JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 15, 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**
   1. Boards And Commission Recognition
   2. Thrive Joplin Project Kick Off

      Documents:

      THRIVE JOPLIN PROJECT PRESENTATION 12.9 PRINTABLE (003).PDF
   3. Semi-Annual Oversight Committee Report

      Documents:

      OVERSIGHT COMMITTEE COUNCIL REPORT DECEMBER 15 2025.PDF
   4. Grant Project Update

      Documents:

      GRANT PROJECT STATUS UPDATE DECEMBER 15 2025.PDF
   5. Zora & Duquesne Roundabout Beautification Options

      Documents:

      ROUNDABOUT DECORATION.PDF

4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
    1. News From The Public Information Office
6. **Citizen Requests And Petitions**
    1. Amanda Bearden Requested To Speak On Homelessness
    2. Schuyler Carr Requested To Speak About Hopeful Bites
    3. Rosalyn Jourdan Requested To Speak About Targeting The Community And Its Members
7. **Public Hearings**
8. **Consent Agenda**
    1. Minutes Of The December 1, 2025, City Council Meeting

        Documents:

        DEC. 1 2025 MINUTES.PDF

    2. COUNCIL BILL NO. 2025-152

        AN ORDINANCE approving the City of Joplin to enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) for construction of the East Town Sidewalks 2025 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective.

        Documents:

        CB2025-152.PDF

    3. COUNCIL BILL NO. 2025-154

        AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Seven Thousand Four Hundred Five and 00/100 Dollars ($157,405.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

        Documents:

        CB2025-154.PDF

    4. COUNCIL BILL NO. 2025-155

        AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Mercury Voice and Data, L.L.C. d/b/a Optimum Communications ("Optimum") for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's

Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

Documents:

CB2025-155.PDF

5. COUNCIL BILL NO. 2025-285

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the Southwest corner of 7th Street and Old Scotland Rd, Jasper County, Missouri.

Documents:

CB2025-285.PDF

6. COUNCIL BILL NO. 2025-288

AN ORDINANCE providing to vacate a drainage easement, located at 2139 E Nashville St, City of Joplin, Jasper County, Missouri.

Documents:

CB2025-288.PDF

7. COUNCIL BILL NO. 2025-289

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and generally known as 3508 N Range Line Rd, Joplin, Jasper County, Missouri.

Documents:

CB2025-289.PDF

8. COUNCIL BILL NO. 2025-623

AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Two Hundred and Eighty-Five Thousand Four Hundred Seventy Dollars and No Cents ($285,470.00) for the purchase of five (5) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB2025-623.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2025-153

    AN ORDINANCE - approving the issuance of a Purchase Order to Southern Bus & Mobility, Inc., in the amount of Two Hundred Twenty-Four Thousand Thirty-Four and 00/100 Dollars ($224,034.00) for the purchase of a two (2) light duty cutaway vehicles, 2026 Ford E450 Diamond Coach with Americans with Disabilities (ADA) compliant lifts; and, setting a date when this ordinance shall become effective.

    Documents:

    CB2025-153 TRANSIT VEHICLE PURCHASE (SOUTHERN BUS) SUMMARY.PDF
    CB2025-153 TRANSIT VEHICLE PURCHASE (SOUTHERN BUS) ORDINANCE (1).PDF
    CB2025-153 TRANSIT VEHICLE PURCHASE (SOUTHERN BUS) - II RAISED FLOOR REVISED 11-13-25 PROPOSAL.PDF
    CB2025-153 2025-03-86667 MODOT AGREEMENT.PDF

    2. COUNCIL BILL NO. 2025-156

    AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-02 with Olsson in the not to exceed amount of Six Hundred Forty-Seven Thousand and 00/100 dollars ($647,000.00) for professional engineering services for the Willow Branch Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective.

    Documents:

    CB2025-156 OLSSON OWB AMENDMENT 1 - PURPLE (OLSSON) SUMMARY.PDF
    CB2025-156 OLSSON OWB AMENDMENT 1 ORDINANCE.PDF
    CB2025-156 AMENDMENT 1, OLSSON OWB (1).PDF
    CB2025-156 OLSSON OWB AMENDMENT 1 LOCATION MAP.PDF

    3. COUNCIL BILL NO. 2025-554

    AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

    Documents:

CB 2025-554 SUMMARY CHAPTER 30 BUSINESS LICENSE CODE FEE CHANGES.PDF
CB 2025-554 CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

4. COUNCIL BILL NO. 2025-555

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

Documents:

CB 2025-555 SUMMARY BUDGET AMENDMENT FY2026.PDF
CB 2025-555 BUDGET AMENDMENT ORDINANCE FY2026.PDF
CB 2025-555 SCHEDULE A BUDGET AMENDMENT.PDF

5. COUNCIL BILL NO. 2025-624

AN ORDINANCE approving a Purchase Order to be issued to Turn-Key Mobile, Inc., to cover the purchase of replacement mobile data computers for the Police Department and Animal Control Officers as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-538 on October 20, 2025; and setting an effective date.

Documents:

2025-624 SUMMARY SHEET.PDF
CB2025-624 COJ TURN KEY MOBILE TOUGHBOOKS.PDF
TKM_TOUGHBOOKS EST-15138.PDF

6. COUNCIL BILL NO. 2025-625

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Mid-America Sports Construction for the purpose of removing and installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums and installing synthetic turf on four fields at the Gene Bassman Softball Complex for the not to exceed price of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025.

Documents:

SUMMARY FOR COUNCIL BILL 2025-625 REMOVAL AND INSTALLATION OF SYNTHETIC TURF.PDF
MID-AMERICA SPORTS CONSTRUCTION SOURCEWELL CONTRACT 031622-AST.PDF
MID-AMERICA SPORTS CONSTRUCTION CONTRACT AGREEMENT.PDF
COUNCIL BILL NO. 2025-625 REMOVAL AND INSTALLATION OF SYNTHETIC TURF.PDF

7. COUNCIL BILL NO. 2025-627

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with OMNIA Partners Cooperative for the purchase of a Groundsmaster 4000-D Rough Mower through Professional Turf Products, L.P. for the not to exceed price of One Hundred Five Thousand Seven Hundred Forty-Nine Dollars and Twenty-Seven Cents ($105,749.27) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY FOR COUNCIL BILL 2025-627 PURCHASE OF GROUNDSMASTER 4000-D ROUGH MOWER.PDF
PROPOSAL PROFESSIONAL TURF PRODUCTS, L.P., OMNIA PARTNERS COOPERATIVE CONTRACT 2023261.PDF
COUNCIL BILL NO. 2025-627 PURCHASE OF GROUNDSMASTER 4000-D ROUGH MOWER.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2025-017

AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, a not-for-profit corporation, for the purpose of renovating Memorial Hall.

Documents:

CB2025-017.PDF

13. Unfinished Business

14. New Business

Notice posted at 12:00 p.m. on this the 11th day of December, 2025. (RSMo 610.020)

The Thrive Joplin Project

Building a Healthier, Stronger Joplin.

Presented by

One Joplin

Who We Are

One Joplin is a collaborative of 150+ partner agencies working to:



Share Resources



Find Common Ground



Accomplish More ***Together***

From healthcare and housing to education, transportation and workforce wellness, One Joplin unites people around a common goal:

A healthier community for all.

What is the Thrive Joplin Project?

A four-year initiative to:

Identify the biggest barriers to better health (physical, mental, social & economic)

Create clear, data-driven strategies for systemic improvement

Bring diverse voices to the table—especially underserved and underrepresented groups

Position Joplin as a pilot model for communities nationwide

Why We Need the Thrive Joplin Project

The facts:

- **18%** of Jasper County residents live in poverty
- **16%** of residents lack health insurance–60% above the U.S. average
- Nearly **1 in 5** residents lives with a disability
- Preventable hospital stays **are nearly double** the national rate

By embracing the messaging and joining in the efforts outlined in the Project, sectors of influence (including businesses, churches, civic groups and others) can make a large-scale and lasting impact on the future health of Joplin.

Why Joplin Needs the Thrive Joplin Project

Joplin is a resilient community. We need a **unifying action plan** backed by clear, data-driven strategies for **systematic improvement** to address community-level challenges that impact our families, schools, and businesses.

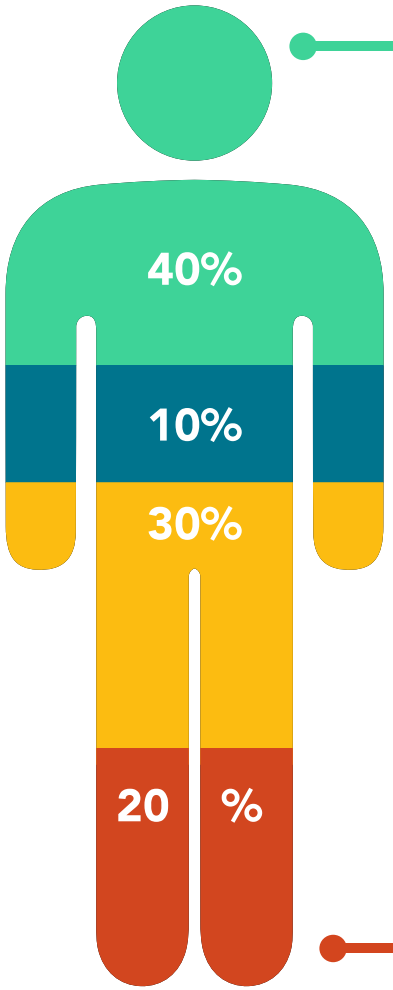


“Social Determinants of Health”

play a critical role in determining the health of a community.

Research cited by UCLA Health suggests that **an individual’s health is defined by four key drivers**:

- **40%** of an individual’s health is determined by socio-economic factors such as education, occupation, or income.
- **10%** is determined by one’s physical environment, such as their community, house, or workplace.
- **30%** is determined by health behaviors such as diet, exercise, or substance use.
- **20%** is determined by their access to healthcare and the quality of that care.



Socioeconomic Factors

Education
Job Status
Family Support
Income

Physical Environment

Housing

Health Behaviors

Tobacco Use
Diet & Exercise
Alcohol Use
Sexual Activity

Health Care

Access & Quality of Care

Our Approach

We're taking a "Grasstop-to-Grassroots" approach, engaging both:



GRASSTOP:
Community leaders & organizations with influence and resources



GRASSROOTS:
Residents at the grassroots level who experience challenges firsthand

This ensures solutions are both credible and inclusive.

The Process

1 Situational Assessment

- Surveys, focus groups, and data analysis
- Incentives to ensure underserved voices are included

2 Project Development

- Actionable strategies and investment opportunities
- Key Performance Indicators measured annually

3 Healthy Community Summit

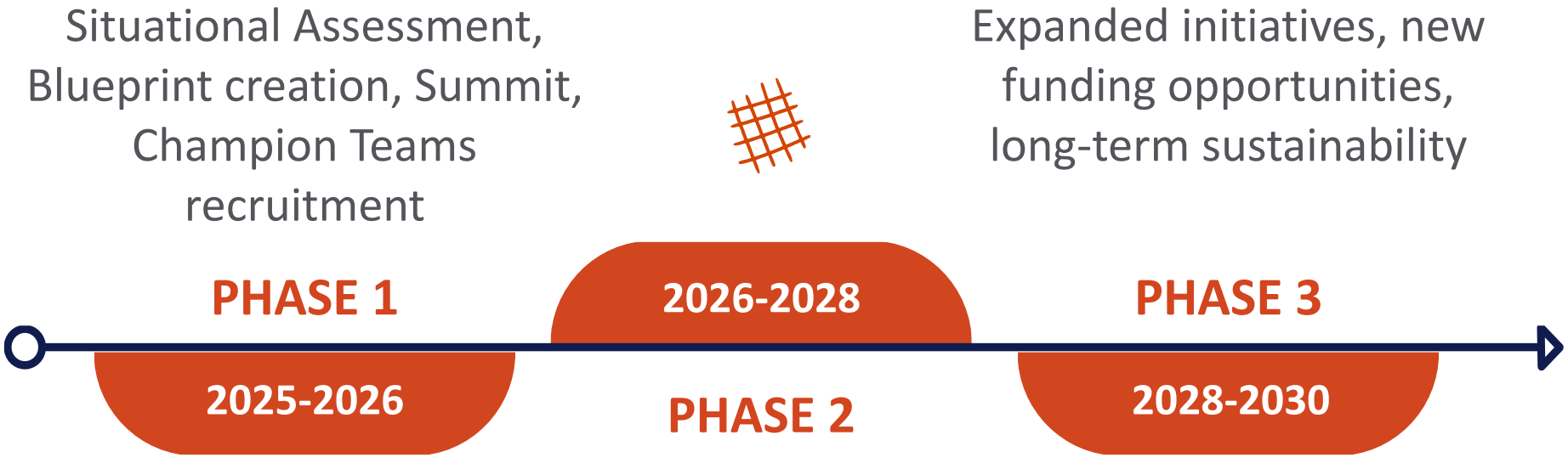
(To Be Held Early 2026)

- Community-wide unveiling of findings
- Breakout sessions led by Healthy Community Champions

4 Champion Teams

- Diverse leaders and residents driving initiatives forward

Project Timeline



The Joplin area is facing various challenges across the

9 Dimensions of a Health Community



Building on What Works

The Project builds on years of community effort, and new initiatives are already showing impact:

- **Healthy Workforce Sub-Team:** Supporting employers in adopting wellness programs
- **Healthy Kids & Families:** Healthy concessions at schools, water safety education
- **Transportation Advocacy:** Rallying for accessible public transit options
- **Literacy:** Connecting families with early childhood, parenting, and literacy resources



Together, these efforts show Joplin is ready for large-scale change.

The Power of Partnership

The Project is guided by:

One Joplin

Community Leadership
and Coordination

TECONOMY PARTNERS LLC

Research, Data Analysis
and Strategy

Community Champions

Grassroots Involvement
and Innovation

150+ Partner Agencies

From Healthcare to Housing,
Schools to Nonprofits

Collaboration is the key to lasting impact!

What Success Looks Like

Reduced rates of chronic illness & preventable hospital stays

Unified community efforts

Affordable healthcare access

Stronger workforce and economic opportunity

Increased equity in decision-making

Replicable model for other communities

This is Joplin's Moment

We invite you to:

- **Participate** in surveys, focus groups, and community events
- **Join** a Champion Team or partner initiative
- **Support** with resources, expertise, or funding

Together, we can build a healthier, stronger, more equitable Joplin.

For questions, more information, and other ways you can help, visit OneJoplin.com/Thrive or contact ThriveJoplin@OneJoplin.com 417-726-9123

One Joplin



TAX OVERSIGHT COMMITTEE UPDATE

COJ Team | December 15, 2025

CITIZEN APPROVED SPECIAL TAXES

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

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

CITIZEN APPROVED SPECIAL TAXES

Committee Oversight: Quarterly Meetings

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

1/4-CENT PARKS & STORMWATER SALES TAX PHASE II 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 2,336,168	$ 2,336,168	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	986,731	986,731	208,769	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	18,230	18,230	-	-	
Schifferdecker Park Improvements	TS0504	327,000	354,230	354,230	(27,230)	-	
Parr Hill Park Improvements	TS0505	70,000	30,805	30,805	39,195	-	
Skate Pods at Existing Parks	TS0506	240,000	314,694	314,694	(74,694)	-	
Athletic Complex Improvements	TS0507	77,000	48,254	48,254	28,746	-	
Cunningham Park Improvements	TS0508	150,000	83,231	83,231	66,769	-	Donations
Ewert Park Improvements	TS0509	50,000	39,407	39,407	10,593	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,252,953	1,252,953	-	347,857	Grant Funds
Campbell Parkway Improvements*	TS0511	60,000	-	-	60,000	-	Donations
Garvin Park Improvements	TS0512	13,000	7,637	7,637	5,363	-	
Leonard Park Improvements	TS0513	45,000	41,794	41,794	3,206	-	
McClelland Park Improvements	TS0514	63,500	41,017	41,017	22,483	-	
Humphrey Park Improvements	TS0515	57,000	41,845	41,845	15,155	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	162,243	162,243	65,257	-	
Landreth Park Improvements	TS0517	120,000	92,002	92,002	27,998	-	
Spiva Park Improvements	TS0518	50,000	23,276	23,276	26,724	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	150,000	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	7,482	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
Joe Becker Turf Project	TS0523	-	461,528	461,528	(461,528)	124,363	Infrastructure Fund 305
Ewert Skate Park Lights	TS0524	-	53,178	53,178	(53,178)	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 12,328,896**	**$ 13,621,413**	**$ 32,939**	**$ 472,220**	

Project Completed in Current Quarter

1/4-CENT PARKS & STORMWATER SALES TAX PHASE II 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 3,704,564	$ 3,704,564	$ (2,742,714)	$ 140,021	State Grant
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	2,446,017	2,446,017	$ 553,983	94,980	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	1,629,034	1,629,034	$ 870,966	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	26,076	26,076	(53,804)	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant**	GSTA09	-	801,928	801,928	-	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	1,180,087	1,180,087	200,971	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant**	GSTA03	-	1,270,942	1,270,942	-	1,270,942	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	3,027,710	3,027,710	(2,040,710)	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	252,575	252,575	1,290,425	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	395,864	395,864	169,136	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	814,488	814,488	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	640,858	640,858	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	697,127	697,127	465,873	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	1,540,806	1,540,806	(801,806)	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	486,988	486,988	38,012	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	968,998	968,998	(412,998)	36,578	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	(478,574)	-	
New Culvert System, Michigan between 30th & 27th - State Grant**	GSTA04	-	1,099,574	1,099,574	-	1,099,574	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	163,597	163,597	(44,597)	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	473,312	473,312	(204,312)	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	-	2,300,000	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	-	92,734	92,734	(92,734)	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 21,946,668**	**$ 21,946,668**	**$ (858,272)**	**$ 3,444,024**	

Project Completed in Current Quarter

1/4-CENT PARKS & STORMWATER SALES TAX PHASE III 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Ewert Park Splash Park w/Ice Ribbon	TS0701	$ 5,000,000	$ 673,286	$ 5,000,000	$ -	$ -	
Ewert Park Covered Bball Court	TS0702	550,000	-	550,000	-	-	
Ewert Park Amphitheater	TS0703	250,000	-	250,000	-	-	
Ewert Park Kiosk & Interpretive Signage	TS0704	29,375	-	29,375	-	-	
Annual Park Maintenance	TS0705	1,700,000	409,048	1,700,000	-	-	
Turf Replacement - Miracle, Redden, JBS	TS0706	800,000	-	800,000	-	-	
Overlay/Resurface Sports Courts	TS0707	400,000	66,600	400,000	-	-	
Park Beautification	TS0708	2,776,384	865,123	2,776,384	-	-	
Dover Outdoor Recreation	TS0709	1,750,000	5,918,244	5,918,244	-	-	
Athletic Complex Operations	TS0710	3,000,000	900,000	3,000,000	-		
Tin Cup Trail Phase II	TS0711	1,000,000	1,970,788	1,970,788	-	-	
Install Security Lighting	TS0712	1,510,000	194,502	1,510,000	-	-	
Playground Updates	TS0713	1,300,000	25,608	1,300,000	-	-	
Install Security Cameras	TS0714	300,000	7,900	300,000	-	-	
Convert Softball to Turf	TS0715	800,000	28,850	800,000	-	-	
Electrical at Mercy Park	TS0716	250,000	211,066	211,066	38,934	-	
Cunningham to Sand Vball	TS0717	90,000	64,869	90,000	-	-	
McIndoe Park Restroom	TS0718	150,000	-	150,000	-	-	
Dover to Landreth Connector	TS0719	750,000	38,421	750,000	-	-	
Wildcat Park Restroom	TS0720	150,000	-	150,000	-	-	
Landreth Main Street Underpass	TS0721	250,000	-	250,000	-	-	
Campbell Pkwy Improvements	TS0722	850,000	-	850,000	-	-	
Tin Cup Bridge	TS0723	1,600,000	1,250,130	1,600,000			
TOTAL PARKS PROJECTS		**$ 25,255,759**	**$ 12,624,433**	**$ 30,355,856**	**$ 38,934**	**$ -**	
Project Completed in Current Quarter							

In Progress:

Dover Outdoor Recreation Area



In Progress:

Dover Outdoor Recreation Area



Substantially Complete:

Dover Outdoor Recreation Area



Substantially Complete:

Dover Outdoor Recreation Area



Substantially Complete:

Dover Outdoor Recreation Area



In Progress:

Tin Cup Trail –
Clearing for the Trail



In Progress:

Tin Cup Trail



In Progress:

Tin Cup Trail



In Progress:

Tin Cup Trail



Complete:

Tin Cup Trail



1/4-CENT PARKS & STORMWATER SALES TAX PHASE III 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements	TS0801	$ 1,000,000	$ 369,837	$ 1,000,000	$ -	$ -	
Ditch & Dentention Pond Maintenance	TS0802	2,850,000	379,988	2,850,000	-	-	
Catch Basin & Closed System Maintenance	TS0803	2,350,000	330,158	2,350,000	-	-	
Automated Gate Arms at Murphy Low Water	TS0804	300,000	211,731	211,731	88,269	-	
Economic Development	TS0805	500,000	-	500,000	-	-	
Durham Acres	TS0806	2,451,500	-	2,451,500	-	-	
17th & Mina Ave	TS0807	2,334,500	-	2,334,500	-	-	
Old Willow Branch Phase I	TS0809	750,000	585,810	750,000	-	-	
1st & Joplin Avenue Phase I	TS0810	500,000	-	500,000	-	-	
Sunnyvale Improvements & I-4 Phase I	TS0811	3,178,500	569,871	3,178,500	-	-	
17th & Annie Baxter*	GFARS1	-	97,054	-	-	-	ARPA Grant
East Town*	GFARS2	-	836,331	-	-	-	ARPA Grant
9th & St. Louis*	GFARS 3	-	888,877	-	-	-	ARPA Grant
12th & Wall*	GFARS4	-	168,732	-	-	-	ARPA Grant
Massachusetts & Murphy*	GFARS5	-	744,572	-	-	-	ARPA Grant
5th & Porter*	GFARS6	-	1,473,498	-	-	-	ARPA Grant
5th & Porter	TS0813	1,527,500	-	1,527,500	-	-	
Ten Pin Lane*	GFARS7	-	369,788	-	-	-	ARPA Grant
Texas Ave - 11th to 15th*	GFARS8	-	448,086	-	-	-	ARPA Grant
Texas Avenue - 11th to 15th	TS0808	1,451,000	-	1,451,000	-	-	
26th Street Twin Culverts*	GFARS9	-	264,433	-	-	-	ARPA Grant
26th Street Twin Culverts	TS0812	697,500	-	697,500	-	-	
TOTAL STORMWATER PROJECTS		**$ 19,193,000**	**$ 7,738,765**	**$ 19,104,731**	**$ 88,269**	**$ -**	

Project Completed in Current Quarter

In Progress:

ARPA Stormwater:
5th and Porter



In Progress:

ARPA Stormwater: Massachusetts & Murphy



In Progress:

ARPA Stormwater: Massachusetts & Murphy



In Progress:

ARPA Stormwater:
Texas Avenue



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE I 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 5,457,921	$ 5,457,921	$ (82,921)	$ -	$ -	$ 5,457,921	$ 5,457,921
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	1,843,383	-	7,185,808	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	624,322	624,322	1,525,678	-	-	624,322	624,322
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	517,295	1,632,705	-	-	517,295	517,295
Maiden Lane - TIGER Grant*	TG0520	3,871,360	6,229,923	6,229,923	(2,358,563)	-	4,346,085	1,883,838	6,229,923
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	2,263,910	694,057	2,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	2,338,894	-	-	348,606	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	2,370,992	2,370,992	(812,844)	-	1,558,148	812,844	2,370,992
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	-	-	152,681	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,062,143	5,062,143	9,987,857	1,915,263	-	3,146,880	5,062,143
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	365,762	1,515,488	-	-	365,762	365,762
26th Street - TIGER Grant Portion	TG0521	2,069,375	2,887,535	2,887,535	(818,160)	-	2,069,375	818,160	2,887,535
Zora from Range Line to Main	TC0512	2,150,000	3,065,206	3,065,206	(915,206)	-	-	3,065,206	3,065,206
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	-	-	1,086,041	1,086,041
West Bypass Corridor Study	TC0514	161,250	109,061	109,061	52,189	-	161,250	(52,189)	109,061
St. Louis from Broadway to Zora	TC0515	1,827,500	4,087,890	4,087,890	(2,260,390)	-	-	4,087,890	4,087,890
Existing Traffic Signal Upgrades	TC0516	2,150,000	2,226,905	2,226,905		-	-	2,226,905	2,226,905
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	-	1,000,000	429,147	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	-	-	907,844	907,844
20th Street Overpass - TIGER Grant*	TG0522	3,261,716	8,138,481	8,138,481	(4,876,765)	-	3,770,200	4,368,281	8,138,481
20th Street Transit - TIGER Grant*	TG0524	468,192	622,732	622,732	(154,540)	-	256,192	366,540	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$69,218,967**	**$ 69,218,967**	**$ 2,399,605**	**$ 7,000,000**	**$ 18,402,220**	**$ 43,816,747**	**$ 69,218,967**
Project Completed in Current Quarter									

3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE II 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT II PROJECTS:							
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 5,298,911	$ 5,298,911	$ 640,089	$ -	
32nd Street - Country Club to Central City Road	TC0602	6,220,000	7,607,602	7,607,602	(1,387,602)	-	
Neighborhood Transportation Improvements	TC0603	1,500,000	947,650	1,500,000	-	-	
Street Surface Repair	TC0604	2,500,000	2,543,201	2,543,201	-	-	
Intersection Improvements	TC0605	2,500,000	2,826,396	2,826,396	-	-	
Connecticut - 32nd to 44th	TC0606	8,085,000	4,523,755	5,435,000	-	-	
44th Street - Rangeline to Connecticut	TC0607	6,135,000	7,536,829	7,536,829	(1,401,829)	-	
Zora - Rangeline to MO 249	TC0608	3,308,000	3,752,744	8,840,000	-	-	
Connecticut - Overpass at I-44	TC0609	5,374,000	1,329,154	1,329,154	4,044,846	-	
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	184,378	2,687,000	-	-	
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	389,277	720,000	-	-	
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	4,356,806	5,112,000	-	-	
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	596,253	596,253	376,747	-	
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	3,042,614	3,042,614	(2,442,614)	-	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$44,935,569**	**$ 55,074,960**	**$ (170,363)**	**$ -**	
Project Completed in Current Quarter							

In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street and Black Cat Road Intersection



In Progress:

20th Street and Black Cat Road Intersection



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE III 4TH QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT III PROJECTS:							
Street Surface Repair	TC0701	$ 10,000,000	$ 85,276	$ 10,000,000	$ -	$ -	
Intersection Improvements	TC0702	2,500,000	-	2,500,000	-	-	
ADA Citywide Sidewalks	TC0703	7,500,000	-	7,500,000	-	-	
Neighborhood Transportation Improvements	TC0704	1,000,000	-	1,000,000	-	-	
Pennsylvania Viaduct Removal	TC0705	4,800,000	170,595	4,800,000	-	-	
New Citywide Sidewalks	TC0706	1,500,000	-	1,500,000	-	-	
Bridge Maintenance	TC0707	1,500,000	-	1,500,000	-	-	
City Building Maintenance	TC0708	4,000,000	360,094	4,000,000	-	-	
Traffic Signal Updates	TC0709	2,500,000	111,817	2,500,000	-	-	
7th Street: City -owned Sidewalks	TC0710	2,000,000	2,142,735	2,142,735	-	-	
Newman Road: Turkey Creek Bridge Rehab	TC0711	4,950,000	-	4,950,000	-	-	
Economic Development/Water Supply	TC0712	2,500,000	-	2,500,000	-	-	
Willow Branch	TC0713	12,260,000	3,360,205	12,260,000	-	-	
I44 Culver	TC0714	10,000,000	-	10,000,000	-	-	
St Louis: Campbell to Broadway	TC0715	9,720,000	-	9,720,000	-	-	
15th Street Murphy/Delaware Intersection	TC0716	2,800,000	-	2,800,000	-	-	
Davis Blvd: 32nd to 20th	TC0717	10,330,000	-	10,330,000	-	-	
20th Street: Schifferdecker to Central City	TC0718	3,000,000	-	3,000,000	-	-	
Maiden Lane at Perkins Ave to Murphy	TC0719	1,520,000	-	1,520,000	-	-	
7th Street & Illinois Intersection	TC0720	500,000	500,000	500,000	-	-	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 94,880,000**	**$ 6,730,721**	**$ 95,022,735**	**$ -**	**$ -**	
Project Completed in Current Quarter							

1/2-CENT PUBLIC SAFETY SALES TAX 4TH QUARTER FISCAL YEAR 2025 DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2025 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers	70,782	*	1,769,550	2,964,295	42,212,349	45,176,644	25 Police Officers hired
(5 Addtl/5 Shifts)							
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	592,859	7,549,644	8,142,503	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station	48,379		725,685	1,764,020	19,522,782	21,286,801	15 Firefighters hired
(4 Addtl/3 Shifts, plus 3 coverage)							
3 Coverage Firefighters for Current Operations	48,379		145,137	352,804	4,906,678	5,259,482	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	352,804	4,906,678	5,259,482	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548	1,411,216	3,332,478	4,743,694	12 Firefighters hired
Fire Training Captain	56,051		56,051	117,601	1,451,840	1,569,442	1 Fire Training Captain hired
Neighborhood Security Light Program			925,000	348,882	4,662,458	5,011,340	
Wireless Access for Public Safety			50,000	91,526	709,847	801,373	Monthly Recurring Charge
Police Substation			10,000	8,860	295,099	303,959	Substation to be repaid
Public Safety Training Center			-	383,841	2,422,841	2,806,682	
Sub-Total Operational Ongoing Costs			4,761,018	8,388,708	91,972,695	100,361,403	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	-	3,457,770	3,457,770	Phase I Complete
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000	-	5,368,348	5,368,348	Station Complete
Engine for Eastside Station			450,000	-	937,609	937,609	Engine in Service
Additional Joint Fire/Police Training Center Needs			2,000,000	-	5,978,958	5,978,958	Training Center Completed
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Purchase of Property				356,686	-	356,686	Property Purchase
Sub-Total One-Time Capital Costs			10,505,000	356,686	21,474,158	21,830,844	
Transfers Out				561,013	5,453,034	6,014,047	
GRAND TOTAL ACTUAL EXPENDITURES				**9,306,407**	**118,899,887**	**128,206,293**	
Completed Capital Items							

QUESTIONS?



GRANT PROJECT STATUS UPDATE

COJ Team | December 15, 2025



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

BACKGROUND AND OVERVIEW



BACKGROUND:

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

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

BACKGROUND:

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

4. Otherwise, the City risks future grant opportunities.

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



BACKGROUND:

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

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

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



ARPA GUIDELINES SUMMARY:

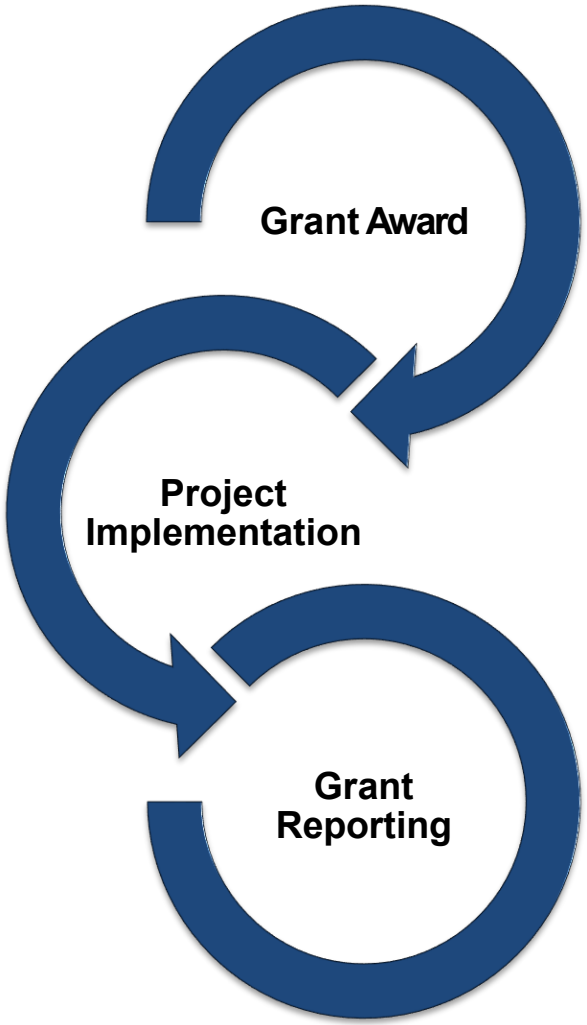
1. State, County and City ARPA awards must be ***obligated*** by 12/31/2024
2. Any City ARPA funds not obligated by this date are required to be returned to U.S. Treasury
3. Funds have been obligated, now the City is required to spend the funds as reported by 12/31/2026
4. City claimed $10 million revenue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



ARPA GUIDELINES SUMMARY:

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

GRANT PROJECT STATUS



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

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

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



SUMMARY OF GRANTS AWARDED

SUMMARY OF GRANTS AWARDED

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

SUMMARY OF GRANTS AWARDED

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

SUMMARY OF GRANTS AWARDED

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

SUMMARY OF CITY ARPA AWARD SPENDING PLAN

Project	Grant Amount Awarded
Community Revitalization (State Grant Match Portion)	$3,500,000
Fire EMS Equipment (State Grant Match Portion)	$21,894
Fire Equipment (State Grant Match Portion)	$34,594
Police Equipment (State Grant Match Portion)	$22,000
MSSU Health Science Innovation Center (State Grant Match Portion)	$1,500,000
Dover Outdoor Recreation Area (DORA) (Grant Project Additional Amount)	$2,451,251
Citywide Fiber Broadband Network	$5,000,000
20th Street Widening Project (Grant Project Additional Amount)	$500,000
Tin Cup Trail Bridge Connector (Existing Project Additional Amount)	$750,000
GRAND TOTAL	$13,779,739

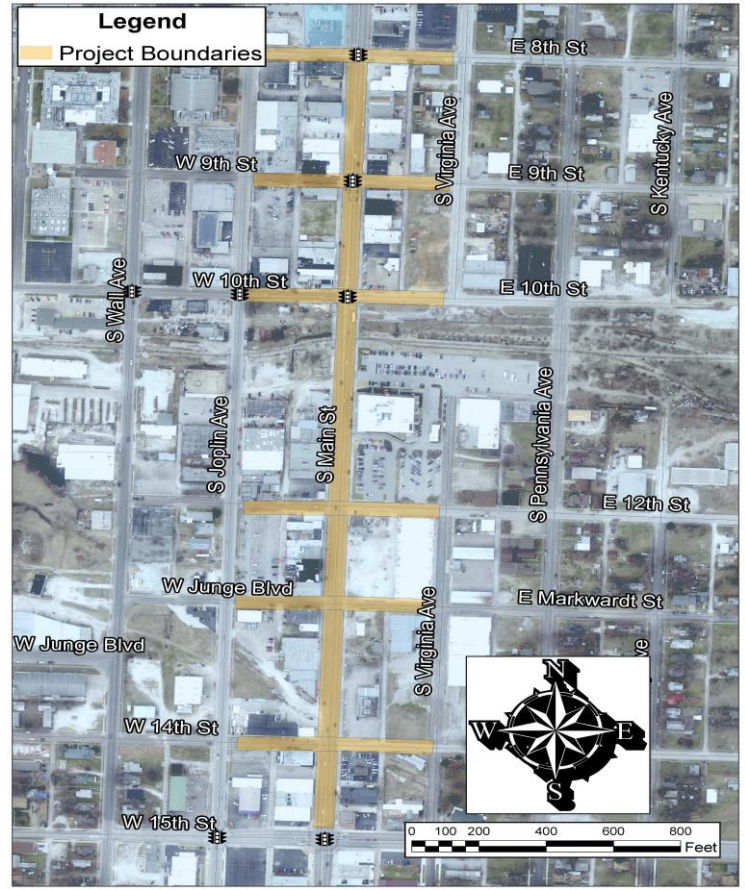


DETAILED GRANT PROJECT STATUS UPDATE

COMMUNITY PROJECT GRANT

Project Name	Streetscape along Main Street from 8th to 15th Street
Total Project Cost	$6,000,000
Grant Period of Performance	August 31, 2030
Anticipated Timeline	Anticipated Construction beginning Spring 2026 Estimated Completion Summer 2027
Project Description	Streetscape from 8th to 15th Street along Main Street, to include some side streets depending on bid prices and available funding. Beautification at 10th and Main Street is separately funded but is part of this overall project on a similar timeline.
Project Status Update	Design is complete. Public meeting has been held. It is anticipated the project will be bid by December 2025, with construction beginning in the Spring of 2026. It is estimated the project will require one year for construction.

Main Street - Streetscaping
8th Street - 15th Street



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

JUSTICE CENTER GRANT

Project Name	Justice Center Facility Improvements
Total Project Cost	$2,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Project is underway. Estimated Completion: December 31, 2025
Project Description	This project consists of the following improvements and updates to the Justice Center: • Electrical Distribution Equip (100%) Sub-Panel Replacement (100%) • Main Distr Switchboard (100%) Basement Roof Restoration (100%) • Motor Control Center (100%) Window Replacement (100%) • Domestic Water Distribution (75%) Sidewalk Replacement (100%) • Chilled Water Chillers (100%) • Duct Work Cleaning (100%)
Project Status Update	• Project has been expanded to utilize the full funding. • Project is properly obligated. • It is anticipated all remaining components of this project will be complete by December 31, 2025.

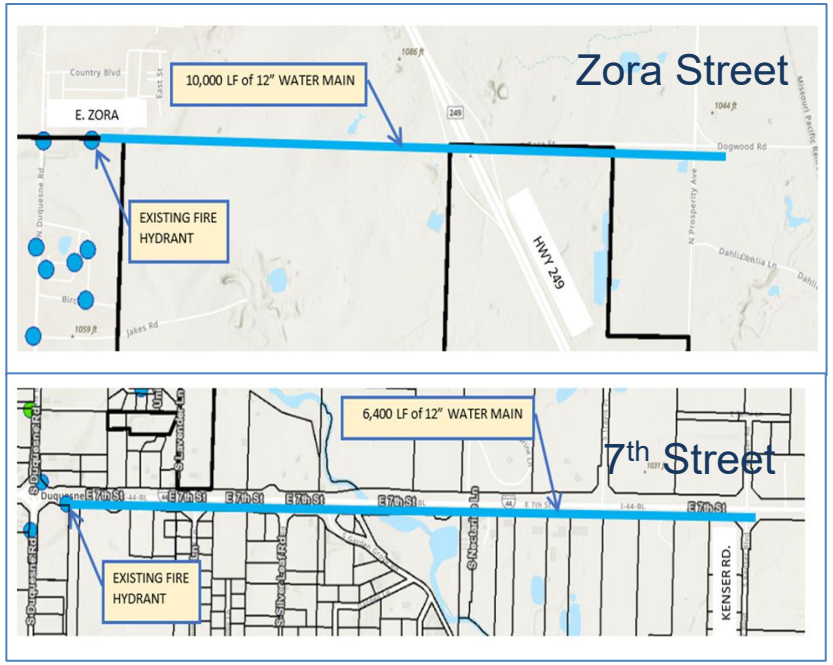




City Match = Public Safety Sales Tax	+	Grant Award	+	Other Funding Source	=	Total Project Cost
$1,000,000		$1,000,000		$0		$2,000,000

DRINKING WATER GRANT

Project Name	Drinking Water Main Extensions
Total Project Cost	$10,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by September 30, 2026
Anticipated Timeline	Anticipated Construction beginning: Spring 2025 Estimated Completion: December 31, 2025
Project Description	This project consists of the following water line extensions: • Zora Street Water Main Installation – Install 10,000' of 12" water main along Zora Street from east of Duquesne Road to east of Highway 249 • County Road 180 Water Main Installation – Install 9,000' of 12" water main along County Road 180, north of Apple Road • 7th Street Water Main Installation – Install 6,400' of 12" water main along 7th Street from Duquesne Road to Kinser Road
Project Status Update	• Project is properly obligated. • Project is being expanded due to favorable bids. Added Zora to Newman extension. • All projects are complete, except 7th Street, which will be complete by December 31, 2025.



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

STORMWATER INFRASTRUCTURE GRANT

Project Name	Stormwater Infrastructure Grant
Total Project Cost	$14,831,427
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by August 31, 2026
Anticipated Timeline	Anticipated Construction beginning: Spring 2025 Estimated Completion: Summer 2026
Project Description	This project consists of the following nine stormwater projects: • 17th & Annie Baxter (Removed) • 9th & St Louis (Complete) • Massachusetts & Murphy Blvd (50%) • Ten Pin Lane (Jan Start) • 26th St Twin Culverts East Town (60%) 12th & Wall (Jan Start) 5th & Porter (Complete) Texas Avenue 11th to 15th
Project Status Update	• Project is properly obligated. • Project has been expanded for additional work and beautification. • Construction is complete at 9th & St Louis and 5th & Porter. East Town and Massachusetts & Murphy are 50% or more complete.

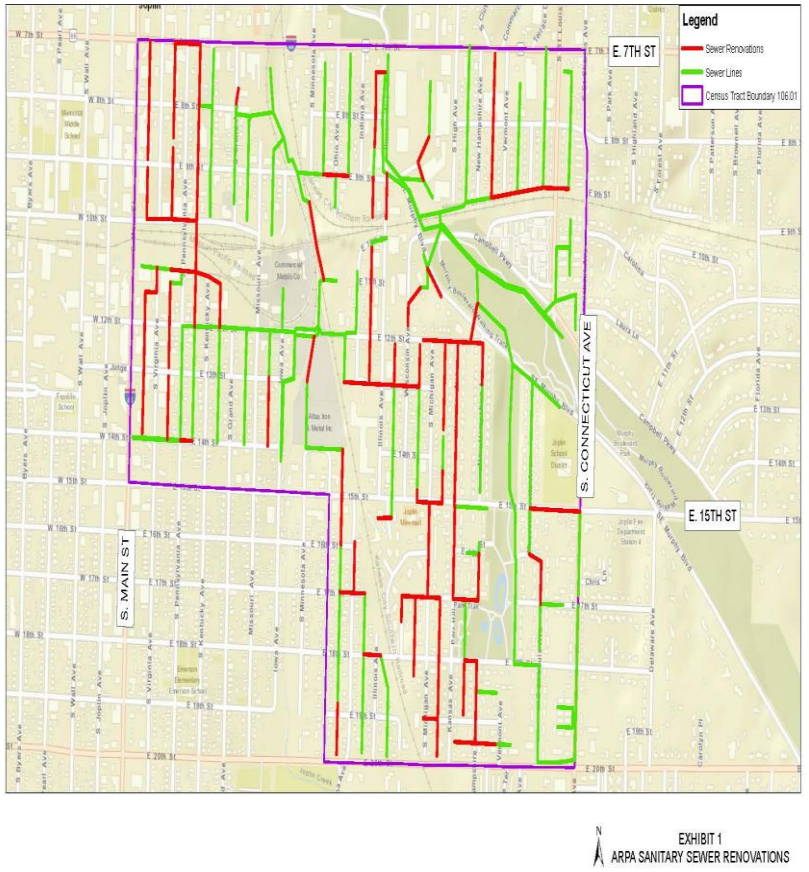




City Match = Parks/Stormwater Sales Tax	+	Grant Award	+	Other Funding -	=	Total Project Cost
$6,205,881		$8,625,546		$-0-		$14,831,427

WASTEWATER INFRASTRUCTURE GRANT

Project Name	Wastewater Infrastructure Grant
Total Project Cost	$5,266,782
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by August 31, 2026
Anticipated Timeline	Construction underway. Estimated Completion: March 2026
Project Description	This project consists of sewer improvements in the 12th & Iowa area.
Project Status Update	• Project is properly obligated. • Construction is underway. • Rehabilitation portion will likely finish February of 2026; Interceptor portion should be complete December 2025. • Anticipated final completion in March of 2026.



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

20th STREET WIDENING PROJECT

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





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

MOSWIN INTEROPERABILITY RADIO PROJECT

Project Name	MOSWIN Interoperability Radio Project
Total Project Cost	$637,048
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Purchase is complete.
Project Description	This project provides the system that will allow the Police Department to communicate by radio to public safety agencies across the State of Missouri.
Project Status Update	This project is part of the JASCO MOSWIN conversion project. All Edge equipment has been received. Additional channel has been added at South Site. Subscriber equipment has been shipped. Required paperwork has been submitted to the State Radio System Administration. All equipment is installed and connected to MOSWIN. Testing will begin soon. Switchover to MOSWIN is scheduled for January 13, 2026.

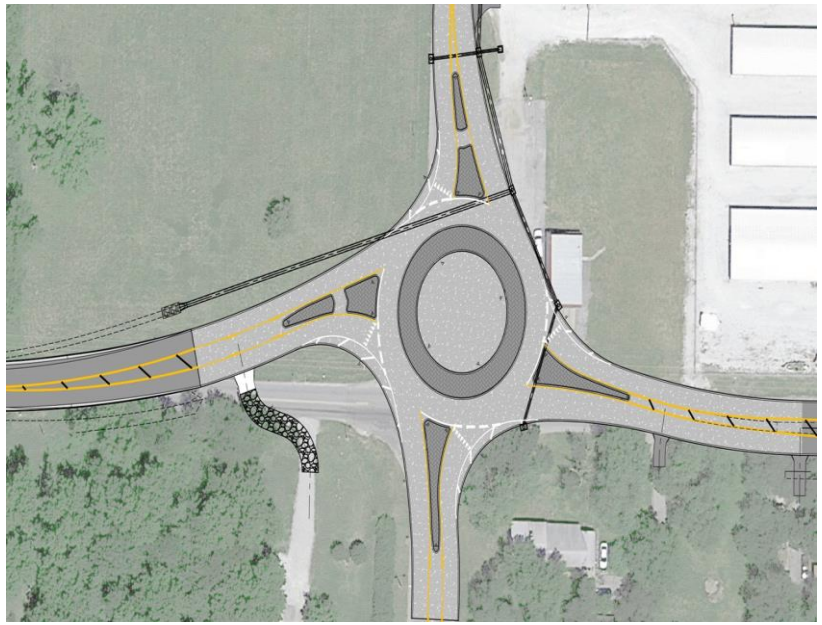


Courtesy Stock Photo

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

ZORA STREET WIDENING AND IMPROVEMENT PROJECT

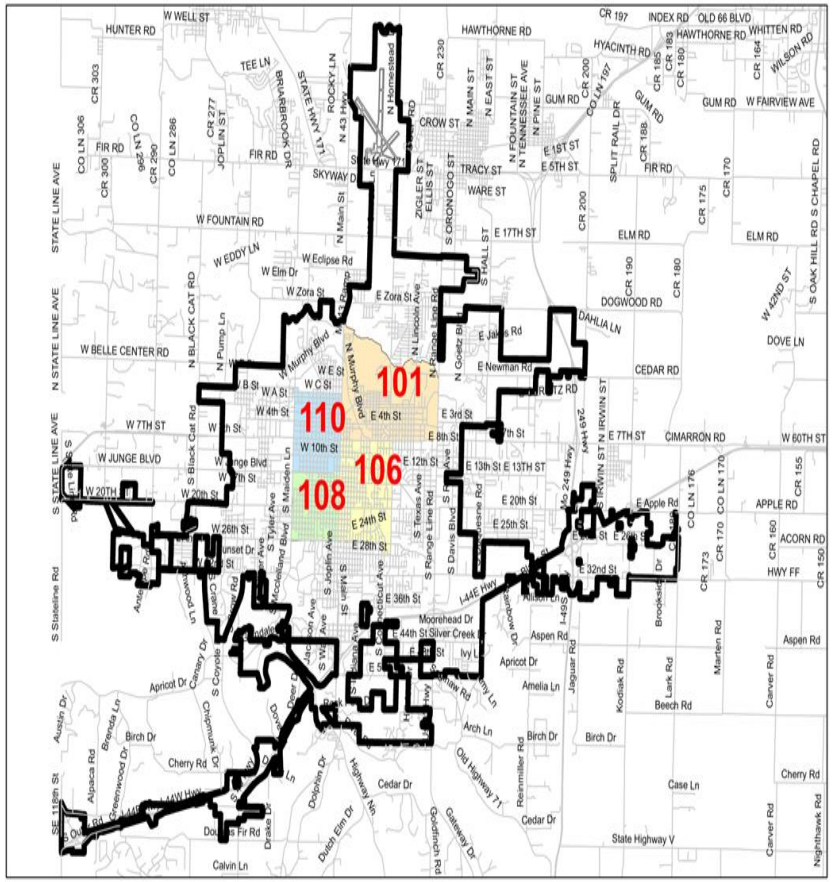
Project Name	Zora Street Widening and Improvement Project
Total Project Cost	$10,754,000
Grant Period of Performance	Governor's Grant receives extensions
Anticipated Timeline	Anticipated Construction beginning Fall 2024 Estimated Completion Winter 2027
Project Description	This project consists of improving Zora Street from Rangeline Road nearly to Highway 249. It is broken into three phases. The first phase is improving the intersection at Zora and Duquesne Roads. The second phase is improving Zora Street from Duquesne Road nearly to Highway 249. The third phase is improving Zora Street from just east of Rangeline Road to Duquesne Road.
Project Status Update	Phase three is about 90% designed with right-of-way acquisition in process. Phase one is complete. Phase two has been bid with construction anticipated to begin in early February of 2026. The final phase is expected to be bid in the Spring/Summer 2026, with construction to begin as soon as Phase II finishes. The estimated completion for the entire project is the December of 2027.



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

COMMUNITY REVITALIZATION GRANT

Project Name	Community Revitalization Grant
Total Project Cost	$7,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Estimated Completion June 2026
Project Description	This project begins to address much of the neighborhood revitalization action plans through three programs: • Downpayment and closing cost assistance – No more than 20% of the purchase price not to exceed $40,000 per applicant, based on income guidelines for primary residence inside city limits of Joplin. 78 Homes. • Home Repairs and Rehabilitation – Maximum award is $25,000 per household for minor exterior repairs such as roof, siding, windows, HVAC, sidewalks, etc. within the 4 Qualified Census Tracts. 66 Homes to date. • Demolitions – Follow existing dangerous building process, within the 4 Qualified Census Tracts, no duplication of benefits. 21 Demolished, with another 22 in progress. Former Freeman Building complete.
Project Status Update	• Project is properly obligated. • Downpayment and closing cost assistance complete. Demolitions are underway. Home Repair and Rehabilitation Program is underway.



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

FIRE EMS EQUIPMENT

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



Courtesy Stock Photo

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

FIRE PROTECTION EQUIPMENT GRANT

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





Courtesy Stock Photo

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

POLICE OFFICER EQUIPMENT GRANT

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





Courtesy Stock Photo

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

LOCAL TOURISM ASSET DEVELOPMENT GRANT

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



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

CYBERSECURITY GRANT

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



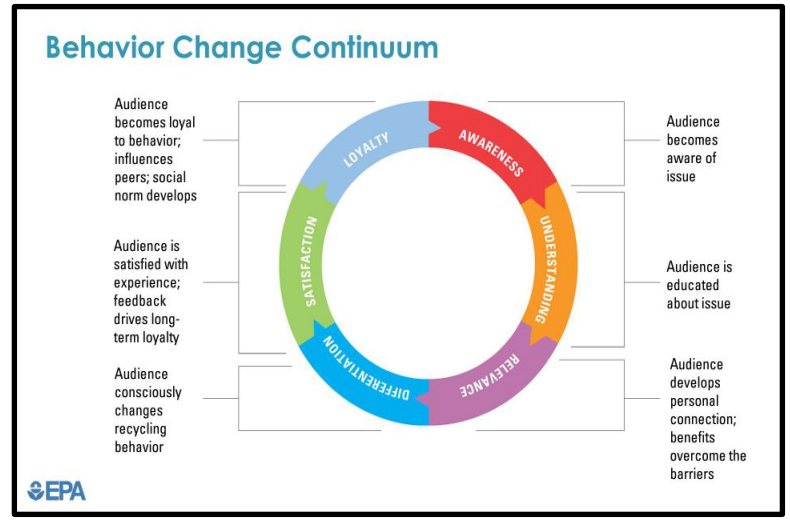


Courtesy Stock Photo

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

RECYCLING EDUCATION AND OUTREACH (REO) GRANT

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





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

AREAS OF PERSISTENT POVERTY (AOPP) GRANT

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



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

AIR TRAFFIC CONTROL TOWER PROJECT

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



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

REHABILITATE TAXIWAY E PROJECT

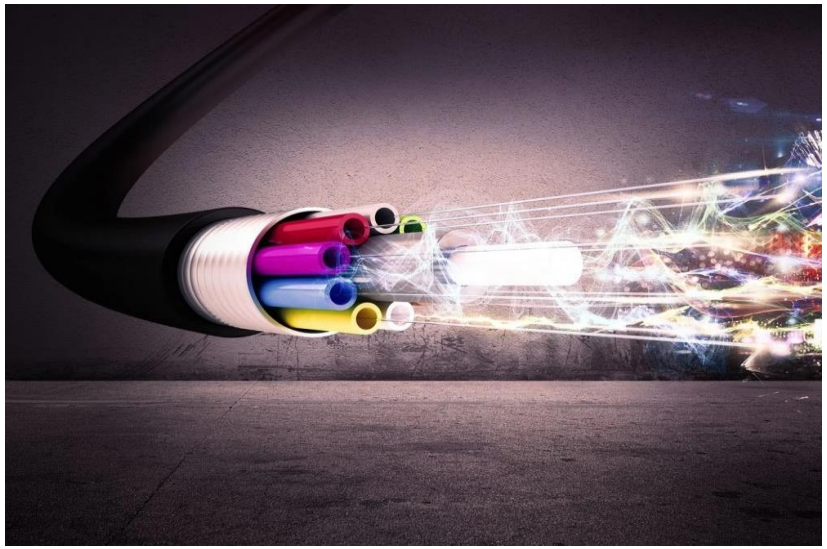
Project Name	Rehabilitate Taxiway E Project
Total Project Cost	$1,409,020
Grant Period of Performance	August 2027
Anticipated Timeline	Project is substantially complete. This project will be complete in the Spring of 2026.
Project Description	This project consists of the rehabilitation of Taxiway E as part of the Runway 13/31 Rehabilitation Project.
Project Status Update	• Punch list items are underway. Some items will require temperatures of at least 50 degrees. Project is substantially complete with final completion anticipated in the Spring of 2026.

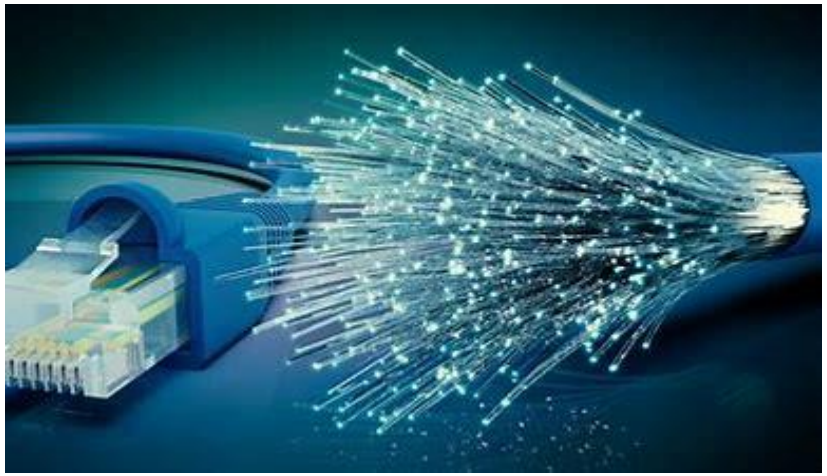


City Match = Airport Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$70,451		$1,338,569		$-0-		$1,409,020

CITYWIDE BROADBAND PROJECT

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



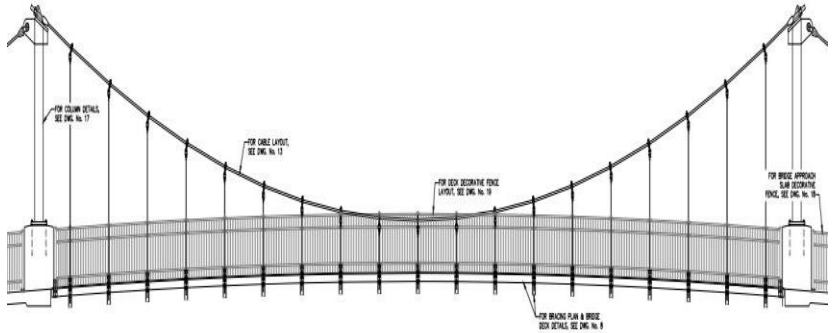


Courtesy Stock Photo

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

TIN CUP TRAIL BRIDGE CONNECTOR PROJECT

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



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

MSSU ROY BLUNT HEALTH SCIENCE INNOVATION CENTER PROJECT

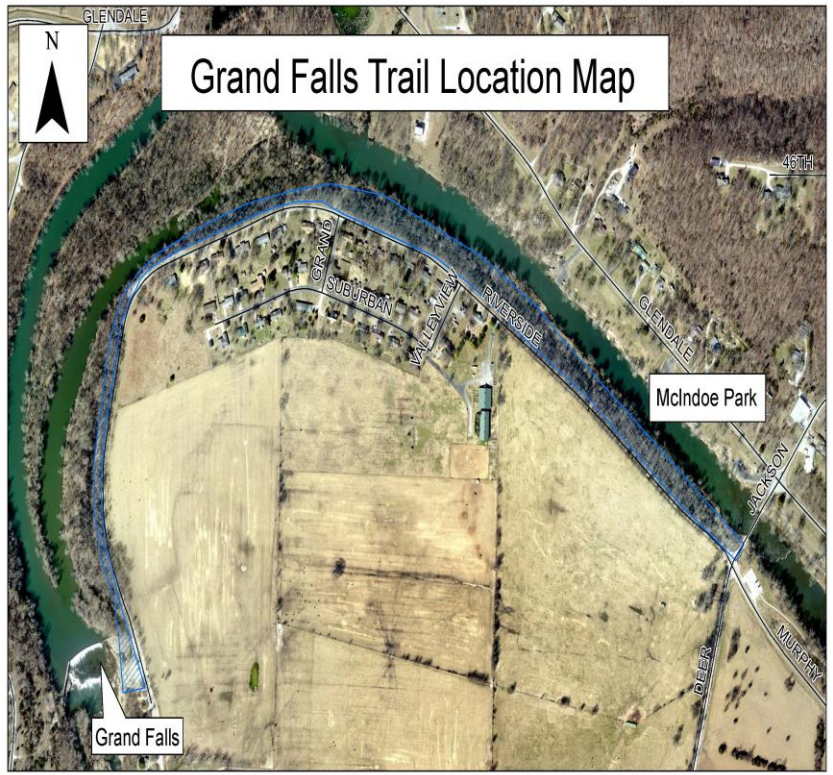
Project Name	MSSU Roy Blunt Health Science Innovation Center Project
Total Project Cost	$1,500,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Estimated Completion Summer 2026 with opening classes and activities August 2026; City payment has been made and properly reported. City portion is complete.
Project Description	This project will construct a new Health Science Innovation Center on the campus of MSSU.
Project Status Update	• Project (City portion) is reported as complete. • Construction began earlier this fall. As part of the initial construction, 81 concrete piers were drilled and filled with concrete and rebar to support the 65,000 square foot facility. Currently, structural masonry are being built, as well as mechanical and electrical underground rough-in is underway. Steel erection began in early January. The slab-on-grade concrete pour began in mid-January. Full completion of the facility is currently slated for June 2026 with classes being held beginning August 2026.



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

GRAND FALLS TRAIL PROJECT

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



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

PARR HILL PARK IMPROVEMENTS PROJECT

Project Name	Parr Hill Park Improvements Project
Total Project Cost	$968,460
Grant Period of Performance	10/1/2025 through 10/31/2027
Anticipated Timeline	Project was fully awarded in October of 2025. Project will begin in 2026.
Project Description	This project will improve Parr Hill Park. Two new all-inclusive playgrounds with pour-in-play surfacing will be relocated and installed. Outdoor fitness equipment will be added along the trail throughout the park. Permanent outdoor games will be included. Additional sidewalks will be installed to ensure connective ADA accessibility. Finally, the basketball court will be overlaid and transitioned to a multi-sport court.
Project Status Update	• Project will begin in 2026 and is expected to take approximately one year to complete.



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

TRAIL AMENITIES PROJECT

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









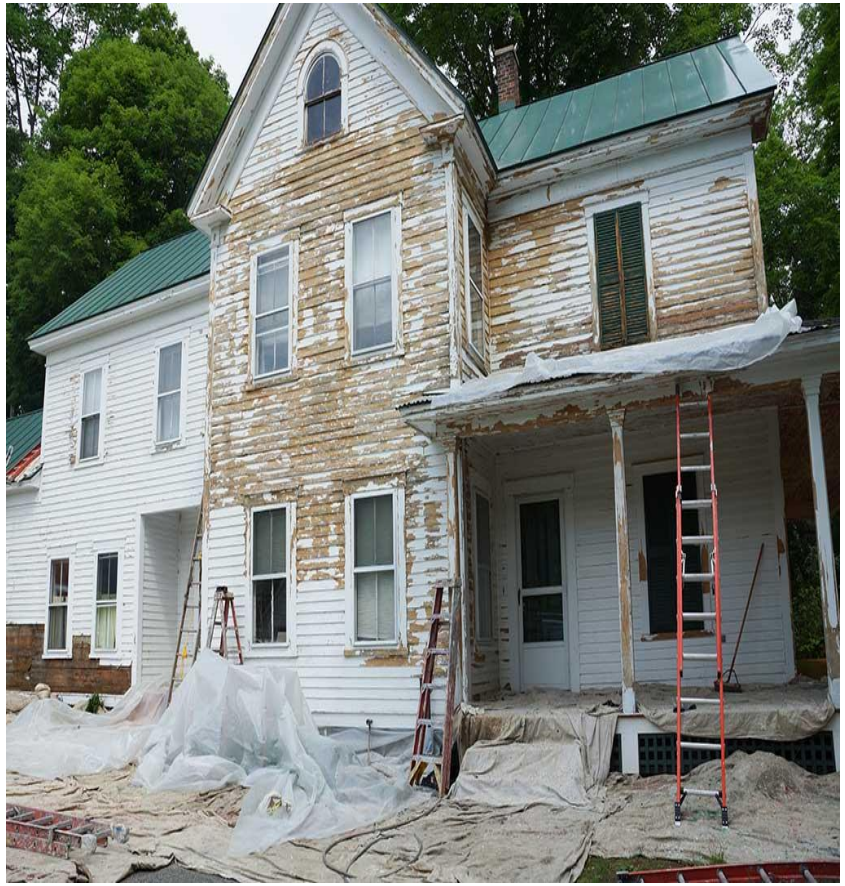


Courtesy Stock Photo

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

LEAD HAZARD REMEDIATION FOR RESIDENTIAL HOMES PROJECT

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



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



PENDING GRANT UPDATE

PENDING GRANTS – *Applied Waiting Results*

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost	Date Grant Submitted
DNR/Parks	Land & Water Conservation Grant (LWCF)	Dover Park to Landreth Park Trail Project	$500,000	$1,000,000	5/31/2024
EDA	Public Works and Economic Adjustment Assistance Program	Infrastructure (roads, stormwater, water) at Crossroads Industrial Park	$1,500,000	$3,053,518	12/6/2024
EPA	Solid Waste Infrastructure for Recycling (SWIFR)	Relocate and Consolidate the Recycling Center and Brush Drop-Off to Lone Elm Site	$2,778,235	$3,899,423	12/16/2024
	GRAND TOTAL		$4,778,235	$7,952,941	

GRANTS NOT AWARDED/TERMINATED

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost
EPA	Brownfields	Community-Wide Assessment of Brownfields Sites	$500,000	$500,000
CWPP	U.S. Fire Administration	Wildfire Management in Parks	$146,593	$162,822
NEA	National Endowment for the Arts	Downtown Public Arts Project	$100,000	$200,000
DOT	Bridge Investment Program	Lone Elm Road Bridge over Turkey Creek	$7,910,541	$9,888,176
	GRAND TOTAL		$8,657,134	$10,750,998

NEXT STEPS

- Continue to Execute Grant Projects within Performance Period
- Complete required Grant paperwork and Submit timely Reimbursement Requests
- Present Periodic Public Project Status Updates

Questions?

Thank You!



Zora & Duquesne Roundabout Beautification Options

Public Works | December 15, 2025

City Council Presentation



JOPLIN MISSOURI

Options for Discussion:

- Dyed concrete option viability and cost estimate
- Decorative mural, cost of past murals (8th & Main), would have to follow bidding selection and approval of design
- Colored lights at center pointing down at slope, cost estimate
- Colored lights on poles outside of driving lanes pointed at center, viability (may not work), cost estimate
- Sculpture in center (could be industrial park themed), cost estimate

Public Works | December 15, 2025

City Council Presentation



Next Steps:

- Council Thoughts on Options
- Cost estimates for Each
- Follow bidding selection and approval of design
- Webb City coordination and discussion.

JOPLIN CITY COUNCIL
DECEMBER 1, 2025
MEETING MINUTES

CALL TO ORDER

The December 1, 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 Dr. Mark Farnham.

ROLL CALL

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

PRESENTATIONS

Health Operational Assessment Report

Tracy Kulik presented.

Regional Homelessness Commission Update

Tony Robyn presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-287

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

COUNCIL BILL NO. 2025-287

Mr. Lawson introduced Council Bill No. 2025-287 -AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and include in District R-1 (Single-Family Residential) property as described below and generally known as the Northeast Corner of W 20th Street and South Empire Avenue, Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2025-287 be tabled. Voting in favor were Council Members: Copple, DeTar, Farnham, Lawson, and Shaw 5. Nays: Bard , Carlin, Cortez, and Jackson. 4. This Council Bill was TABLED.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-285

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

COUNCIL BILL NO. 2025-285

Mr. DeTar introduced Council Bill No. 2025-285 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the Southwest corner of 7th Street and Old Scotland Rd, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2025-285 be placed on first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-288

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

COUNCIL BILL NO. 2025-288

Mr. DeTar introduced Council Bill No. 2025-288 - AN ORDINANCE providing to vacate a drainage easement, located at 2139 E Nashville St, City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2025-288 be placed on first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-289

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

COUNCIL BILL NO. 2025-289

Mr. Jackson introduced Council Bill No. 2025-289 - AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C -3 (Commercial) property as described below and generally known as 3508 N Range Line Rd, Joplin, Jasper County, Missouri. Motion by Mr. Jackson, second Mr. DeTar that Council Bill No. 2025-289 be placed on first reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Abstained: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-015

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.

RESOLUTION NO. 2025-015

Mr. Lawson introduced Resolution No. 2025-015 - A RESOLUTION granting a Special Use Permit (1st Request) for a Family Day Care Home, located at 230 N McKinley Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Dr. Farnham that Resolution No. 2025-015 be passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-291

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

COUNCIL BILL NO. 2025-291

Mr. DeTar introduced Council Bill No. 2025-291 - AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause.

Motion for this item will be made under Ordinances-Emergency.

CONSENT AGENDA

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

Minutes of the November 17, 2025, Meeting

COUNCIL BILL NO. 2025-014 - AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82 – Offenses and Miscellaneous Provisions, Article V. - Offenses Against Health and Safety, by enacting a new section prohibiting the offense of criminal mischief; and establishing a time for this ordinance to become effective.
Ordinance No. 2025-174

COUNCIL BILL NO. 2025-015 - AN ORDINANCE approving the 2025 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; and authorizing the City Manager to execute the same by and on behalf of the City.
Ordinance No. 2025-175

COUNCIL BILL NO. 2025-151 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-176**

COUNCIL BILL NO. 2025-546 - AN ORDINANCE repealing Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-177**

COUNCIL BILL NO. 2025-547 - AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-178**

COUNCIL BILL NO. 2025-548 - AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-179**

COUNCIL BILL NO. 2025-549 - AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-180**

COUNCIL BILL NO. 2025-550 - AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.
Ordinance No. 2025-181

COUNCIL BILL NO. 2025-551 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2025-2026; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.
Ordinance No. 2025-182

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2025-291

Mr. Copple introduced Council Bill No. 2025-291 - AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause. Motion by Mr. Copple, second by Ms. Carlin, that Council Bill 2025-291 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. **Ordinance No. 2025-183.**

COUNCIL BILL NO. 2025-552

Mr. Lawson introduced Council Bill No. 2025-552 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill 2025-552 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. **Ordinance No. 2025 -184.**

COUNCIL BILL NO. 2025-553

Mr. Copple introduced Council Bill No. 2025-553 - AN ORDINANCE approving a Contract by and between the City of Joplin and Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham, that Council Bill 2025-553 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. **Ordinance No. 2025 - 185.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-017

Mr. DeTar introduced Council Bill No. 2025-017 - AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall. Motion by Mr. DeTar, second by Dr. Farnham, that Council Bill 2025-017 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9. The Bill was read as Council Bill No. 2025-017. Mr. Peter Edwards will be bringing MOU revisions to the next meeting. This item will be heard under 2nd and 3rd Reading.

A break was taken at 8:17 PM. Meeting reconvened at 8:26 PM

COUNCIL BILL NO. 2025-152

Mr. Copple introduced Council Bill No. 2025-152 - AN ORDINANCE approving the City of Joplin to enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) for construction of the East Town Sidewalks 2025 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective. Motion by Mr. Copple, second by Mr. DeTar, that Council Bill 2025-152 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9. The Bill was read as Council Bill No. 2025-152.

COUNCIL BILL NO. 2025-154

Dr. Farnham introduced Council Bill No. 2025-154 - AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Seven Thousand Four Hundred Five and 00/100 Dollars ($157,405.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective. Motion by Dr. Farnham, second by Mr. Bard, that Council Bill 2025-154 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9. The Bill was read as Council Bill No. 2025-154.

COUNCIL BILL NO. 2025-155

Mr. Lawson introduced Council Bill No. 2025-155 - AN ORDINANCE approving Work Authorization AMA-OC-025-008 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of Four Hundred Eighty Thousand and 00/100 dollars ($480,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. DeTar, that Council Bill 2025-155 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9. The Bill was read as Council Bill No. 2025-155.

COUNCIL BILL NO. 2025-623

Dr. Farnham introduced Council Bill No. 2025-623 - AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Two Hundred and Eighty-Five Thousand Four Hundred Seventy Dollars and No Cents ($285,470.00) for the purchase of five (5) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Dr. Farnham, second by Mr. Bard, that Council Bill 2025-623 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9. The Bill was read as Council Bill No. 2025-623.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Shawnya Fisher addressed Council.

Mr. Jackson would like for the discounts provided to Veterans for city services, also be provided to city employees.

Mr. Copple requested an update on the appearance of the Zora Roundabout.

The meeting was adjourned at 8:47 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-152 Construction Agreement between City of Joplin and R.E. Smith Construction Company for the East Town Sidewalks 2025 project

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-152; Agreement; Location Map; Bid Summary

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Planning and Community Development, Troy Bolander; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) for construction of the East Town Sidewalks 2025 project.

BACKGROUND
The City has received authorization for the release of funds for the 2025 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalks, streets, curb and gutter, storm water, and sanitary sewer systems in designated neighborhoods. The East Town Sidewalks 2025 project focuses on sidewalk and curb and gutter improvements in the designated neighborhood. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the construction of the East Town Sidewalks 2025 project was advertised in the Joplin Globe on October 18th, 2025, and bids were received by the City on November 12th, 2025. Three bids were received, with R.E. Smith Construction Company selected as the lowest responsive bidder. The bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed by April 2nd, 2026. Federal CDBG grant funds in the approximate amount of $499,513.00 will reimburse the Infrastructure Fund for this project. This project was designed by city staff. Construction oversight and project management will be provided by city staff as well.

FUNDING SOURCE
This is included in the FY 2026 Budget in the Infrastructure Improvements Fund.

RECOMMENDATION

Staff recommends approval of Council Bill 2025-152 on 1st reading.

BID SUMMARY

PROJECT: EAST TOWN SIDEWALKS 2025

DATE OF BID OPENING: November 12, 2025

CONTRACTOR	BID
Goins Enterprises, Inc.	**$551,939.00**
R.E. Smith Construction Company	**$499,513.00**
Sprouls Construction, Inc.	**$629,905.00**
Engineers Estimate	**$528,640.50**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND R.E. Smith Construction Company

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: R.E. Smith Construction Company Address: 1036 W. 2nd St.	
Attention: Coty Pringle		Attention: CLINTON R. WALTON	
Department: Public Works		Phone: 417-623-4545	Fax:
Phone: 417.624.0820 ext: 1557	Fax: 417.624.4620	Project: **EAST TOWN SIDEWALKS 2025** **CDBG GRANT No. B-25-MC-29-0008**	

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

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

EAST TOWN SIDEWALKS 2025
CDBG GRANT No. B-25-MC-29-0008

The City and Contractor agree to the following:

1. Manner and Time for Completion. 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 April 2, 2026, from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri, or the Department of Labor as defined in the Davis-Bacon Act.

a. Missouri Wage Rate. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred

dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. Davis Bacon. The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $499.513.00 (Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects. By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the

USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

8. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Liability and Indemnity.

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

b. 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. Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If Contractor uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use

of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced because of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced because of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

21. Contract Documents. 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) dollars, said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection. This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of

said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)). Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

27. Anti-Lobbying. Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. Nonresident/Foreign Contractors. 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.

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

32. Statement that Project Federally Funded. It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

33. Records and Audits. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Joplin, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business. Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968.

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) Consultant will send to each labor organization or representative of workers, if applicable, with which he

has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) Consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may

be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

45. Interest of Contractor and Employees. 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. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

federal work authorization program.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

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

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR

By: R.E. Smith Construction Company
Printed: Clinton R. Walton
Title: CEO

CITY OF JOPLIN, MISSOURI

_____

Daniel Johnson P.E., Public Works Director

COMMUNITY DEVELOPMENT

_____
Troy Bolander, Planning & Community Development Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

R.E. Smith Construction Company

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 Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) 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:

EAST TOWN SIDEWALKS 2025
CDBG GRANT No. B-25-MC-29-0008

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

R.E. Smith Construction Company

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 Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00)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:

EAST TOWN SIDEWALKS 2025
CDBG GRANT No. B-25-MC-29-0008

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

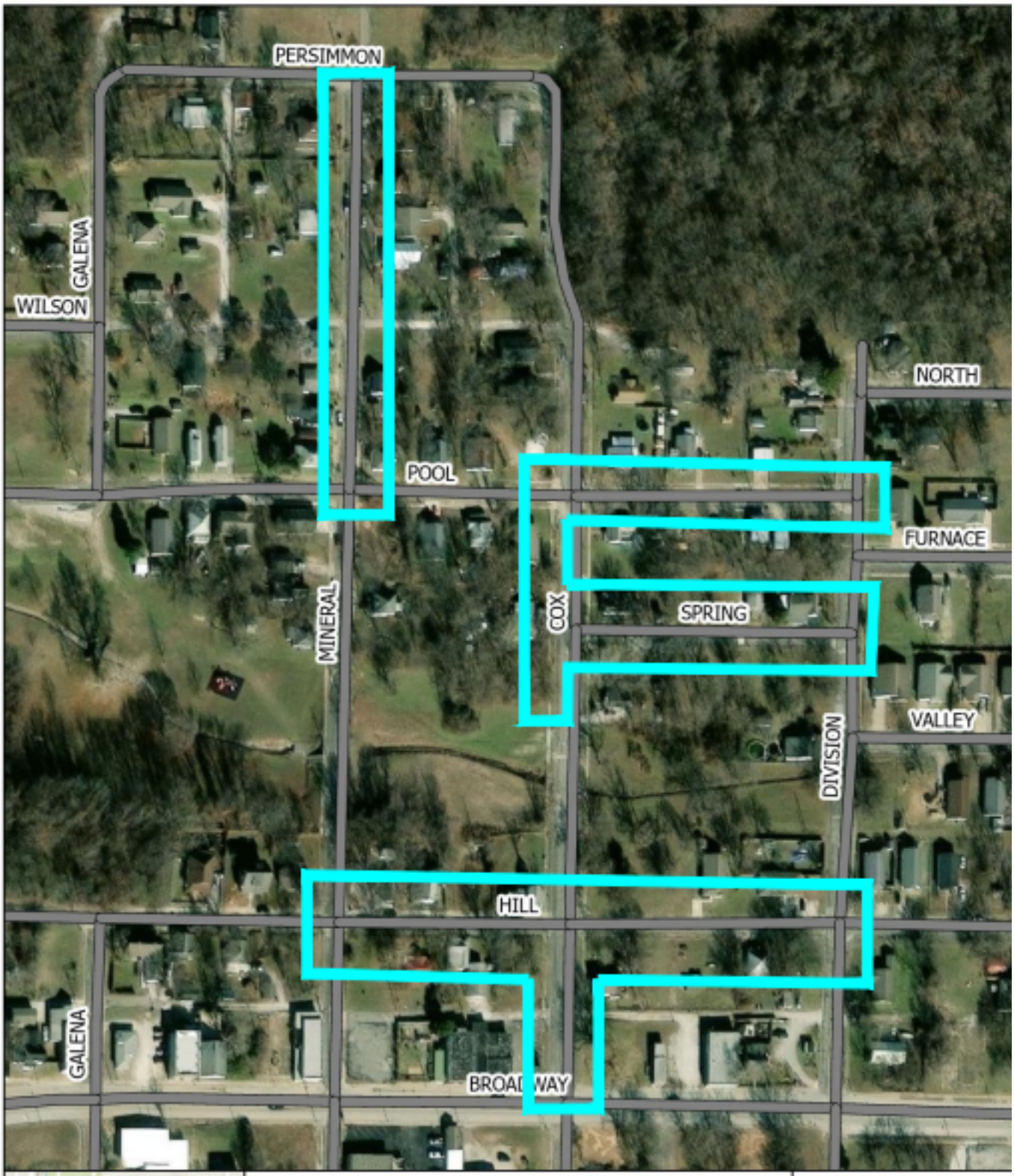
_____
Leslie Haase, Director of Finance

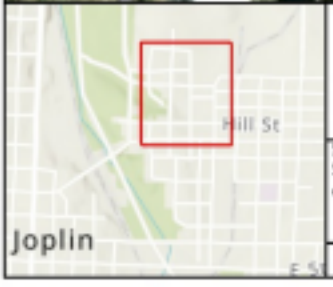
By _____
Printed Name/Title

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.





EAST TOWN SIDEWALKS

State of Missouri, Maxar, Microsoft, Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2025

Coordinate System: NAD 1983 StatePlane Missouri West FIPS 2403 Feet

N

0 100 200 Feet

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COUNCIL BILL NO. 2025-152 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) for construction of the East Town Sidewalks 2025 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) for construction of the East Town Sidewalks 2025 project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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 Infrastructure Improvements Fund.

Section 4. That this Council Bill shall have an effective date of December 16, 2025.

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

day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-152 **ORDINANCE NO**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-154 -- Issuance of Purchase Order to Tri-State Truck Center, Inc., for purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

MEETING DATE
December 1st, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-154, Ordinance, Sales Quotation from Tri-State Truck Center, Inc., (Sourcewell Contract #56543)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Tri-State Truck Center, Inc., (Sourcewell Contract #56543) in the amount of One Hundred Fifty-Seven Thousand Four Hundred Five and 00/100 Dollars ($157,405.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

BACKGROUND
The Sewer Treatment Division Biosolid Hauling/Application program is transitioning its fleet of haulers from 18-wheel tanker semis to 10-wheel tandem axle trucks. This transition was necessary due to the reduced size of acreages participating in the biosolids application program and the difficulty in hiring Class A CDL drivers. These factors, along with the age and condition of the current fleet, led the Public Works Sewer Treatment Division to request approval to purchase a new 4000 Gallon Sludge Hauler to replace a 2002 model 6000-gallon semi during the FY 2025-2026 Budget process. To obtain the best pricing Department staff used the competitively bid government Sourcewell contract #56543 with Tri-State Truck Center, Inc., to purchase a suitable replacement for the semi-truck. The 2025 Mack GR64F meets the future requirements of the Sewer Treatment Division Biosolid Hauling/Application Program. This is a cab and chassis only. The tank will be purchased and installed using a separate purchase order. This purchase was included in the FY 2025-2026 budget.

FUNDING SOURCE
This is included in the FY 2026 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-154 on 1st reading.

City of Joplin Mo

3457 West Eddy Lane

Sourcewell Member Number # 56543

Attn: C.L Brodie

November 11, 2025

Tri State Truck Center is pleased to submit the following proposal for the purchase of (1) Mack GR64F chassis with mDRIVE transmission. We thank you for your consideration and time with this opportunity.

- Sourcewell member price: $155,964.00 chassis only
  - Sourced Good: PDI $1,441.00

➢ Total price per unit: $157,405.00

Thank you for your consideration,

Jake Simmons | Sales Consultant

Tri-State Truck Center

Accepted by:

_____ Date: 11/12/2025

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

JOPLIN
3457 West Eddy Lane
JOPLIN
MO 648017758

DATE

11/11/2025

PREPARED BY

TRI-STATE TRUCK CENTER, INC
3100 DAVIS BLVD
JOPLIN
MO 64804

QUOTE INFORMATION

TRIST2025000261C483
GRANITE 64FR
Qty: 1
Sourcewell Number: 56543

TRI STATE TRUCK CENTER℠



TECHNICAL SPECIFICATION

GRANITE 64FR

				WEIGHT (LB)	
MODEL DEFINING			**DESCRIPTION**	FRONT	REAR
S	PB100M	PRICE BOOK LEVEL	2008-10-07	0	0
S	LAX05X	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

				WEIGHT (LB)	
APPLICATION PACKAGES			**DESCRIPTION**	FRONT	REAR
	MPK07K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO			**DESCRIPTION**	FRONT	REAR
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	4,853	1,764
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84025	INTENDED REGISTRATION LOCATION	MISSOURI	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	5FFA1X	BRAND ORNAMENT	BULLDOG, GOLD	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	0051K5	VEHICLE USE & BODY/TRAILER TYPE	VACUUM TRUCK	0	0
	2KEZ1X	TRAILER TYPE	WITHOUT TRAILER TYPE	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	QCXB1X	TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
S	032A89	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0
	0260H6	SALES PROMOTION	SOURCEWELL SALES PROGRAM	0	0

				WEIGHT (LB)	
ENGINE/TRANSMISSIONS			**DESCRIPTION**	FRONT	REAR
	100450	ENGINE / MOTOR	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21	2,108	530
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	1360Z6	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)	503	168
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
EXHAUST/EMISSIONS			**DESCRIPTION**	FRONT	REAR
	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	Y7BC1X	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0
S	DF10O1	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O BRIGHT FINISH EXHAUST	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	851004	AIR DRYER POSITION (CA)	STANDARD AIR DRYER LOCATION	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0
	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	31	0
	110AA6	ENGINE BRAKE	MACK MP8 POWERLEASH	0	0
S	JMXB1X	VEHICLE/TRAILER STOP LAMP APPLICATION (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	J2EAAX	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
	H9XK1X	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MBXA1X	RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
	MAH01I	PLUG QUANITY & TYPE	SINGLE (1) 120V-15A PLUG	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	2YBZ1X	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	49200B	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	133AC7	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
S	195045	DRIVELINE - MAIN	MERITOR RPL35, WITH CROSS SERRATED YOKE (PROPS-XL)	20	45
S	204014	DRIVELINE - INTERAXLE	MERITOR RPL25	0	36
S	76AXAX	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT CROSS SERRATED YOKE (where applicable)	0	0
S	8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
S	7RXD1X	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)	0	0
S	139049	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER	0	0
	3IAA2X	GRADE GRIPPER	GRADE GRIPPER	0	0

				WEIGHT (LB)	
FRONT AXLE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
	244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
	241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0
	U3XC9X	BRAKE DRUMS - FRONT	BRAKE, FRONT, DRUM LIGHT WEIGHT TRUTURN	0	0
S	UDXA1X	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE	5	0
	U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
	V7AB1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
	0KXA1X	HUBS - FRONT	FERROUS	157	0
S	61500A	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	0	0
	245AB0	STEERING	SHEPPARD SD110 + HD94	206	0

				WEIGHT (LB)	
REAR AXLE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
	2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S	6MAA1X	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE	0	0
S	617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S	01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
	254016	TRACTION DIFFERENTIAL	MACK INTERWHEEL POWER DIVIDER (LIMITED SLIP DIFFERENTIAL)	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAXAWX	REAR AXLE RATIO	4.19 RATIO	0	0
	1860J6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	0	1,930
	XZXA1X	TRUNNION BUSHING	BRONZE	0	36
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	34
	2AAABX	SHOCK INSULATORS	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
S	XYXB1X	TRANSVERSE TORQUE RODS	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	0
S	237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
	U4XA2X	BRAKE DRUMS - REAR	MERITOR "MACHINE-TO-BALANCE" FULL CAST	0	5

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
REAR AXLE EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	9GAABX	ABS SENSOR/CHANNEL OPTION	6S/6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS	5	0
S	6980C8	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M	0	0
S	URXD1X	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	H9CA1X	TRACTION CONTROL DISABLE (CA in PC29 only)	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS			**DESCRIPTION**	FRONT	REAR
	271246	WHEELBASE	246"	327	327
	374057	AF (OVERHANG)	57"	-22	285
	MCE09E	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Partial Liner; RBM 3,580,000 LB-IN	0	0
S	A0XH1X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	18	-2
	281AA6	CROSSMEMBERS	BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM	27	27
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS	0	0
	4DXP1X	FRONT BUMPER	FLUSH-STAINLESS CLAD ALUMINUM	98	-4
S	4ZAAAX	TRUNNION BRACKET	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
	4EXF1X	TOWING DEVICE, FRONT	(2) CLEVIS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
S	288AF2	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED	142	71
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL LINE MATERIAL	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

				WEIGHT (LB)	
AIR/BRAKE			**DESCRIPTION**	FRONT	REAR
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	UWXC1X	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	3MBA1X	PARK BRAKE ALARM	ALARM TO SOUND WHEN DRIVER DOOR OPENED & PARKING BRAKE NOT ON	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
ELECTRICAL			**DESCRIPTION**	FRONT	REAR
S	3120A2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL	0	0
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7

				WEIGHT (LB)	
TRAILER CONNECTIONS			**DESCRIPTION**	FRONT	REAR
S	WGXB1X	HAND CONTROL VALVE	W/O HAND CONTROL VALVE	-6	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

				WEIGHT (LB)	
PTO			**DESCRIPTION**	FRONT	REAR
	189AA6	TRANSMISSION MOUNTED PTO	PTRD-F, Single RH: SAE 1350/1410 Flange (Outer)	36	9
	D4AB1X	AMT/AUTOMATIC TRANS PTO FUNCT.	TRANSMISSION PTO FUNCTIONS ENHANCED	0	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

				WEIGHT (LB)	
SPECIALTY EQUIPMENT			**DESCRIPTION**	FRONT	REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)			**DESCRIPTION**	FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
S	4AXC1X	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	I0XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)			**DESCRIPTION**	FRONT	REAR
S	C52082	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
S	20XA1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM	0	0
S	13AA1X	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)			**DESCRIPTION**	FRONT	REAR
S	E3XD1X	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AC1X	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0
	5BXC3X	RADIO ANTENNA - CB	PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)	3	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)			**DESCRIPTION**	FRONT	REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
	196ABQ	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION	67	16
	MAP06P	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9
	MAQ07Q	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
	0HAA1X	SEAT - DUST COVER(S)	SEAT, DUST COVER FOR DRIVER'S SEAT	3	0
	3PXC1X	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT	0	0
S	D8XC1X	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	STARTER SWITCH	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

				WEIGHT (LB)	
CAB EXTERIOR			**DESCRIPTION**	FRONT	REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
S	400010	GRILLE	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FENDER EXTENSIONS	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
S	1520B2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS	0	0
S	153AA2	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER CONVEX	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
CAB EXTERIOR			**DESCRIPTION**	FRONT	REAR
	157037	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	9	0

				WEIGHT (LB)	
AERODYNAMIC DEVICES			**DESCRIPTION**	FRONT	REAR
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

				WEIGHT (LB)	
WHEELS & TIRES			**DESCRIPTION**	FRONT	REAR
	9006S0	TIRES BRAND/TYPE - FRONT	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs) (Total for QTY = 2)	340	0
	5312W1	WHEELS - FRONT	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE (Total for QTY = 2)	133	0
	9016D1	TIRES BRAND/TYPE - REAR	11R22.5 H CONTINENTAL HDC 3 (24020 lbs) (Total for QTY = 8)	0	1,165
	34608Q	WHEELS - REAR	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318
S	15XABX	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0
S	80AA1X	WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT	0	0
S	3PBA1X	WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0

				WEIGHT (LB)	
COMMUNICATION SYSTEMS			**DESCRIPTION**	FRONT	REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	FAN ENGAGEMENT TIME-A/C	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERIDE %ENGINE LOAD	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0

TECHNICAL SPECIFICATION *(cont.)*

ENGINE ELECTRONICS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ABAX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

TRANSMISSION ELECTRONICS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	M050U5	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, MANUAL RETURN (premium)	0	0
S	6SAA1X	mDRIVE MACKCELLERATOR	MACKCELLERATOR ENABLE	0	0
S	779001	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0	0
	B1EA1X	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL	0	0
S	MAV01V	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0	0

VEHICLE ELECTRONICS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL SPEED LIMITER	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E4AAAX	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	0PAZ1X	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

PTO ELECTRONICS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	Y9CR1X	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	Z1CR1X	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0

				WEIGHT (LB)	
PTO ELECTRONICS			**DESCRIPTION**	FRONT	REAR
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

				WEIGHT (LB)	
PAINT			**DESCRIPTION**	FRONT	REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0
S	MPC998	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	95103K	CHASSIS RUNNING GEAR	MACK BLACK (60 GLOSS); 250-12370	0	0
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX			**DESCRIPTION**	FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			**DESCRIPTION**	FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0

TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			**DESCRIPTION**	FRONT	REAR
S	M54104	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0

				WEIGHT (LB)	
CONNECTED SERVICES			**DESCRIPTION**	FRONT	REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

FRONT / REAR AXLE WEIGHTS (LB)	9685	8625
TOTAL WEIGHT (LB)	18310	

PERFORMANCE - PREDICTOR

Inputs Required	DWGRef	Inputs	UOM
Vehicle Type		Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level		>67 MPH / >108KPH	MPH
Frontal Area		110.0	FEET²
Accessory Power Loss		11.0	HP

VEHICLE SPECIFICATION SUMMARY		
Model		GRANITE 64FR
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		ON-OFF HIGHWAY, STARTING GRADES<18%
Body/Trailer Type		
Loading/Unloading Surface Type		CONCRETE LOADING AND / OR UNLOADING SURFACE
Engine		MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21
Peak Power	HP	445.0 @ 1400 - 1700
Peak Torque	Newton Meters	2508 @ 1000
Transmission		MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
Rear Axle		46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING
Rear Axle Ratio		4.19
Rear Tire		11R22.5 H CONTINENTAL HDC 3 (24020 lbs)
Tire Revolutions per	Mile	493
Total Reduction		3.27

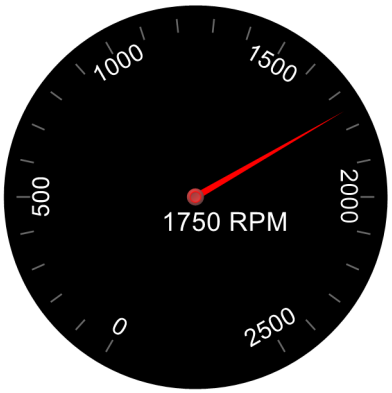
CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1750		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1750	1100 - 1300 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1750	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	41.0 - 48.5	MPH	1100 - 1300		
Top Gear Speed Range	37.3 - 78.3	MPH	1000 - 2100	65.2 MPH	OK
Minimum Practical Speed In Reverse	1.3	MPH	600		
Maximum Practical Speed in Reverse	4.4	MPH	2100		
Minimum Practical Speed In Lowest Forward Gear	1.5	MPH	600		
Maximum Practical Speed In Lowest Forward Gear	5.2	MPH	2100		

	Concrete / Asphalt	UOM		
Wheel HP Required at (65 MPH) Cruise Speed	249.5 / 276.0	HP		
Wheel HP Required at (75 MPH) Road Speed Limit	249.5 / 276.0	HP		
Wheel HP Required at (92 MPH) Top Speed	371.8 / 405.7	HP		

PERFORMANCE - PREDICTOR *(cont.)*

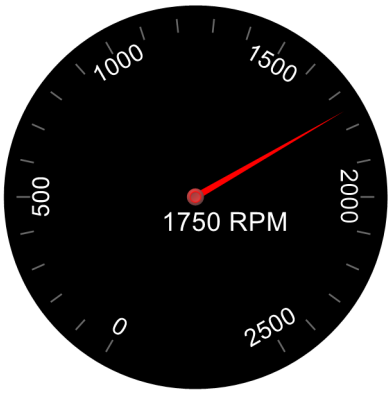
VEHICLE SPECIFICATION SUMMARY			
Gradeability		Recommended Min. Gradeability in Top Gear	
Maximum in Top Gear (Concrete)	3.5%	0.0%	OK
Maximum in Top Gear (Asphalt)	3.3%	0.0%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	36.7%	18.0%	OK
Loading/Unloading Surface Type	CONCRETE LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)	64.3 MPH	>67 MPH	CHECK!
	@1725 rpm in 12th gear	PL5	
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	Status		
100% Max Power available after shift	Acceptable		
>95% Very Good >90% Acceptable			
Performance Level	Recommended Speed on 1.5% Grade	Min. Gradeability in Top Gear	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	

RPM at 65 MPH





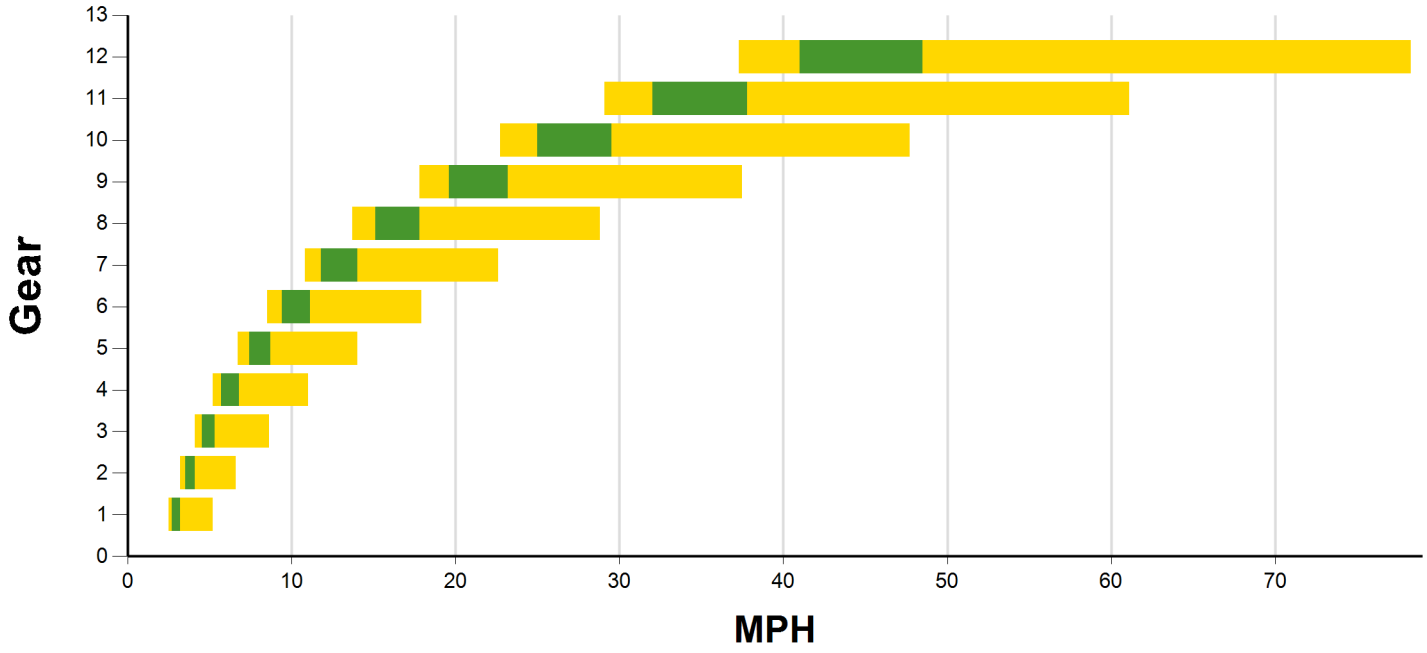
RPM at Cruise Speed



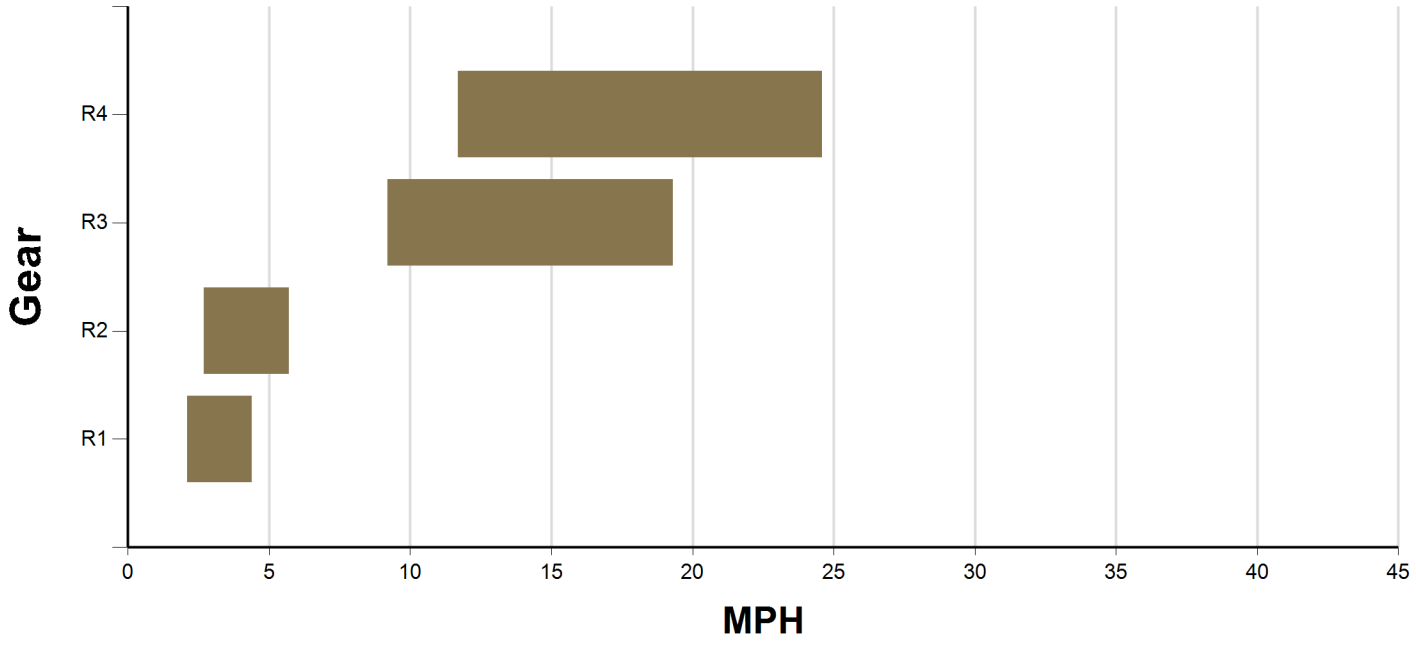


	MPH	RPM
Minimun of Engine Range	37.3	1000.00
Minimum of Economy Range	41.0	1100.00
Cruise Speed	65.2	1750.12
Maximum of Economy Range	48.5	1300.00
Road Speed Limit	65.2	1750.12
Maximum of Engine Range	78.3	2100.00

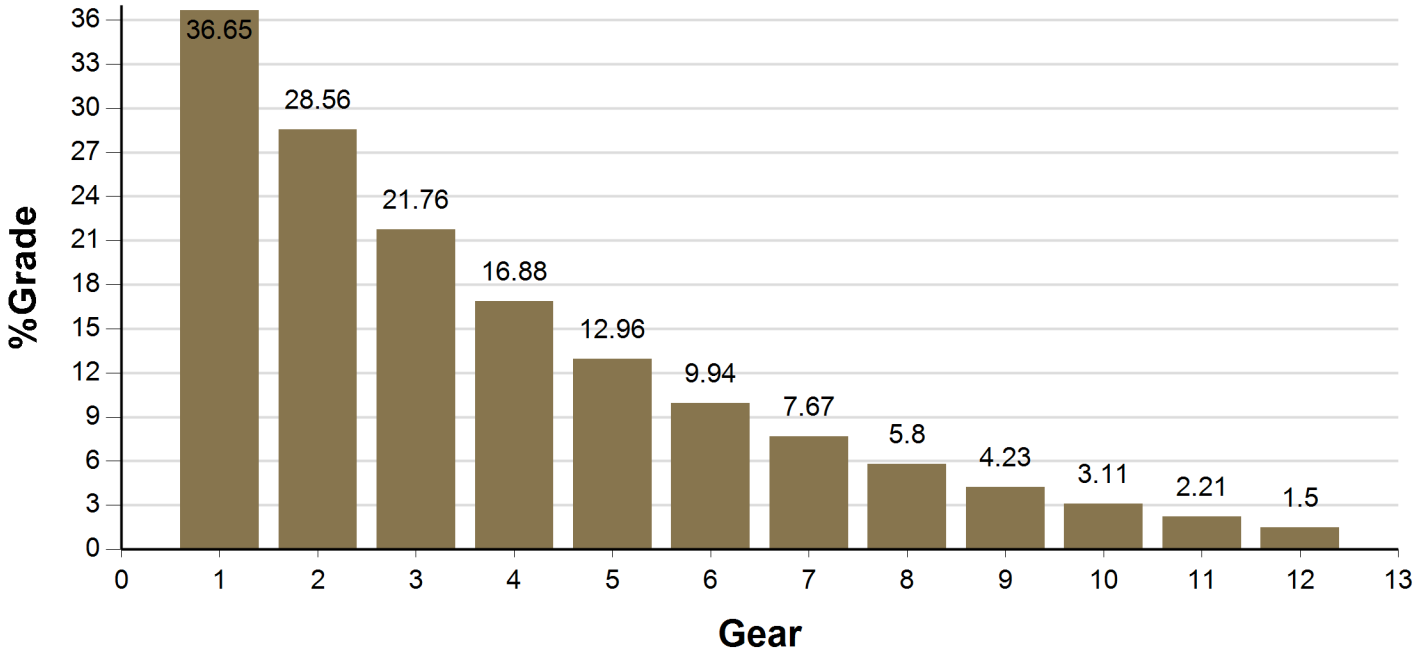
Forward Geared Speed



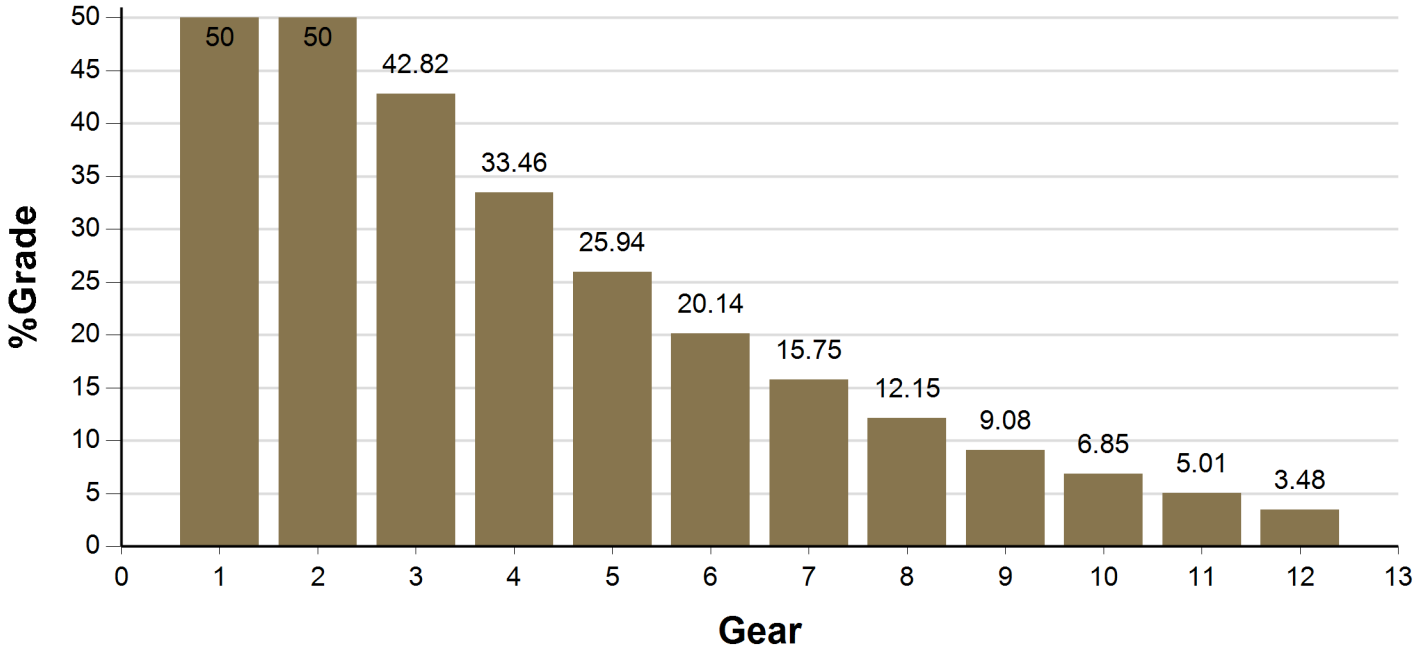
Reverse Geared Speed



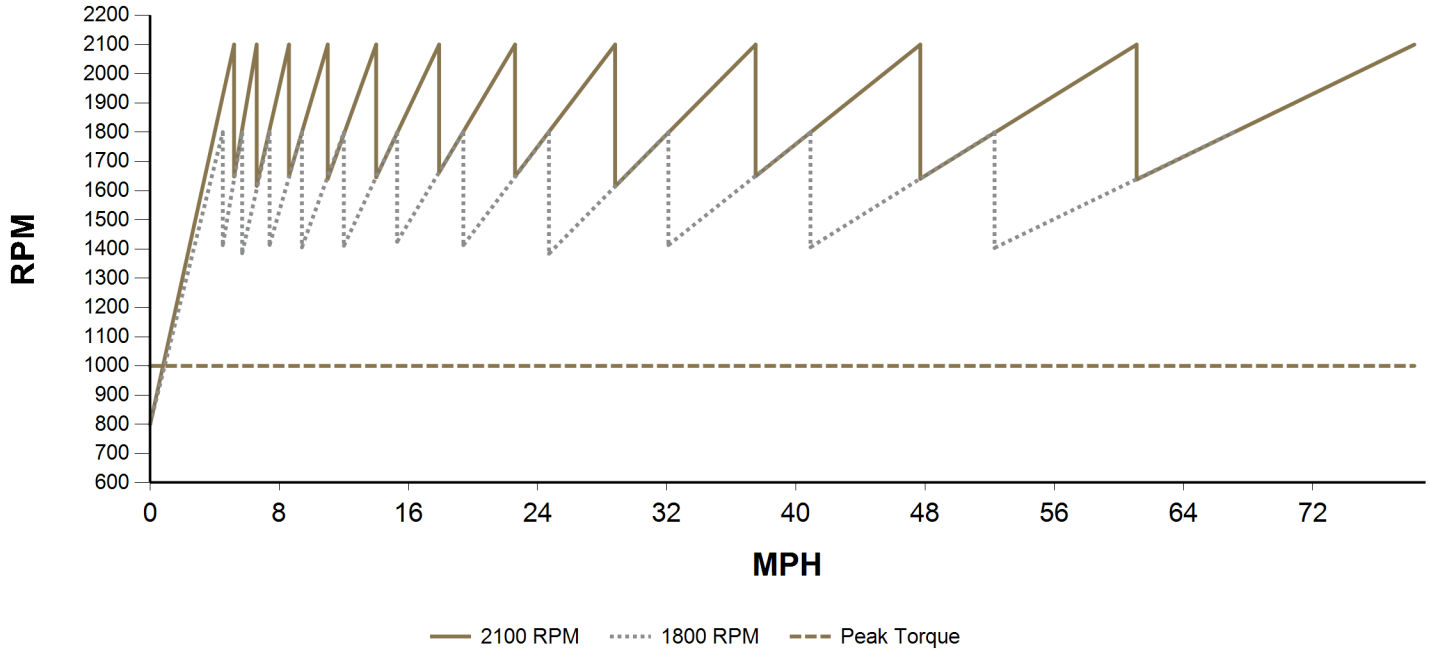
Startability



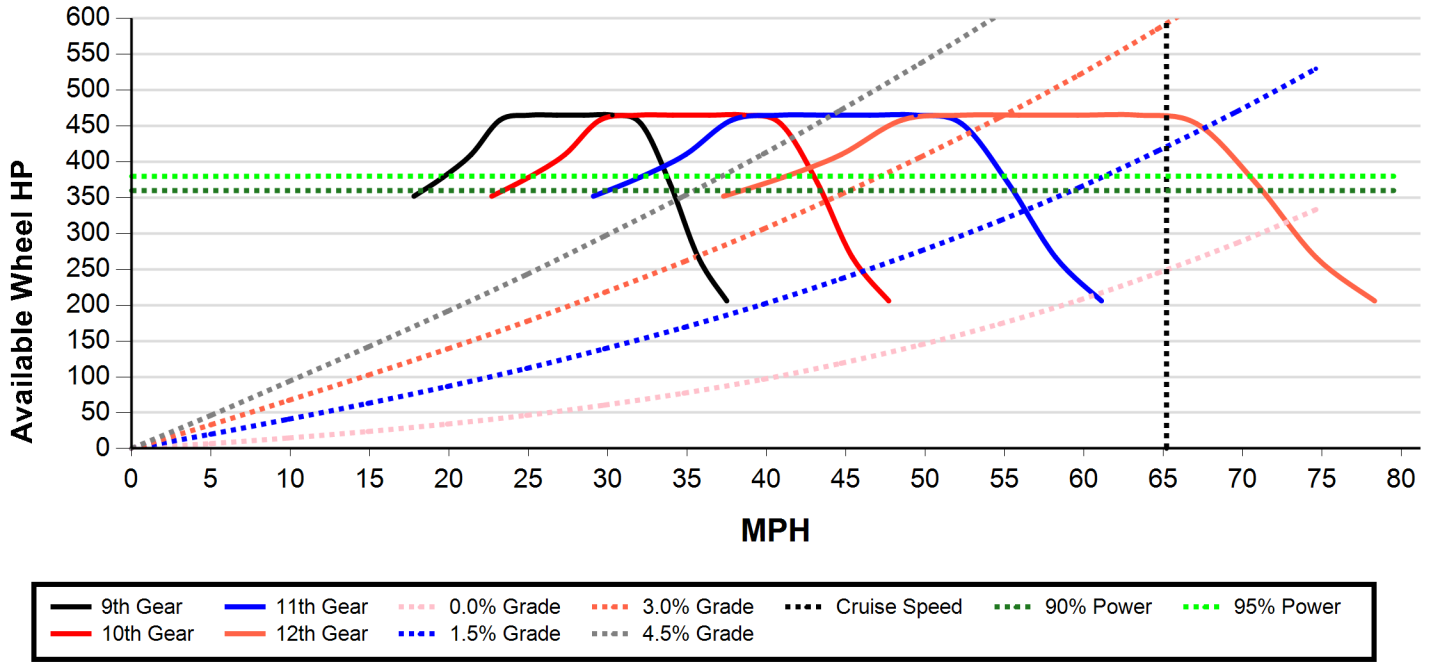
Gradeability at Max Torque



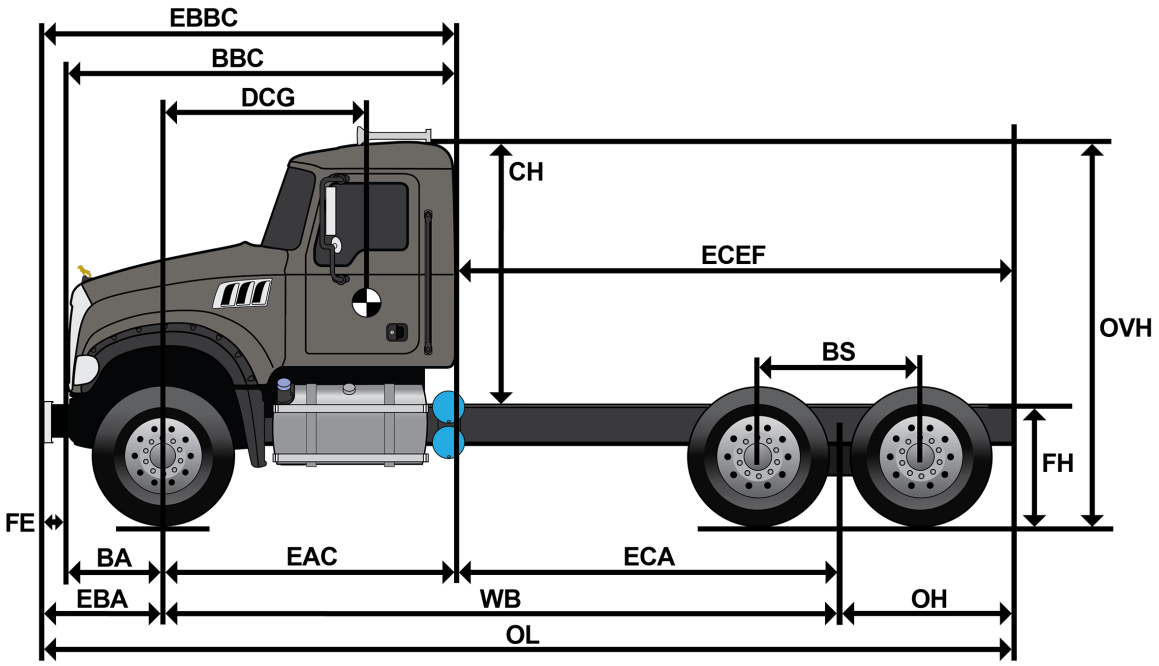
Shift Chart



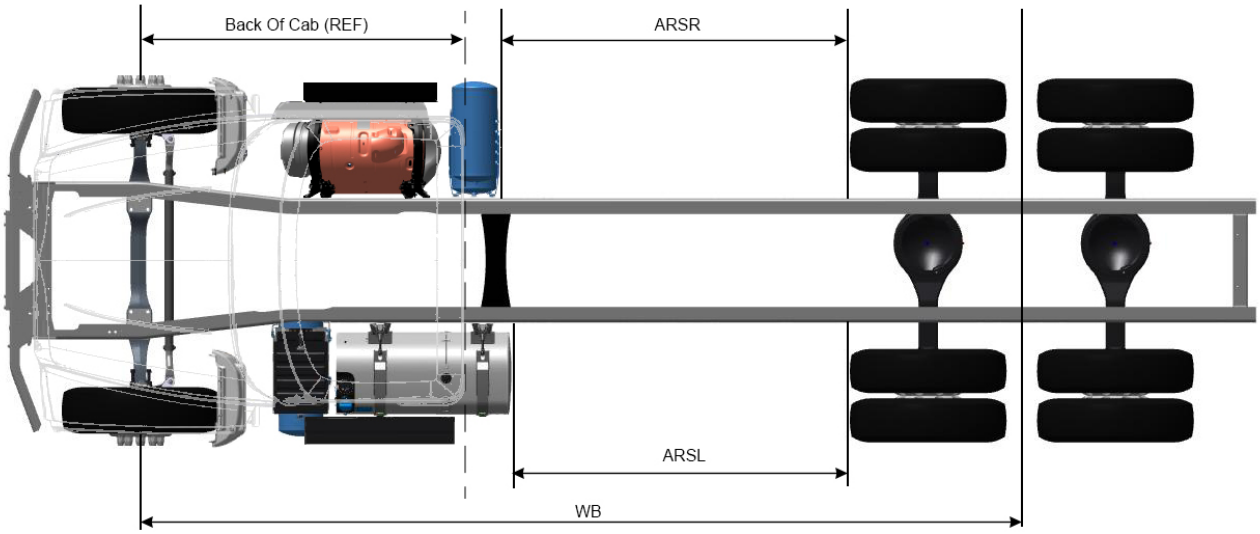
Horsepower VS. Speed



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	29.0	INCHES
Eff. Bumper to Front Axle	**N/A**	29.0	INCHES
Wheelbase	**WB**	245.9	INCHES
Rear Overhang	**OH**	57.5	INCHES
Overall Length	**OL**	332.4	INCHES
Bumper to Back of Cab	**BBC**	116.5	INCHES
Eff. Bumper to Back of Cab	**EBBC**	116.5	INCHES
Eff. Cab to Rear Axle	**ECA**	158.3	INCHES
Eff. Front Axle to Back of Cab	**EAC**	87.5	INCHES
Eff. Cab to End of Frame	**ECEF**	215.8	INCHES
Unladen Frame Height	**FH**	44.6	INCHES
Cab Height	**CH**	70.9	INCHES
Overall Height	**OVH**	118.5	INCHES
Driver CG	**DCG**	70.9	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	**BS**	50.0	INCHES

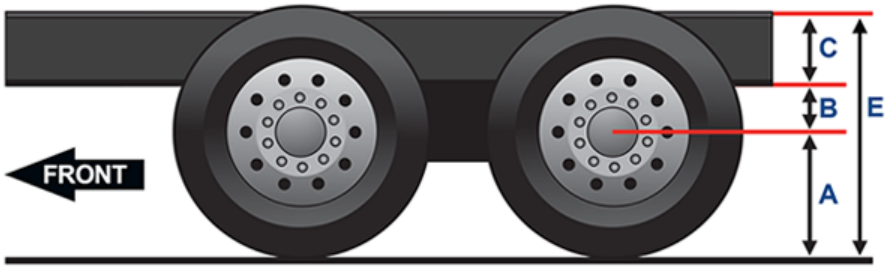


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	245.9	245.9
Available Rail Space Right	N/A	ARSR	N/A	114.4
Available Rail Space Left	N/A	ARSL	97.3	N/A
Eff. Front Axle to Back of Cab	N/A	REF	87.5	87.5
Front Axle To Fender	CDX23X	N/A	35.4	35.4
Cleartech One Unit	DPF04F	N/A	0.0	50.0
Battery Box	393AA2	N/A	15.0	0.0
66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED / W/O RH FUEL TANK	288AF2 / 290AA1	N/A	44.6	0.0
Ad-Blue Tank	DF10O1	N/A	7.5	0.0
Drive Tire Radius	9016D1	N/A	21.1	21.1

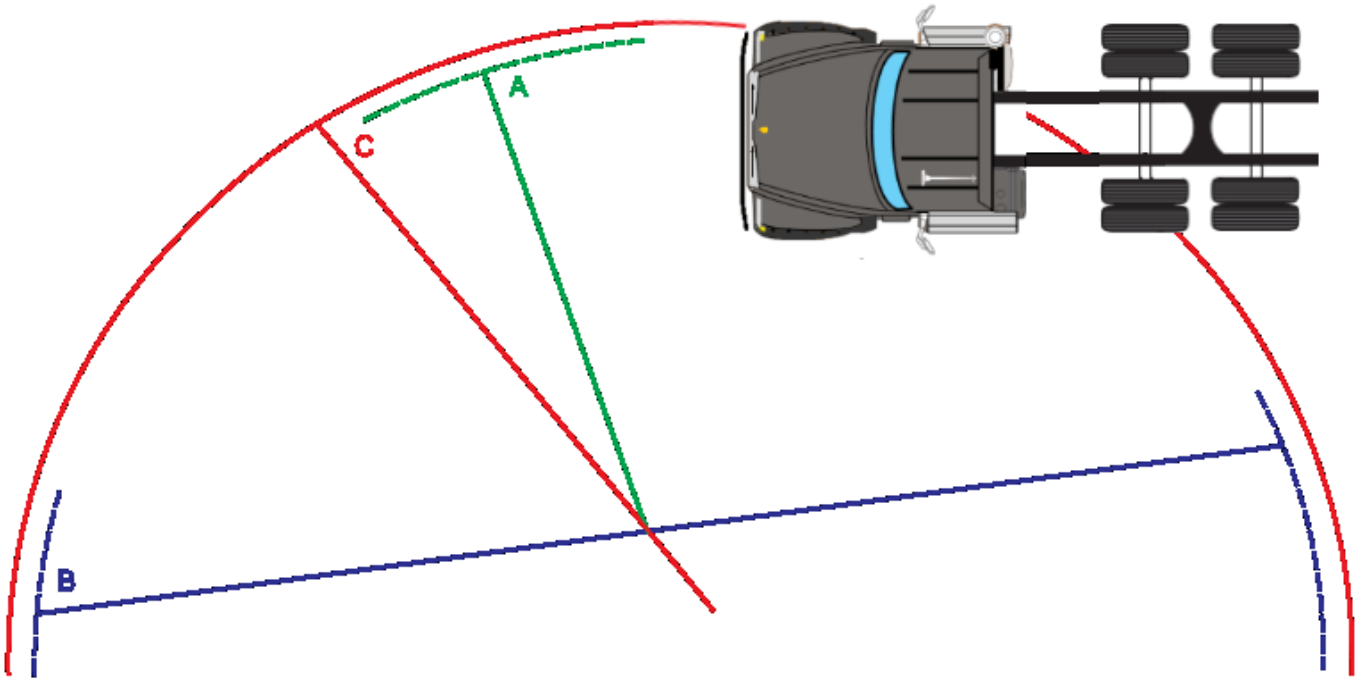


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	9016D1	**A**	21.1	19.9	INCHES
Suspension Height	1860J6	**B**	11.7	8.7	INCHES
Frame Depth	YBXGAX	**C**	11.8	11.8	INCHES
Total Height	N/A	**E**	44.6	40.4	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	**A***	38.4	FEET
Adjusted Turning Radius	**A**	42.8	FEET
Curb-to-Curb Diameter	**B**	86.9	FEET
Wall-to-Wall Diameter	**C**	93.9	FEET



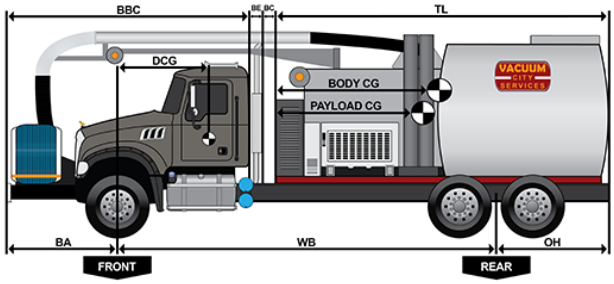
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	245.9	INCHES
Rear Overhang	N/A	OH	57.5	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	9685	8625	18310	LB
Driver(s) & Equipment Weight	143	58	201	LB
Fuel	318	134	452	LB
Body/Trailer	802	2700	3501	LB
Total Tare	10947	11516	22463	LB
Payloads				
First Body Payload	9933	33446	43378	LB
Total - Lift Axles Down	20880	44961	65840	LB
GAWR	19840	46001	65840	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AB4	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	9006S0	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs)	19840	LB
Front Wheels	5312W1	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE	24601	LB
		Front GAWR	19840	LB
Rear Axle	2680D8	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	46001	LB
Rear Suspension	1860J6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	46001	LB
Rear Tires	9016D1	11R22.5 H CONTINENTAL HDC 3 (24020 lbs)	48041	LB
Rear Wheels	34608Q	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE	59200	LB
		Rear GAWR	46001	LB
		Truck GVWR	65840	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	66000	LB

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Mack Trucks
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COUNCIL BILL NO. 2025-154 ORDINANCE NO.

AN ORDINANCE - approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Seven Thousand Four Hundred Five and 00/100 Dollars ($157,405.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

WHEREAS, Tri-State Truck Center, Inc., holds the Sourcewell Contract #56543 for the 2025 Mack GR64F.

WHEREAS, in the FY 2025-2026 budget process, Council approved and budgeted funds to cover the purchase of a replacement 4000 Gallon Sludge Hauler.

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

Section 1. That a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Seven Thousand Four Hundred Five and 00/100 Dollars ($157,405.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission, be and the same is, hereby approved.

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

Section 3. That the Fiscal Year 2025-2026 budget reflects an appropriation for the replacement of a 40 00 Gallon Sludge Hauler.

Section 4. That upon its passage this Council Bill shall have an effective date of December 16th, 2025.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sewer Fund for this appropriation to pay the amount called for in the requested purchase order.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-155 authorizing the City of Joplin to enter into an agreement with Mercury Voice and Data, L.L.C. d/b/a Optimum Communications ("Optimum") for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property.

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-155; Rights-of-Way use Agreement for Communications Facilities.

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

SUMMARY
This council bill authorizes the City of Joplin to enter into an agreement with Optimum for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements for such use of City property.

BACKGROUND
Optimum, a cable broadband provider, desires a Right-of-Way use agreement with the City of Joplin to expand their network to the Joplin area with a fiber-to-home network. Optimum will predominantly be an aerial network, with plans to co-locate on existing power poles. There will be cabinet structures installed behind the curb line at select locations.

With the approval of this agreement, construction is anticipated to begin after the second quarter of 2026. Preliminary plans are for the installation of a "backbone" fiber loop in the northwest area of the city.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommend approval of Council Bill 2025-155 on first reading.

Exhibit A

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("Agreement") is by and between **The City of Joplin,** a city organized and existing under the laws of the State of Missouri ("City"), and Mercury Voice and Data, LLC, a Missouri limited liability company ("Licensee").

RECITALS

A. City has jurisdiction over the use of the public rights-of-way in City ("Public ROW").

B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including wholesale broadband transmission service to Internet Service Providers ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("Customers"). The City acknowledges that Licensee may use all or portions of the Network for other lawful purpose, including but not limited to providing Services to residents and businesses outside the corporate limits of the City.

C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

1.1. Permission to Use and Occupy Public ROW. Pursuant to the terms of this Agreement and the exhibits thereto (which are incorporated into and made part of this Agreement), City grants Licensee permission to use and occupy the Public ROW (the "License") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "Work"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any City owned property, including poles and conduits, will be governed under a separate Agreement regarding that use. In accordance with the City's standard policy for communications providers in the City, additional terms and conditions with respect to Licensee's use and occupancy of the Public ROW to perform the Work are set forth on

Exhibit A hereto.

1.2. Subject to Federal. State and Local Law. This Agreement and the License are subject to City's valid authority under federal, state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail Federal law is paramount.

1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the Public ROW, in addition to those uses permitted by the Joplin Municipal Code. Licensee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.

1.5. No Grant of Property Interest. The License does not grant or convey any property interest.

1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

2.1. Individual Permits Required. Subject to the requirements as described in Exhibit A hereto, Licensee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network

Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City. If there is a conflict between this Agreement and Exhibit A, the terms of the Agreement will be binding on the parties.

2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense, or with any local, State or Federal grants and other funding that may become available to Licensee.

2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.

2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition.

2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage *(e.g.,* where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

2.9. Video Service Provider Fee. In accordance with RSMo §67.2689, Licensee shall pay to the City a Video Service Provider Fee that is four and one-half percent (4.5%) of Licensee's gross revenues. Said Fee shall decrease on the following schedule:

a. Beginning December 16, 2025: **4.0%**

b. Beginning December 16, 2026: **3.5%**

c. Beginning December 16, 2027: **3.0%**

d. Beginning December 16, 2028 and continuing thereafter: **2.5%**

3. City's Obligations.

Notwithstanding City's obligation as outlined in Section 3 of this Agreement, Licensee's use of Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City and any affected public utility will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City and any other public utility benefitting from this provision will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City and any affected public utility under this section will be separate from Licensee's obligation to reimburse City for any other reasonable expense City may incur.

3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with planned use of the Public ROW or City property, or property of any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the City, Licensee will, upon written notice from any of the foregoing entities, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may

be mutually agreed by the parties, taking into account the needs of the governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City or any such public entity may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) days' notice.

3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless the City reasonably determines, and substantiates in writing to Licensee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of Joplin. In that event, Licensee shall be entitled to reimbursement of its reasonable costs and expenses incurred in relation to the relocation of its Network Facilities. If there is a dispute between Licensee and the affected third party, City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.

3.4. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to the same or similar conditions existing prior to the Licensee's construction, and shall comply with the applicable provisions of the Joplin Municipal Code.

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization ("Authorized Individuals"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals,

and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Defense and Indemnity.

5.1. Obligations. Licensee shall indemnify, protect, defend and hold City and its officers, elected representatives, and employees, harmless from any and all claims, demands, liabilities and costs, including reasonable attorney's fees, costs and expenses, arising from damage or injury, occurring as a result of any acts or omissions of Licensee, its constituent members or partners, their employees, agents, contractors, or other acting through or under Licensee in connection with Licensee's activities connected with this Agreement and/or in connection with Licensee's use of City right-of-way and any services provided under this Agreement.

5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.

5.3. Conditions. Section 5.1 (Obligations) is conditioned on the following: (a) City making its best efforts to promptly notify Licensee in writing of any claim or demand and any allegation(s) that preceded the claim or demand no later than fifteen (15) days after City became aware of the claim or demand; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of any claim and legal proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

6. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

7. Performance Bond. In accordance with the terms of Section D(l) of Exhibit A, Licensee will provide City with a performance bond in the amount of fifty thousand dollars ($50,000.00).

8. Insurance.

8.1. Licensee will carry and maintain liability insurance in the amounts and in accordance with the terms set forth in Section D (2) of Exhibit A.

9. Term. Consistent with the terms of Section F(3) of Exhibit A, this Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any required implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive ten (10) year terms (each a "Renewal Term") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

10. Equal Protection. If any other provider of Services (without regard to the technology used to deliver such services) is lawfully authorized by the City or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the City, the City shall within thirty (30) days of a written request from Licensee, modify this Agreement to insure that the obligations applicable to Licensee are no more burdensome than those imposed on the competing provider. If the City fails to make modifications consistent with this requirement, Licensee's Agreement shall be deemed so modified thirty (30) days after the Licensee's initial written notice. As an alternative to the Agreement modification request, the Licensee shall have the right and may choose to have this Agreement with the City be deemed expired thirty (30) days after written notice to the City. Nothing in this Agreement shall impair the right of the Licensee to terminate this Agreement and, at Licensee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

11. Termination.

11.1. Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1. to any Affiliate (as defined below) of Licensee;

11.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

11.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will not remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, partnership, or other legal entity, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, partnership, or other legal entity, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City, to the City of Joplin Public Works Director, 602 S. Main St. Joplin, MO 64801 with a copy to the City Attorney. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted

by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

14. General Provisions. This Agreement is governed by the laws of the state of Missouri. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement and the exhibits thereto sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

15. Approval. This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.

16. Non-discrimination. Licensee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.

17. 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 Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and the Licensee shall take appropriate steps to ensure compliance.

18. Reservation of Rights. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.

19. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

20. Governing Law, Jurisdiction & Venue. This Agreement shall be governed by the laws of the State of Missouri. Jurisdiction and venue for any dispute between the parties shall lie exclusively in the Circuit Court of Jasper County, Missouri.

[Signature page follows]

EXECUTED this _____day of December, 2025.

Signed by authorized representatives of the parties on the dates written below.

Mercury Voice and Data, LLC

_____
Jim Campbell, Vice President of Government Affairs
Optimum, d/b/a Mercury Voice and Data, LLC.

CITY OF JOPLIN, MISSOURI a Municipal Corporation

_____
Nick Edwards, City Manager

APPROVED AS TO FORM:

EXIHBIT A

STATEMENT OF POLICY AND STANDARD SPECIFICATIONS FOR COMMUNICATIONS CABLE ON CITY PROPERTY.

This Statement of Policy and Standard Specifications for Communications Cable on City Property (the "Policy" or "Exhibit A") is hereby appended to, incorporated by reference into, and made a part of that certain Non-Exclusive Public ROW License Agreement by and between the City and Licensee (the "Agreement"). This Exhibit A shall not be amended or modified except by written instrument executed by the City and Licensee in accordance with the terms of Section 14 of the Agreement. Capitalized terms used herein but not otherwise defined shall be ascribed such meanings as are set forth in the Agreement.

SECTION A - AUTHORITY REQUIRED

No person shall use any space above, on or beneath the surface of any street, alley, sidewalk or other public ground within the City of Joplin for the installation, operation and maintenance of any underground fiber optic cable, coaxial cable, or any other communication cable, line or appurtenance, unless such person has received authority therefore granted by agreement approved by Resolution/Ordinance of the City Council or as otherwise provided by the City Code; the City acknowledges that the Agreement satisfies the foregoing requirement in accordance with this Policy and applicable local law. This Policy shall not apply to any cable installed or operated by the holder of any State or City franchise under its terms for telephone or cable communications purposes wherein such telephone, communications, or cable television service is provided to the inhabitants of the City as described in such franchise.

SECTION B -APPLICATION FOR PERMIT

(1) Prior to moving forward with work authorized by Section A of this Policy and for any project of Licensee, the Licensee shall be responsible to secure required approval for any work or segment of work to be performed. Licensee's contractors shall be responsible for securing appropriate excavation and other permits for work performed, which work shall also be subject to this Policy. Application for such approval shall be made to the Public Works Department, and such application shall be in writing, stating specifically the space desired, its length, breadth and depth, the streets, alleys, sidewalks or other public space intended to be used, the use intended to be made thereof, a description of the users if the facility is not to be available to the general public, a description of all users if any conduit is to be shared by a number of users, and the carrying capacity and diameter of the cable or other facilities being installed. In addition thereto, the Public Works Department may request such additional information as they deem reasonable or appropriate for their determination or that of the City Council with reference to such application. All such applications, for which there is no agreement in effect conforming to this Policy and these specifications, shall be referred to the City Council for an agreement to be approved by Resolution prior to the granting of any permit. Other permits (for which such an agreement is in effect) may be granted by the Permits and Inspections Division with the approval of the Public Works Department.

(2) Following initial application and discussions with the Public Works Department concerning the placement of such cable and its appurtenances, the Licensee shall supply accurate drawings sealed by a licensed professional engineer produced to a scale of one (1) inch equaling fifty (50) feet. The plans shall be a detailed plan of the proposed route, with right of way lines and pavement lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for conflicts with other utility structures and conduits.

(3) Thirty (30) days after completion of the work, as-built construction drawings, prepared by a qualified outside engineer designated by Licensee, must also be

submitted to the Public Works Department in a pdf file. Updated route maps and required drawings must be provided to the Public Works Department whenever a change is made to the approved cable placement.

SECTION C - CONSTRUCTION SPECIFICATIONS

(1) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. The Public Works Department will work with Licensee to allow construction of any project in segments as long as in the reasonable opinion of the Public Works Department, the extent of the work in any segment or on multiple segments, will not materially interfere with the public's use of the public right-of-way. All excavations in public streets and right-of-way shall comply with the applicable provisions of the Joplin Municipal Code and all of Licensee's contractors shall comply with all permitting requirements, except that the provisions concerning bonds contained within this Policy shall control.

(a) In those instances that Licensee is desiring to install cable at shallow depths, Licensee's installation shall be controlled by this subsection. It is contemplated that cable pursuant to this Policy shall, if possible, be placed on the property side of the public sidewalk and if there is no sidewalk, it shall be placed on the property side of the curb of the street. In those instances where this is not reasonably feasible in Licensee's discretion, then the Licensee can request specific permission from the City - either in an application for approval to the Public Works Department or as part of a field deviation request - to place the cable between the public sidewalk and the curb of the street. Cable installed pursuant to this subsection shall be buried at a minimum depth of six (6) inches. In no instances shall cable be buried to a depth of less than six (6) inches. Pull boxes and other items shallower than the depth above

specified shall be clearly shown on the completed plans covering the installation work.

(b) In those instances that Licensee cannot install cable needed for its operation pursuant to Section C (l)(a) and must install the cable needed for their operation beneath public streets, sidewalks, or sidewalks, the limitations in this subsection shall apply. Where the cable is located beneath the pavement in all major traffic streets and arterial streets, the minimum depth from the top of the cable to the surface of the ground shall be thirty (30) inches. Cable buried beneath residential streets shall have a minimum depth of twenty-four (24) inches. In no instance shall cable or any other items that are buried in a public street be buried at a depth of less than twenty-four (24) inches. Cable buried beneath sidewalks or drive approaches shall have a minimum depth of fourteen (14) inches from the top of the cable to the surface of the ground. The City and Licensee will cooperatively work together to address potential field exceptions if this minimum depth requirement poses an issue for Licensee. Pull boxes and other items shallower than the depth above specified shall be clearly shown on the completed plans covering the installation work.

(2) All land surfaces and all pavement shall be restored to the same or similar conditions existing prior to the Licensee's construction, and shall comply with applicable provisions of the Joplin Municipal Code. In addition thereto, all established lawns and other earth surfaces which have been disturbed by the installation shall be tamped and seeded, if necessary, unless otherwise specified in the permit.

(3) The City acknowledges and agrees no City permits shall be required for (1) cable drop work that is outside of Right of Way, (2) cable drop work that does not involve the disturbance of hardscape infrastructure *(e.g.,* concrete or asphalt), or (3) cable drop work does not involve any lane closures, shoulder closures, traffic controls, construction staging across roadways, or otherwise impact the normal flow of vehicular pedestrian traffic in a particular area.

(4) All cable buried beneath public streets must be encased in a protective sheath strong enough to avoid damage from the first accidental contact with hand tools. All pavement cuts must be completed in accord with current City Ordinances and specifications.

(5) Prior to the installation of any cable or other equipment in the Public right-of-way that is outside of the public street, Licensee shall be responsible to inform any adjacent property owner of the work that is to be performed by providing at least five (5) days' notice. The City and Licensee will work cooperatively to develop additional communication plans to inform the affected members of the public prior to the construction of a segment by Licensee. Further, Licensee shall make reasonable efforts not to impact the ability of citizens to access any garage that a citizen may have on their residential property.

(6) In the event that Licensee has to maintain, repair, relocate, or replace any cable after its initial installation for any reason, Licensee shall restore all land surfaces and pavement to the same or similar conditions existing prior to the Licensee's work.

SECTION D - BOND, INSURANCE AND PUBLIC LIABILITY

(I) Every applicant for such permit shall file with the City a continuing bond in the amount of Fifty Thousand dollars ($50,000.00) to cover all construction efforts during the term of this Agreement or until Licensee is no longer operating its Communications facilities within the City, whichever is sooner. All bonds and sureties shall be reasonably approved by the City before such permit becomes effective. All bonds shall be conditioned that the person to whom such permit shall be issued, and their heirs, successors and assigns, shall save and keep the City free and harmless from any and all loss or damages or claims for damages arising from or out of the use of the space therein mentioned (except those arising from the City's negligence or intentional misconduct), and for the maintenance of the street, alley, sidewalk or other public ground in such condition that the street, alley sidewalk or other public ground shall at all times after the completion of the work be safe for public use; for the full and complete protection of the City against any and all litigation arising directly as a result of the granting of such permit or anything done under such permit (except to the extent previously specified and/or to the extent such liability arises from the City's negligence or intentional misconduct), and for

the removal of any cable or other facility buried by the Licensee to the extent that the same is required by the City, at the sole expense of the Licensee or its appropriate heirs, successors or assigns; for the faithful performance and observance of all of the terms and conditions of this division and the conditions and applicable provisions of the Joplin Municipal Code; and such bond shall also be conditioned for the prompt and full payment of the compensation required by this division, or by any other Ordinance, during the period said permit shall be outstanding. Following the issuance of such permit, and as long as the use continues in such public space, the owners of the permitted facility from time to time shall also be responsible to the City for the performance of all of the conditions of the bond above described. In the event that the City reasonably concludes that the surety on such bond given for such permit issued hereunder has become legally insufficient and shall so declare in writing sent by regular U.S. Mail to the applicant, a new bond for such permit shall thereupon be filed with a new surety to be approved by the City in an amount not to exceed the amount set forth in Section D (1) above.

(2) In addition to the bond, the applicant shall at all times have in full force and effect a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) for the injury or death of any number of persons per occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) for property damage per occurrence. Such coverage shall name the City of Joplin as an additional insured, as its interest may appear, for all acts and omissions of Licensee, its agents and contractors arising out of or in any way connected with the permit and their use and occupation of the public right of-way. All such policies and certificates in insurance shall be issued by companies authorized to do business in the State of Missouri and shall be reasonably approved by the City of Joplin Legal Department prior to the commencement of such use and provide that any such policy shall not be cancelled

until written notice of such cancellation, as per policy and conditions, shall have been filed with the City Clerk. Any termination or lapse of such insurance will automatically revoke any permit issued pursuant to this division.

SECTION E - INTERFERENCE WITH OTHER PUBLIC FACILITIES, RELOCATION, IDENTIFICATION OF COMMUNICATIONS CABLE

(1) No person, whether permitted under this policy or otherwise shall ever use the space under any street, alley, sidewalk or public ground in such manner as to materially interfere (as reasonably determined by the City of Joplin Public Works Department) with any traffic control or energy cable, sewer, gas or water conduit, or any other public facilities or utilities lawfully in such street, alley, sidewalk or other public space unless by consent of the City specially granted in the permit. Whenever any Licensee under this policy is given permission to relocate any existing public facility, such relocation shall be entirely at the cost and expense of the Licensee. All such relocation work shall be subject to the control of the City of Joplin or other public entity controlling such public facility, and all such work shall be done promptly in accordance with the directions of the Public Works Department so as to minimize the interruption of the public's use of such facilities.

(2) All work undertaken by the Licensee which requires inspection by the City shall be performed subject to the requirement that the City be fully reimbursed for its reasonable and documented inspection costs, whether the same are part of the initial installation or the relocation of either Licensee's facilities or those belonging to the City or any other public utility service.

(3) In addition thereto, all permits governed by these specifications are granted subject to the requirement that whenever any work is initiated by the City of Joplin, the State of Missouri, or any other political subdivision (as defined by the IRS), the facilities of the applicant must be relocated within a reasonable time, not to exceed sixty (60) days from written demand for the same, in order to reasonably accommodate such public use. If the Licensee fails to undertake or cause the relocation of its facility within a reasonable time not to exceed sixty (60) days from written demand for the same, then the City of Joplin retains the right to relocate or allow relocation of the cable and other appurtenant facilities and to

assess and collect the reasonable and documented cost from the Licensee or any other owner of the facility if the same fail to relocate the cable in a timely manner; provided, however, that City shall not undertake the foregoing remediation steps, including relocation and assessment of costs, prior to sixty (60) days from written demand for the same Notice as set forth above.

(4) The Licensee shall, at its own cost, maintain an agent available on a twenty four hour per day, seven day per week basis, to provide to the City, any public entity, or any other persons, permitted to do work in the street right-of-way, detailed and accurate information concerning the locations, whether in plan, section or profile, or any combination of the same, of the Licensee's cable, appurtenances or other facilities. This requirement can be satisfied by the Licensee's utilization of a local utility locating service maintained by others, or this provision may be satisfied by any other local, competent agency.

(5) The Licensee, its heirs, successors and assigns, shall at all times remain responsible for injuries caused by its cable, its appurtenances and other facilities injured by any party and due to any inaccuracies in the information given with respect to such facility's location. The City of Joplin, and its contractors, shall be responsible for injuries to the Licensee's facilities only to the extent that such injuries result from their negligence or misconduct.

SECTION F - REVOCATION OF PERMIT; REMOVAL OF FACILITIES

(1) A permit issued under this Policy may be revoked by Resolution of the City Council upon a finding by the Council of such facts shown below and a failure of-Licensee to cure such breach within ninety (90) days (or such later date as may be mutually agreed upon in writing by the parties) of sending written notice to Licensee by the City Clerk, for the following reasons:

a) Failure of the Licensee to pay the compensation required within thirty (30) days after the payment due date;

b) Failure or neglect of the Licensee to comply with the material provisions of these specifications or any provision of the Joplin Municipal Code applicable to the permit and the use and occupancy of right-of-way.

(2) Upon revocation of the permit, the permit holder shall forthwith, at the option of the City, either remove or abandon in place the cable and appurtenances for which the permit was granted. All directly buried cable, however, may be abandoned in place at the option of the permit holder. All removals and restoration of the public facilities shall be at the cost of the Licensee, and the Licensee shall hold the City of Joplin free from any and all encroachments or claims of any type. Such facilities which are not removed by the permission of the City of Joplin shall become the property of the City of Joplin upon the City's certification that the Licensee has complied with all requirements of abandonment or cancellation with respect to the specific segment of cable involved. Whenever the Licensee has failed or refused to undertake such removal, abandonment and restoration within six (6) months after such revocation of any such permit, then the City may cause such work to be done and the cost of such work shall be paid by the Licensee and become a lien against the property of the Licensee.

(3) Upon a determination by the City Council that the space for which the permit is granted is needed for other public use and that no relocation within the specific right-of-way is an available, reasonable alternative, then the rights under said permit shall be transferred, to the extent possible by the co-operation of the City and the permit holder, to another specific nearby right-of-way. Such relocation work shall be accomplished by the permit holder at its costs within the time frame specified in Section E (3) hereof. This Agreement shall continue in force and effect for a period of ten (10) years from the execution date of this Agreement, and may thereafter be renewed for additional term periods as may be agreed upon by agreement of the parties, unless terminated by either party by giving written notice of its intention to do so not less than ninety (90) days prior to the end of any period.

COUNCIL BILL NO. 2025-155 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Mercury Voice and Data, L.L.C. d/b/a Optimum Communications ("Optimum") for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Mercury Voice and Data, L.L.C. d/b/a Optimum Communications ("Optimum") for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property, a true and accurate copy of said agreement being attached hereto and incorporation as "Exhibit A", 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 4. That this Council Bill shall have an effective date of December 16, 2025.

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-285 – Voluntary Annexation

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 034-25: Approximately 328 acres at the SW Corner of 7th St and Old Scotland Rd – Annexation – A request to Voluntarily Annex into the Corporate Limits of the City of Joplin - JIDA

BACKGROUND:

This property lies Southwest at the intersection of E 7th Street and Old Scotland Rd. JIDA is requesting to annex this property into the City of Joplin for future industrial development. According to the City of Joplin's Future Land Use Plan and 2012 Comprehensive Planning Strategies, this area is indicated as Industrial/Future Industrial Opportunity Area.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Tyler Bellairs represented the case, stating that the area is a Future Industrial Opportunity Area.

PUBLIC COMMENT;

Mr. Morris Glaze, who serves on the Board for JIDA, spoke in favor of this case, and provided background on why JIDA is seeking to expand. They have almost maxed out the available land at Crossroads Industrial Park. Mr. Glaze added that there were some old mining areas that the EPA has to clean up.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-285
Planning & Zoning Commission recommends approving Case 034-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 034-25: VOLUNTARY ANNEXATION

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

Mr. Tyler Bellairs, City of Joplin, 602 S Main St, stated that he is representing this case on behalf of JIDA. He stated that the parcel outlined in red is made annexable by the parcel highlighted in blue, south of the highway. This property was annexed last year, and the council bill is referenced on the table. The future land use map has this area identified as future industrial opportunity area. JIDA currently owns the property and wants to incorporate it into the City of Joplin. Mr. Bellairs asked if there were any questions.

Mr. Kimble asked if the property on the NE side, not included in the rest of the property, would still be County.

Mr. Bellairs responded that this was correct, it was not included in the annexation. This was omitted from the legal.

Mr. Kimble asked if this was by request or if they did not care.

Mr. Bellairs responded that they are not owned by JIDA, that property is a different owner.

Mr. Kimble asked if anyone would like to speak in favor.

Mr. Morris Glaze, 3321 Delaware, Joplin, said he is on the board for JIDA and recommends annexing for a future industrial park. They are almost out of land at Crosslands. They have one 40-acre site left, and they have a couple people looking at it. It will be a few years before they get this open for industrial use, and they have a little EPA problem that they have on schedule to take care of.

Mr. Kimble asked if there were questions.

Ms. Harrington asked how large this property was compared to Crossroads.

Mr. Glaze said that initially they bought 400 acres from Dr. Graham in 1994, on the east side of County 190, and then the Phillips Family property came available on the west side of 190, and that was 160 acres. They had acquired other parcels in the last 20 years. They have about 850 acres total, that is about sold out. They were so successful at Crossroads that it drove up on the cost of land around them, and some people are waiting to see if they can get more money, but they want to wait, so they went back to the Graham Family to buy this property.

Ms. Harrington asked if the property on the west side of the property that isn’t annexed, there is a little farmhouse.

Mr. Glaze said he has like 20 acres, but they got an easement to get the water line through there.

Ms. Harrington asked but they did not want to give it up.

Mr. Glaze said no.

Ms. Harrington said she remembers when Crossroads was purchased when she was with the chamber, and she was glad to see the annexation was possible because of the road, now that they have continuity because of Prigmor.

Mr. Glaze said back then they did not have the money to buy extra land, but now everything is paid off and they have an account balance.

Mr. Kimble asked what the EPA issues were.

Mr. Glaze said there were some old mining areas that EPA has to come in and do some surface clean up. All the mine tailings and the retention will be kept on the property down by the Turkey Creek water shed. They already deeded “X” amount of land to the EPA for that service. There won’t be anything transferred off of the property.

Mr. Kimble asked if there were other questions.

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 034-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 034-25 A request to voluntarily annex property into the City of Joplin

LOCATION The Southwest Corner of 7th St and Old Scotland Road.

APPLICANT Joplin Industrial Development Authority (JIDA)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	Vacant	Approximately 328 acres

DISCUSSION

This property lies Southwest at the intersection of E 7th Street and Old Scotland Rd. JIDA is requesting to annex this property into the City of Joplin for future industrial development. According to the City of Joplin's Future Land Use Plan and 2012 Comprehensive Planning Strategies, this area is indicated as Industrial/Future Industrial Opportunity Area.

Staff recommends approval of Case 034-25.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO §71.012, RSMo

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 72.02, the undersigned, being all the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A," do hereby request the voluntary annexation of said land into the City of Joplin, Missouri.

Doug Doll, President
The Industrial Development Authority
of the Cit of Joplin, Missouri

STATE OF MISSOURI }
} ss.
COUNTY OF JASPER }

On this 2nd day of October, 2025, before me appeared Doug Doll, to me known to be the President of the Board of Directors of The Industrial Development Authority of the City of Joplin, Missouri, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Doug Doll acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

JO ANNE MERGENTHALER
Comm. Exp. Sept. 17, 2027
NOTARY PUBLIC NOTARY SEAL #23942087
Jasper County
STATE OF MISSOURI

Notary Public

Voluntary
Annexation Application

Corporation

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

Office Use Only

Case No.: 034-25
Filing Fee: $0.00
Received: 9/10/25
Proj. No.: 25-055

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

Owner Name: Joplin Industrial Development Authority Phone No. 417-317-0963

Email: Kurt.higgins@cmco.com

Applicant Name: Same Phone No. _____

Email: _____

Mailing Address: _____

Annexation Property Location: I-44 & S Prigmor → SW Corner of 7th & Old Scotland Rd

Present Use of Property: Vacant

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

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

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

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

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

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

Property Owner Name: Joplin Industrial Development Authority **Telephone Number:** 417-624-4150

Property Address: N/A

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

   If yes, how many businesses are located on this property? NA

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

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____Yes _____No (Over)

Business #3:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

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

Does the business sell retail items? _____Yes _____No

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

Does the business sell liquor? _____Yes _____No

Business #4:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

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

Does the business sell retail items? _____Yes _____No

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

Does the business sell liquor? _____Yes _____No

/MENTS

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

If Yes, how many

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

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

If Yes, how many

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

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

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

PROPERTY DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JASPER, STATE OF MISSOURI, AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

ALL OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY- TWO (32), JASPER COUNTY, MISSOURI, EXCEPT ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11, 41.47 FEET TO THE SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY 576.59 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 03 DEGREES 57 MINUTES 53 SECONDS WEST ALONG AN EXISTING FENCE 276.96 FEET, THENCE NORTH 87 DEGREES 33 MINUTES 14 SECONDS WEST ALONG AN EXISTING FENCE 174.92 FEET, THENCE NORTH 01 DEGREES 11 MINUTES 08 SECONDS WEST ALONG AN EXISTING FENCE 266.69 FEET TO THE SAID SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE NORTH 89 DEGREES 22 MINUTES 06 SECONDS EAST ALONG SAID RIGHT-OF-WAY 199.44 FEET TO THE POINT OF BEGINNING.

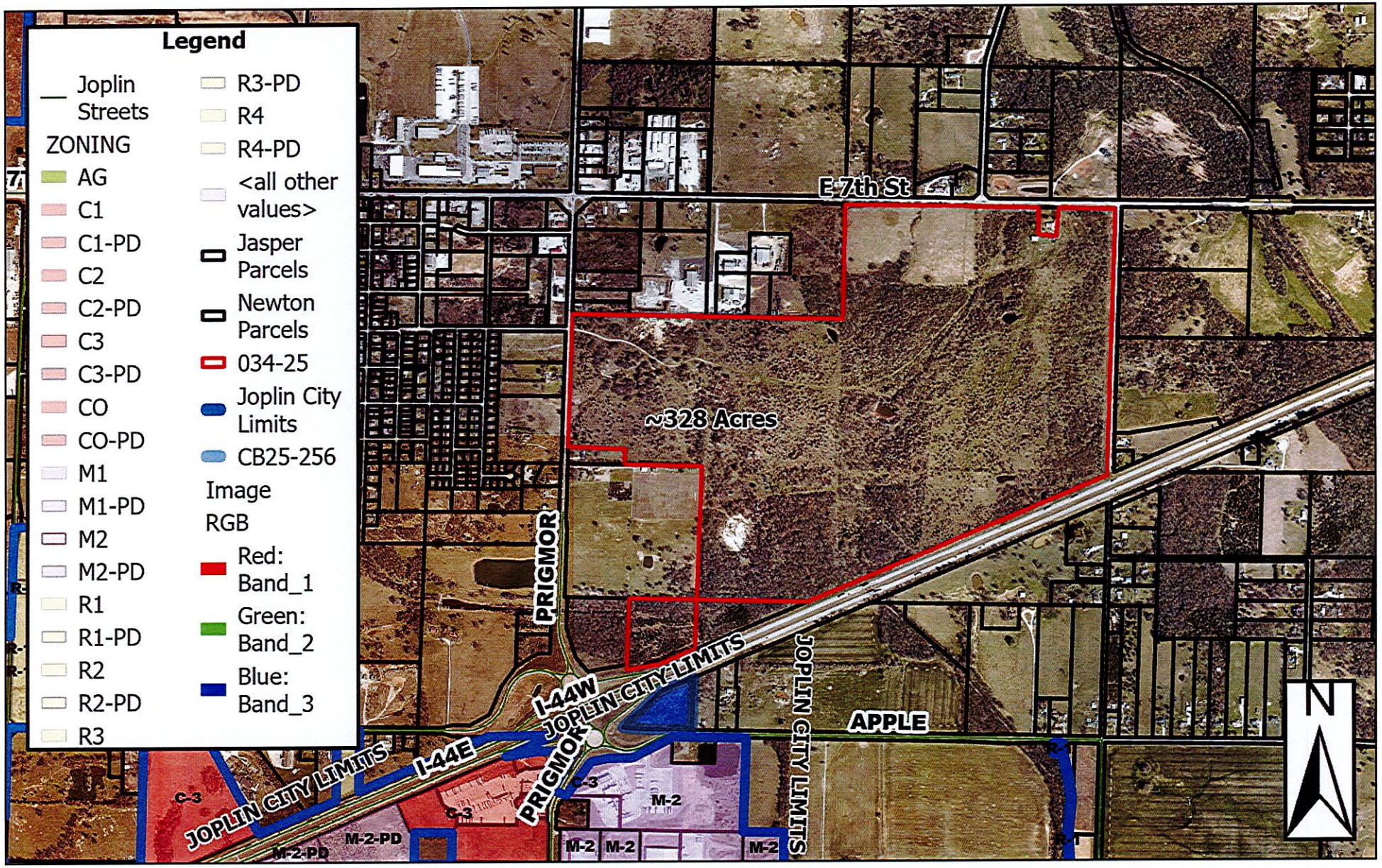
TRACT 2:

ALL OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 27, RANGE 32, LYING NORTH OF INTERSTATE 44 IN JASPER COUNTY, MISSOURI.

TRACT 3:

ALL OF THE SOUTH 10 ACRES OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), AND ALL OF THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE1/4) LYING NORTH OF INTERSTATE HIGHWAY I-44, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, EXCEPT ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 27N, RANGE 32W, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, THENCE NORTH ALONG THE WEST LINE OF SECTION 11, 163.48 FEET, THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS EAST, 584.60 FEET, THENCE SOUTH 02 DEGREES 08 MINUTES 30 SECONDS WEST, 146.40 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 13 MINUTES 05 SECONDS WEST 579.12 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Case 034-25: Voluntary Annexation



Approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St - A request to voluntarily annex into the Corporate Limits of the City of Joplin - Joplin Industrial Development Authority

0 480 960 1,920 2,880 3,840 Feet

P & Z Case 034-25
Joplin Industrial Development Authority
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-285 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the Southwest corner of 7th Street and Old Scotland Rd, Jasper County, Missouri.

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

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

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

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

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

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

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

TRACT 1: ALL OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY- TWO (32), JASPER COUNTY, MISSOURI, EXCEPT ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11, 41.47 FEET TO THE SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY 576.59 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 03 DEGREES 57 MINUTES 53 SECONDS WEST ALONG AN EXISTING FENCE 276.96

FEET, THENCE NORTH 87 DEGREES 33 MINUTES 14 SECONDS WEST ALONG AN EXISTING FENCE 174.92 FEET, THENCE NORTH 01 DEGREES 11 MINUTES 08 SECONDSWEST ALONG AN EXISTING FENCE 266.69 FEET TO THE SAID SOUTH RIGHT-OF-WAY OF BUSINESS LOOP 1-44, THENCE NORTH 89 DEGREES 22 MINUTES 06 SECONDS EAST ALONG SAID RIGHT-OF-WAY 199.44 FEET TO THE POINT OF BEGINNING.

TRACT 2: ALL OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 27, RANGE 32, LYING NORTH OF INTERSTATE 44 IN JASPER COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTH 10 ACRES OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4), AND ALL OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), AND ALL OF THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE1/4) LYING NORTH OF INTERSTATE HIGHWAY 1-44, ALL BEING LOCATED IN SECTION 11, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, EXCEPT ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 27N, RANGE 32W, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, THENCE NORTH ALONG THE WEST LINE OF SECTION 11, 163.48 FEET, THENCE SOUTH 89 DEGREES 06 MINUTES 30 SECONDS EAST, 584.60 FEET, THENCE SOUTH 02 DEGREES 08 MINUTES 30 SECONDS WEST, 146.40 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 13 MINUTES 05 SECONDS WEST 579.12 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-288 – Drainage Easement Vacation

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 036-25: 2139 E Nashville St – Easement Vacation – A request to vacate a drainage easement – Oak & Linen Investments, LLC.

BACKGROUND:

The infrastructure in this easement has been relocated and set in a newly recorded easement that will give the builder space to construct their home, without coming into conflict with a City stormwater line. The owner has passed inspection of the newly constructed line from Public Works/Engineering. This process is to formally vacate the old easement.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Alex Kendall, spoke in favor of the case. He is the builder for this lot and stated they moved the line to the shared property line.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-288
Planning & Zoning Commission recommends approving Case 036-25 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

CASE 036-25: EASEMENT VACATION

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

Alex Kendall, 4401 Par Ln, spoke in favor of the case. Mr. Kendall wants to vacate the easement because they ran a new drainage line to the property line instead of diagonally through the property, and he wants to build a house on this lot. They already made the move and it is now on the shared property line.

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

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

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

MR. SPRUCE MADE A MOTION TO APPROVE CASE 036-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 036-25 A request to vacate a drainage easement.

APPLICANT Oak & Linen Investments, LLC.

REPRESENTATIVE Alex Kendall

LOCATION 2139 E Nashville St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Drainage Easement	Approximately 20′X113′

REASON FOR VACATION

The owner seeks to construct a house where the easement is currently located. The easement contains a stormwater drainage line.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

The owner has worked with the Public Works & Engineering Department to record a new easement and relocate the existing line. They are going through the vacation process for the old easement, which no longer contains stormwater infrastructure.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No new utilities are planned to be located within the easement. The only utility with rights/access to this easement is Stormwater. They have waived objections on the condition that the infrastructure in the old easement be relocated.

DISCUSSION

The infrastructure in this easement has been relocated and set in a newly recorded easement that will give the builder space to construct their home, without coming into conflict with a City stormwater line. The owner has passed inspection of the newly constructed line from Public Works/Engineering. This process is to formally vacate the old easement.

Staff recommends approving Case 036-25.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 036-25
Filing Fee: $600.00
Received: 10/1/25
Date Advertised: _____
Proj. No.: 25-059
Public Hearing Date: 11/10/25

Applicant: Alex Kendall Phone No.: 228-224-3010

Address: 4401 Par Ln. Joplin, MO 64804 Email: alex@quickturnpropertypros.com

Owner: Oak & Linen Investments, LLC Phone No.: _____

Address: _____ Email: _____

Location of Street or Easement: Lot 197 of Castle Rock Addition

Type of Vacation: Street (Easement) Alley Plat
(Storm Drainage)

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

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

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

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

Vacation of Streets or Easements Procedures

Applicability. Vacation is the process to eliminate any plat, part of a plat, street, alley, utility easement, or public reservation of land. The application shall be made by the public entity owning the property interest in the property sought to be vacated or by all owners of lands adjoining on both sides of the street, alley or public reservation proposed to be vacated.

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

1. The application is in accordance with the comprehensive plan. In particular, the impact of the vacation on physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.
2. Compliance with the requirements of this code. In particular, the vacation is consistent with the intent and design objectives of the subdivision design standards.
3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of current and future streets, opens spaces, blocks, lots, and public utilities and facilities.
4. Any impacts identified by specific studies or technical reports are mitigated with generally accepted sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.
5. No private rights will be injured or endangered by the vacation.
6. The street, easement or other public reservation of land to be vacated no longer serves a public purpose.
7. All resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to vacations:

1. Notice shall be published for two consecutive weeks in an official City newspaper. The notice shall state that an application for vacation has been filed in the office of the City Clerk, describing the property fully, and including all other information required for public hearings in Section 2.01.
2. The City Council or the Director may determine that it would be advisable to obtain the recommendation of Planning Commission concerning a vacation application prior to the public hearing before the City Council. In that event, the Planning Commission shall hold its own public hearing on the application according to the same procedures as City Council. At the conclusion of any such hearing, the Planning Commission shall submit its recommendation on the application to the City Council.
3. Approval of a vacation shall be by ordinance adopted by the City Council.

Effect of Decision. The vacation shall be effective on the date specified in the ordinance and after recording with the applicable county Recorder of Deeds. In approving a vacation, the City Council may place any conditions it deems necessary to protect the public health, safety and welfare, including the requirement for easements. The Director shall certify to the City Clerk when any conditions have been met and, upon such certification, the vacation may be recorded.

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Alex Kendall
Phone: 223-224-3010
Email: alex@quickturnpropertypros.com

Be it known that Oak & Linen Investments, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: Lot 197 of Castle Rock Addition (see legal attached)

For the following purpose: To remove existing City stormwater infrastructure & move to new location with a new easement.

For Utility Use:

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

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

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☒ Other: must get new easement Recorded first

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

Jeremy Hoy
Authorized Representative

9/30/25
Date

City Stormwater
Name of Utility

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

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	Jerry Herron	jherron@republicservices.com	(620) 620-1117
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Allo Fiber	Brandon Warren	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

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

BOOK 1260 PAGE 739

STATE OF Missouri }
COUNTY OF Jasper } ss.

On this 23rd day of December, 1982

before me, appeared James Berzina

to me personally known, who being by me duly sworn, did say that he is the President of City Manager of the City of Joplin, Missouri

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said City Council and said James Berzina acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin Missouri, the day and year last above written.

My commission expires June 13, 1983

Ethel R. Carpenter
Notary Public within and for said County and State.
Ethel R. Carpenter

ETHEL R. CARPENTER NOTARY PUBLIC SEAL JASPER COUNTY, MISSOURI

139 COMPARED

Quit-Claim Deed

FROM

CITY OF JOPLIN, MISSOURI

303 EAST THIRD STREET, JOPLIN, MO.

TO

EUGENE M. MENSE, III

Filed for record this 5 day of January, A. D. 1983 at 8 o'clock 15 minutes A.M.

Recorded in Book at Page

Recorder.

By Deputy.

Recorder's Fee, $ 5.00

Record and Return to

Gene Mense
2161 Nashville
Joplin, Mo., 64801

DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

Corporation Quit-Claim Deed

This Indenture, *Made on the* 6th *day of* December *, A. D., One Thousand Nine Hundred and* Eighty-two *, by and between* The City of Joplin, Missouri, a Municipal Corporation, *duly organized under the laws of the State of* Missouri *, of the County of* Jasper *, State of* Missouri *, party of the first part, and* Eugene M. Mense, III *of the County of* Jasper *, State of* Missouri *, party of the second part, (Mailing address of said first named grantee is* 2161 Nashville St., Joplin, Missouri *).*

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Two Hundred Dollars and Other Valuable Consideration-------*DOLLARS, to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does, by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri *to-wit:*

All of Lots Numbered One Hundred Ninety-seven (197) in the Castle Rock Subdivision, located at Nashville Street and Patterson Avenue

The Party of the First Part reserves and retains for itself, its successors and assigns a Drainage Easement across Lot 197 in Castle Rock Subdivision in the City of Joplin, Jasper County, Missouri.

Being a 20.0 foot easement, 10.0 feet on either side of the following described center line:

Beginning at a point on the South line of Lot 197, 16.30 feet East of the Southwest corner of said Lot. Thence Northeasterly 113.95 feet to the North line of said Lot 197, said point being 31.0 feet East of the Northwest corner of said Lot, and the point of ending.

This conveyance is made subject to the foregoing reservations.

~~*THIS DEED OF QUIT-CLAIM being made to release from the lien of certain ---------- bearing date ---------- day of ---------- 19 recorded in the office of the ---------- of Deeds within and for the County of -- and State of ----------, in Deed Book ---------- No. ---------, at Page No. which said ---------- was executed by ---------- ---------- to secure the payment of a ---------- numbered and described in said ---------- which said note and ---------- are now held and owned by the said ---------- ---------- grantor herein. ---------- ----------*~~

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said party of the second part and unto his heirs *and assigns forever; so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.*

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

ATTEST:

City Clerk

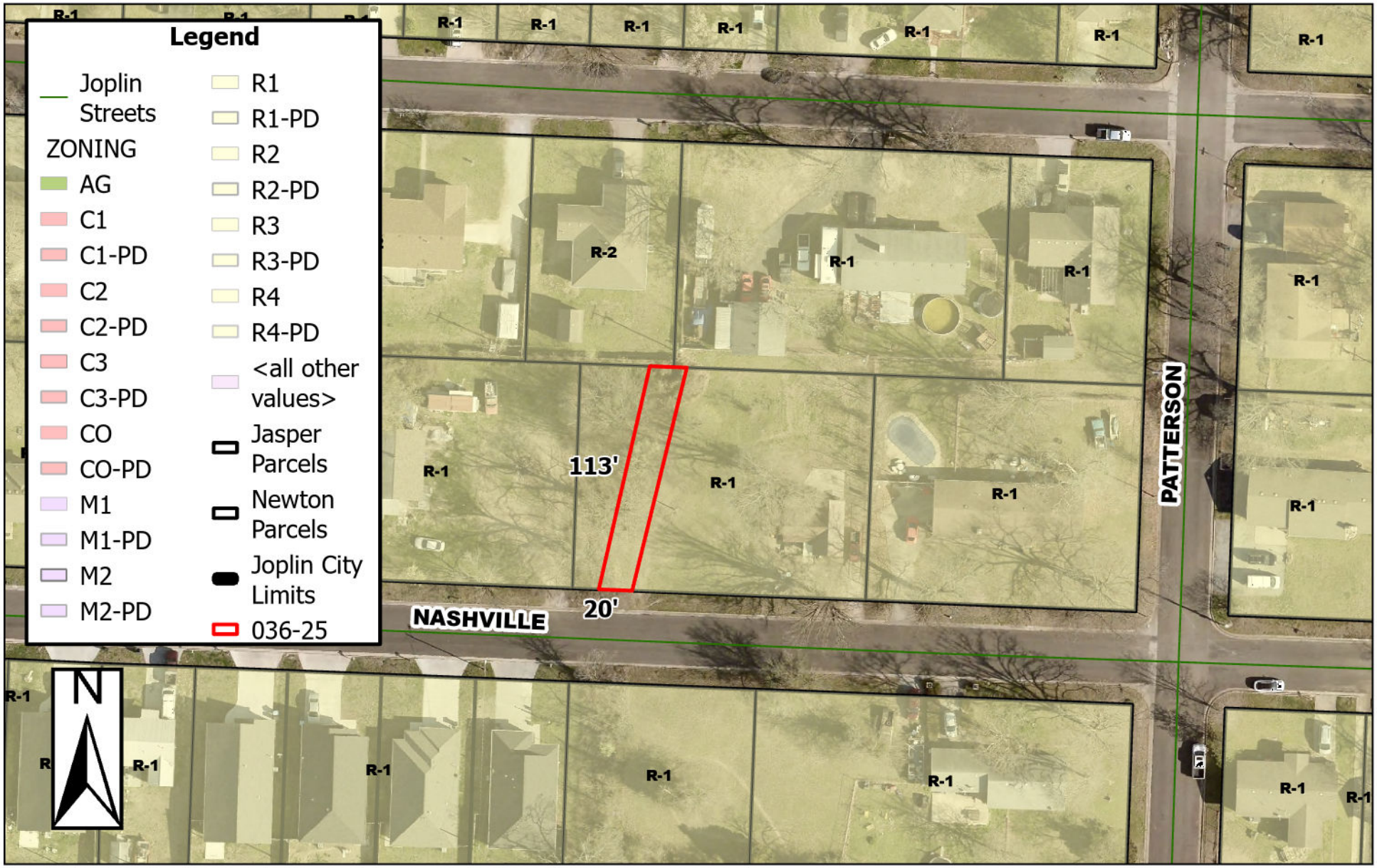
APPROVED AS TO FORM:

City Attorney

City of Joplin, Missouri

By James Berzina, President, City Manager

Case 036-25: Easement Vacation



2139 E Nashville St – Easement Vacation – A request to vacate a drainage easement – Oak & Linen Investments, LLC.

0 25 50 100 150 200 Feet

P & Z Case 036-25
Oak & Linen Investments, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-288 ORDINANCE NO.

AN ORDINANCE providing to vacate a drainage easement, located at 2139 E Nashville St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a drainage easement described as an easement located at 2139 E Nashville St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

Being a 20.0 foot easement, 10.0 feet on either side of the following described center line: Beginning at a point on the South line of Lot 197, 16.30 feet East of the Southwest corner of said Lot. Thence Northeasterly 113.95 feet to the North line of said Lot 197, said point being 31.0 feet East of the Northwest corner of said Lot, and the point of ending.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-289 – Rezoning

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 037-25: 3508 N Range Line Rd – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Richard and Jody James

BACKGROUND:

The owner wants to develop this site as a future bank. The request is consistent with the City's Comprehensive Planning strategies. The request will not detrimentally affect nearby property. Conflicting zoning districts adjacent to the site will require the subject property to provide a site buffer. N Range Line Rd is identified as Retail Commercial. This section has just remained undeveloped, and the properties fronting Range Line that still have R-1 zoning districts are a result of this. The property is designated as Retail Commercial on the Future Land Use Plan. C-3 is identified as a compatible district with this land use category (Retail Commercial).

PLANNING & ZONING COMMISSION TESTIMONY:

Lori Salchow, Pro 100 Realtors, represented her sellers for the rezoning.

PUBLIC COMMENT;

Reece Lancaster stated he is not necessarily in opposition of this case, but he owns the property to the west and had a question. Mr. Lancaster asked if that is commercial property will there be some kind of a privacy fence. Mr. Bellairs stated that conflicting zoning districts are required to buffer, the more intensive district is required to provide that. A C-3 zoning district adjacent to an R-1 Single-Family will be required to maintain a 30 foot separation with landscaping and/or a privacy

fence to create screening between their use and yours.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-289
Planning & Zoning Commission recommends approving Case 037-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 037-25: REZONING

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

Lori Salchow, Pro 100 Realtors, represented her sellers for the rezoning.

Mr. Kimble asked if there were any questions on this case.

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

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

Reece Lancaster stated he is not necessarily in opposition of this case, but he owns the property to the west and had a question. If that is commercial property will there be some kind of a privacy fence.

Mr. Bellairs stated that conflicting zoning districts are required to buffer, the more intensive district is required to provide that. A C-3 zoning district adjacent to an R-1 Single-Family will be required to maintain a 30 foot separation with landscaping and/or a privacy fence to create screening between their use and yours.

Mr. Kimble asked if there was anyone else who wanted to speak in opposition.

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

MS. HARRINGTION MADE A MOTION TO APPROVE CASE 037-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL . MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Rezoning Application

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

Office Use Only
Case No.: 037-25
Filing Fee: $600.00
Received: 10/2/25
Date Advertised:
Proj. No.: 25-062
Public Hearing Date: 11/10/25

Applicant: Richard H. James & Jody A. James Phone No.: 417-438-8530
Address: 709 Danica Jo Ln Carl Jct. Mo. 64834 Email: jjody993@gmail.com
Owner: James TR Phone No.: 417-438-8530
Address: Same as above Email:
Location of Property: 3508 N. Rangeline Rd.
Present Use of Property: Vacant Land
Proposed Use of Property: Bank
Current Zoning: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Undeveloped	C-1
South	Vacant Land	R-1
East	& Restaurant	C-2 PD
West	Homes	R-1

Character of the Neighborhood: Mostly Commercial Properties and some Vacant Land.

Relationship to Existing Zoning Pattern:

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

If yes, explain: The residential properties down Rangeline are being removed and it's becoming a commercial district

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Rangeline Rd.

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: 120'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: Jody A James **Date:** 10/2/25

Rezoning Request Statement

We are requesting rezoning of the property because we have received an offer from a proposed buyer who has requested that the rezoning be completed prior to closing. The buyer's intended use is to construct a bank on the property.

We believe this development will be a positive addition to the area, as it will complement the existing commercial character of the surrounding properties and enhance the appearance of a currently vacant site. The proposed use will contribute to the continued growth and improvement of the area.

6/17/2011 10:27:15 AM

11-09076

BOOK: 2202

PAGE: 1116-1117

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

RECORDER OF DEEDS SEAL JASPER COUNTY, MISSOURI ZC

Donna Drove

RECORDER OF DEEDS

RE#2001569

CORPORATION

Deed of Release

(Full)

On this 14TH day of JUNE , 2011 .
This Deed of Release Witnesseth, That
Southwest Missouri Bank , grantor
(Grantor's mailing address is PO Box 814, Carthage, MO 64836)
owner and holder of the note evidencing the debt secured by deed of trust executed by
RICHARD H JAMES AND JODY A JAMES, AS HUSBAND AND WIFE , grantee
(Grantee's mailing address is 3508 N RANGELINE, WEBB CITY MO 64870)
conveying real property legally described as follows:

ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 16 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND RUNNING NORTH 10 RODS, WEST 19 RODS 6 INCHES, THENCE SOUTH 10 RODS, THENCE EAST 19 RODS 6 INCHES TO THE POINT OF BEGINNING.

dated JUNE 5 , 2001 , and recorded JUNE 14 , 2001 ,
in the office of the Recorder of Deeds for JASPER County, Missouri, at 1:32PM ,
in Book 1669 at Page 382 ,in consideration of the full payment of said debt, does hereby acknowledge satisfaction of said deed of trust and release the property therein described from the lien and effect of the same.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 037-25 A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial).

LOCATION 3508 N Range Line Rd

APPLICANT Richard and Jody James

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.93 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	C-2 PD	R-1	R-1
Land Use	Vacant	Restaurant – Quick Serve	Vacant	Single-Family Homes

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Range Line Rd	Arterial	120′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is designated as Retail Commercial on the Future Land Use Plan. C-3 is identified as a compatible district with this land use category (Retail Commercial).

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

The property fronts a MODOT arterial street, with high levels of commercial activity. The highest and best use of the property is C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The request will not detrimentally affect nearby property. Conflicting zoning districts adjacent to the site will require the subject property to provide a site buffer. N Range Line Rd is identified as Retail Commercial. This section has just remained undeveloped, and the properties fronting Range Line that still have R-1 zoning districts are a result of this.

DISCUSSION

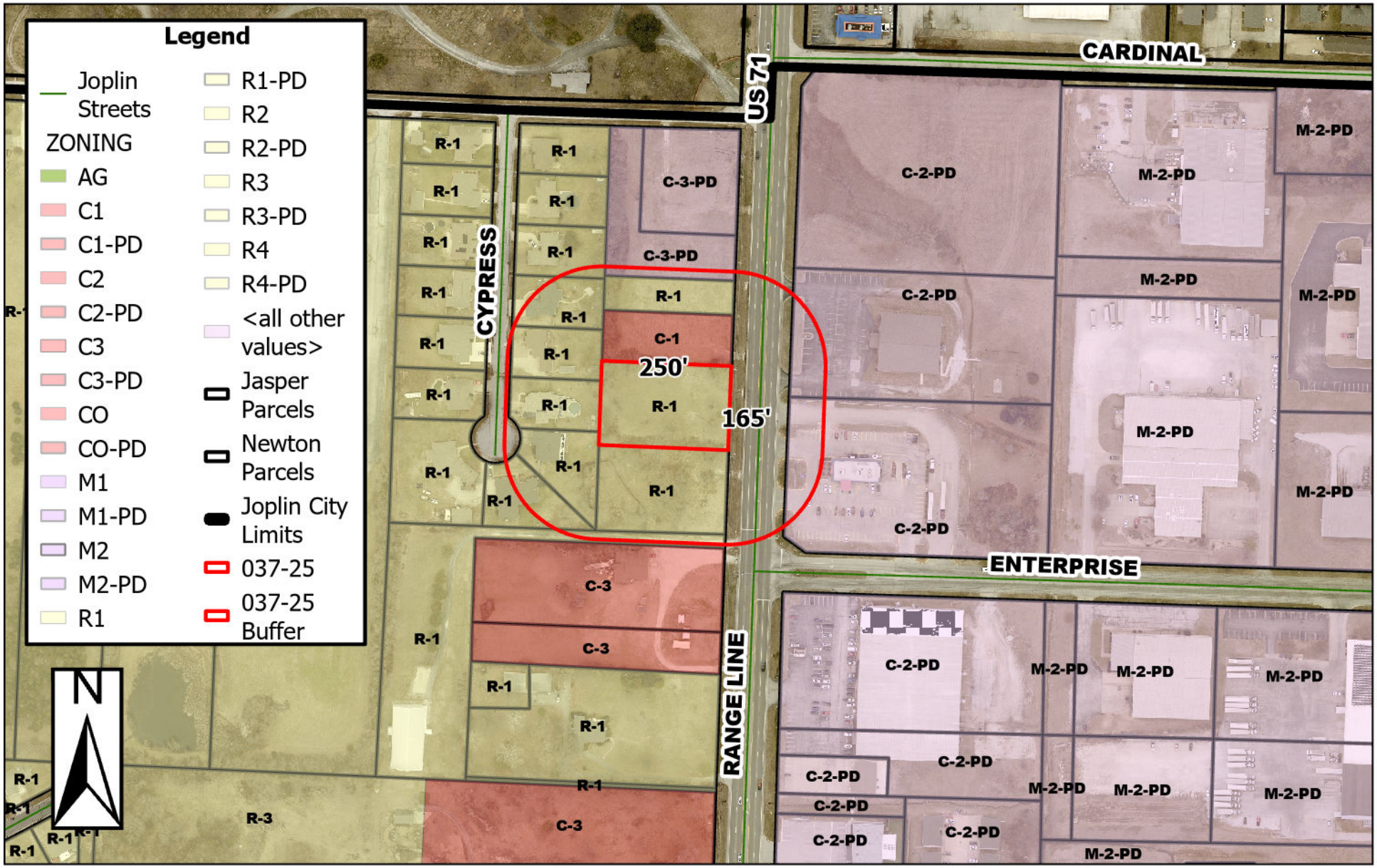
The owner wants to develop this site as a future bank. The request is consistent with the City's Comprehensive Planning strategies.

Staff recommends approval of Case 037-25.

ENCLOSURES

- Map of property
- Application

Case 037-25: Rezoning



3508 N Range Line Rd – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Richard and Jody James

0 95 190 380 570 760 Feet

P & Z Case 037-25
Richard and Jody James
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-289 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and generally known as 3508 N Range Line Rd, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from R-1 (Single-Family Residential) the following described property and including in District C-3 (Commercial).

ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 16 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND RUNNING NORTH 10 RODS, WEST 19 RODS 6 INCHES, THENCE SOUTH 10 RODS, THENCE EAST 19 RODS 6 INCHES TO THE POINT OF BEGINNING.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-623– Police Vehicle Purchase.

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-623, State of Missouri Contract, Don Brown Chevrolet Invoice quote.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted purchase of five (5) Chevy Tahoe Police vehicles at a total cost of $285,470.00.

BACKGROUND
This allows for the purchase of 5 police vehicles that were budgeted for FY 2025-26 as approved by Council in Ordinance 2025-539 on October 20, 2025.

FUNDING SOURCE
These payments are included in the FY 2025-26 Police Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill..

DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD
ST. LOUIS, MO 63110
314-772-1400

Representative: Jeremy Kennedy

Client: City of Joplin
Attn: Austin Wolf
Address: 303 E. 3rd St.
Joplin, MO 64801
Phone: 417-483-1596
Email: awolf@joplinmo.org

Date: 11/14/2025
Customer's PO: 824744

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # MC250182005		
5	2025 Chevrolet Tahoe 4WD PPV - Black in Color	$ 55,796.00	$ 278,980.00
5	Option 6E2 - Keyed Alike	$ 49.00	$ 245.00
5	Option PQA Safety Package	$ 799.00	$ 3,995.00
5	Program Extra Key Fobs	$ 150.00	$ 750.00
5	Deliver to Joplin	$ 300.00	$ 1,500.00
			$ 285,470.00
		Grand Total	$ 285,470.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

Initial

Signature and Date

Client Signature Date

Representatives Signature Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER MC250182005	**CONTRACT TITLE** Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER 01	**CONTRACT PERIOD** July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS PROACTIS/MOVERS SYSTEM ID** MB00089555/1001907
CONTRACTOR NAME AND ADDRESS Don Brown Chevrolet 2244 South Kingshighway St. Louis, MO, 63110	**STATE AGENCY'S NAME AND ADDRESS** Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract MC250182005 is hereby amended pursuant to the attached amendment #01, dated 09/22/2025.	
BUYER Kelsey Huwe	**BUYER CONTACT INFORMATION** Email: Kelsey.Huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER Kelsey Huwe	**DATE** 9/25/25
DIRECTOR OF PURCHASING Karen S. Boeger	

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT

AMENDMENT NO.: 01
CONTRACT NO.: MC250182005
TITLE: Statewide New Motor Vehicles Qualified Vendor's List
ISSUE DATE: 09/22/2025

REQ NO.: N/A
BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
E-MAIL: kelsey.huwe@oa.mo.gov

TO: Don Brown Chevrolet
2244 South Kingshighway
St. Louis, MO, 63110

RETURN AMENDMENT BY NO LATER THAN: 09/29/2025 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	allyson.daro@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies
Located Throughout the State of Missouri

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
DON BROWN CHEVROLET	
MAILING ADDRESS	
2244 S. KINGSHIGHWAY BLVD.	
CITY, STATE, ZIP CODE	
ST. LOUIS, MO 63110	

CONTACT PERSON	EMAIL ADDRESS
DAVE HELTERBRAND	DAVE@DONBROWNCHEVROLET.COM
PHONE NUMBER	FAX NUMBER
314-772-1400	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_X__ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	9/22/2025
PRINTED NAME	TITLE
DAVID HELTERBRAND	FLEET MANAGER

AMENDMENT #01 TO CONTRACT MC250182005

CONTRACT TITLE: **Statewide New Motor Vehicles Qualified Vendor's List**

CONTRACT PERIOD: **July 1, 2025 through June 30, 2026**

The State of Missouri desires to amend the above-referenced contract, to revise paragraph 2.6.6 and Attachment 1, Price Quote Request Form, New Motor Vehicles.

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:

   2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor's ***firm, fixed price, offered*** in the contractor's PQF response.

2. Attachment 1, Price Quote Request Form, New Motor Vehicles is revised to remove the "Delivery Price to Location" identified in the QVL contractor's response to pricing for vehicle section:

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	$_____
Price for Additional Options/Features in Addition to Vehicle Price	$_____
DELETED	***DELETED***
Total Price	$_____

All revisions are included in ***bold italics***.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

ATTACHMENT REVISED PER AMENDMENT 01

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Year: _____
List of Requested Options/Features from the Manufacturer: _____
List of Requested Options/Features from a Third Party (aftermarket): _____
List of Required Options/Features from the Manufacturer: _____
List of Required Options/Features from a Third Party (aftermarket): _____
Quantity: _____
Delivery Location (if applicable)*:* _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Vehicle Identification Number (VIN): _____
Year: _____

List of Requested Options/Features from the Manufacturer Proposed: _____
List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
List of Required Options/Features from the Manufacturer Proposed: _____
List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01

Line Item	Firm, Fixed Price
Vehicle Price	$_____
Price for Additional Options/Features in Addition to Vehicle Price	$_____
DELETED	***DELETED***
Total Price	$_____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____

QVL Contractor's Address: _____

QVL Contractor's Point of Contact: _____

QVL Contractor's Point of Contact's Phone Number: _____

QVL Contractor's Point of Contact's Email Address: _____

Signature of QVL Contractor's Point of Contact: _____

COUNCIL BILL NO. 2025-623 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Two Hundred and Eighty-Five Thousand Four Hundred Seventy Dollars and No Cents ($285,470.00) for the purchase of five (5) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Don Brown Chevrolet is provider of the City of Joplin Police Vehicles by Missouri State Contract MC250182005; and,

WHEREAS, in Council Bill 2025-539, the Council approved and budgeted funds to cover the purchase of five (5) Chevy Tahoe Police Vehicles included in the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 on October 20, 2025.

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

Section 1. That a purchase order issued to Don Brown Chevrolet, covering the purchase of five (5) Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on December 15, 2025.

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 2025-153 -- Issuance of Purchase Order to Southern Bus & Mobility, Inc., for purchase of two (2) light duty 12 passenger cutaway transit vehicles, 2026 Ford E450 Diamond Coach with Americans with Disabilities Act (ADA) compliant lifts.

MEETING DATE
December 15, 2025

ORIGINATING DEPARTMENT
Public Works – Metro Area Paratransit System (MAPS) Division

ATTACHMENTS
CB2025-153, Ordinance, Sales Quotation from Southern Bus & Mobility, Inc., (MODOT Co-Op Agreement # IFB605CO21001151)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Southern Bus & Mobility, Inc., in the amount of Two Hundred Twenty Four Thousand Thirty Four and 00/100 Dollars ($224,034.00) for the purchase of a two (2) light duty 12 passenger cutaway transit vehicles, 2026 Ford E450 Diamond Coach with Americans with Disabilities Act (ADA) compliant lifts.

BACKGROUND
Staff followed the purchasing policy for utilizing MODOT's state bid contract for the purchase of these 2 vehicles. The bid process was conducted by MODOT. Southern Bus & Mobility is the vendor to provide the 2026 Ford E450 Diamond Coach Cutaways. Each individual cutaway cost is One Hundred Twelve Thousand and Seventeen and 00/100 Dollars. ($112,017.00). Following the useful life guidelines from The Federal Transportation Administration (FTA) the vehicles being replaced vehicles will have met or exceeded the useful life guidelines of 5 years or 150,000 miles. During the yearly budget process two vehicles were approved for the FY 2026 budget year. The city budgeted $150,000 for the purchase of each vehicle. The Federal Transportation Administration (FTA) will reimburse the City $190,428 of the $224,034 or 85% of the cost of each vehicle.

FUNDING SOURCE
This is included in the FY 2026 Budget in the Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-153 on 1st reading.

COUNCIL BILL NO. 2025-153 ORDINANCE NO.

AN ORDINANCE - approving the issuance of a Purchase Order to Southern Bus & Mobility, Inc., in the amount of Two Hundred Twenty-Four Thousand Thirty-Four and 00/100 Dollars ($224,034.00) for the purchase of a two (2) light duty cutaway vehicles, 2026 Ford E450 Diamond Coach with Americans with Disabilities (ADA) compliant lifts; and, setting a date when this ordinance shall become effective.

WHEREAS, Southern Bus & Mobility, Inc., holds the MODOT Contract # IFB605CO21001151 for the 2026 Ford E450 Diamond Coach Cutaway.

WHEREAS, in the FY 2025-2026 budget process, Council approved and budgeted funds to cover the purchase of two (2) light duty cutaway vehicles.

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

Section 1. That a Purchase Order to Southern Bus & Mobility, Inc., in the amount of Two Hundred Twenty-Four Thousand Thirty-Four and 00/100 Dollars ($224,034.00) for the purchase of two (2), 2026 Ford E450 Diamond Coach Cutaway with Americans with Disabilities (ADA) compliant lifts, be and the same is, hereby approved.

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

Section 3. That the Fiscal Year 2025-2026 budget reflects an appropriation for the replacement of two (2) light duty cutaway vehicles.

Section 4. That upon its passage this Council Bill shall have an effective date of January 6th, 2026.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-153 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for this appropriation to pay the amount called for in the requested purchase order.

_____

Leslie Haase, Director of Finance

12950 Koch Lane
PO Box 37
Breese, IL 62230

phone (618) 526-4131
toll-free (877) 526-4131
fax (618) 526-4585



80 South Highway Drive
Valley Park, MO 63088
(St. Louis I-44 & Highway 141)

phone (636) 825-0700
toll-free (866) 327-1600
fax (636) 825-0701

November 13, 2025

City of Joplin
Gina Thompson-Transportation Coordinator
Ph:417-625-4793
Email: gthompso@joplinmo.org

Floor Plan - II

We are pleased to quote on a new 2026 Ford E450 Diamond Coach VIP2200 12 passenger plus 2 wheelchairs commercial bus as per the attached specifications.

CHASSIS SPECIFICATIONS

X	158” Wheelbase
X	7.3L premium rated V8 gasoline engine
X	6 Speed automatic transmission with overdrive
X	Driveshaft guards
X	14,500 lb. GVWR
X	4.56 axle ratio
X	Heavy duty radiator
X	Dual rear wheels
X	LT225/75R16E all season radial tires with valve stem extensions
X	4-wheel disc brakes with 4-wheel anti-lock brake system
X	Dual heavy duty batteries with slide out tray
X	240 amp Alternator
X	Front and rear shock absorbers
X	Front and rear stabilizer bars
X	Power steering
X	55 gallon fuel tank
X	Intermittent windshield wipers with electric washers
X	In dash heater, defroster and A/C
X	Coolant, temperature and oil pressure gauges
X	Voltmeter
X	Tilt wheel and cruise control
X	Chrome front bumper and grille
X	Front license plate bracket
X	Daytime running lights
X	Driver’s storage console over engine compartment with cup holders
X	AM/ FM stereo with Bluetooth and clock display
X	Heated and remote controlled 7” x 9” flat and 3” x 6” convex exterior mirrors
X	Driver’s door with roll up window and key lock
X	Driver’s high-back, reclining seat with arm rest, lap and shoulder belt and a power pedestal with level 3 upholstery

X	Driver's sun-visor
X	Driver's air bag
X	In-dash glove box on RH side of dash
X	Front and rear mud flaps
X	Driver's running board
X	Mor/Ryde soft rear suspension system to reduce road shock
X	Complete front end alignment
X	5 year or 60,000 mile power train warranty (whichever comes first)
X	3 year or 36,000 mile bumper to bumper chassis warranty
	VIP2200 BUS BODY SPECIFICATIONS
X	75" Interior headroom
X	92" Interior width
X	96" Exterior width
X	Bus body meets FMVSS 220 (school bus roll-over protection)
X	Bus body meets FMVSS 221 (school bus body joint strength)
X	4-step fiberglass stepwell (no wheels wells)
X	Durable fiberglass honeycomb body construction with exterior gel-coat for a high gloss finish with no waves on exterior panels (Bus body will never rust and can be restored to "like new" exterior finish after several years by buffing and waxing exterior panels).
X	Bus body is constructed with only 4 composite gel-coated panels which includes: roof, sidewalls, front cap and rear caps. With having fewer body seams, it assures you of a quiet ride and without water leaks and wind noise.
X	All bolts, nuts, washers and exposed linkages are zinc plated, cadmium plated or phosphate coated to prevent corrosion
X	Bus body will be completely undercoated
X	Color coded wiring harnesses protected by wire loom covers
X	Body circuit relay disconnect with manual switch
X	Circuit control board mounted above driver for easy access
X	Driver's dome light on separate switch
X	Switch panel right of driver for easy access
X	LED Interior dome lights for passengers
X	Exterior entrance door light for passengers
X	Transition safety window in front of entrance door
X	80" x 36" Tinted double leaf ELECTRIC entrance door dedicated for passengers. Entrance door frame is aluminum with full length glass panels. Entrance door enclosure is a reinforced, gel-coated, composite door frame that will not rust.
X	Step-well light
X	LH and RH stainless steel assist rail at entrance steps for passengers
X	Stainless steel stanchions and guard rails with modesty panels in front of passenger seats
X	Stainless steel overhead grab rails above aisle
X	Gray ABS smooth (easy to clean) side and rear walls
X	Gray fabric on ceiling and ceiling to wall joints
X	Floor cross members consist of 1 ½" 11-gauge steel tubing
X	¾" marine grade plywood subfloor
X	Gerfloor commercial grade gray floor covering with step nosing and white standee line (flooring will have coving)
X	Emergency exits to meet all FMVSS
X	Tinted solid pane passenger bay windows with blackout windows only. Windows frames are completely sealed so water cannot get between interior and exterior walls. Water getting between walls when windows leak causes interior and exterior walls to rust and corrode.
X	45,000 BTU rear heater

X	70,000 BTU Super rear A/C system with dual compressors, in wall evaporator, and a 3 fan side mounted condenser. (the front and rear A/C system will work totally independent of each other)
X	(8) Freedman mid back rigid passenger seats with level 3 upholstery
X	(2) Freedman double foldaway mid back seats with level 3 upholstery
X	Double ICS seat with one seat to meet ICS requirement
X	(2) seats to meet the CRS requirement
X	Armrests on all aisle passenger seats
X	Non-retractable seat belts on CRS seats and foldaways
X	USR seat belts on all other passenger seats
X	(3) seat belt extensions for passengers
X	Rear door with upper and lower windows, a rear door ajar buzzer, and a rear door interlock
X	2” red LED indicator lights in the rear
X	12” x 24” windows on each side of the rear door
X	Headknockers for passenger, rear, and wheelchair doors
X	Heavy duty double lift doors with upper windows and lift platform lights – behind entrance door
X	Braun Century II front wheelchair lift with 34” x 51” platform and 1,000 lb. capacity
X	Stanchion and modesty panel behind lift
X	Fast idle & park interlock system (FMVSS 403 & 404 compliant)
X	(2) Titan retractable wheelchair tie-down systems with retractable shoulder and lap belts (meets WC18)
X	(4) quick straps for each wheelchair position
X	20” lap belt extensions for wheelchair positions
X	Torso pad for each wheelchair position
X	Floor and wall mounted L-track for wheelchair securement
X	ADA signage
X	Steel ant-ride rear bumper
X	Brake, tail, turn signal, and marker lights LED
X	5 lb. Fire extinguisher
X	First aid kit
X	Reflective triangle kit
X	Belt cutter
X	Blood borne disease kit
X	Back-up alarm
X	Backup camera mounted on the dash
X	Backup assist sensors
X	Kubota electric exterior key switch for entrance door operation
X	8” interior convex mirror
X	Auxiliary defrost fan
X	Full length drip molding
X	T-slider windows for passengers
X	Lockable storage compartment above driver
X	Roof escape hatch
X	Spare tire and wheel mounted in tire carrier
X	7” LED amber flashing lights in the rear
X	8” exterior round mirror in the rear of the bus
X	Heater shut off valves
X	Plexiglass shield behind driver
X	The warranty period with respect to fiberglass, other components and systems or workmanship, which is attributable to Diamond Coach, extends (3) years from the date when the unit is delivered to you or 36,000 miles, if sooner.

Base Price on MoDOT contract Floorplan II Specifications FOB Valley Park, MO	**$105,567.00**

Options on MoDOT contract:

_X_ Overhead storage on driver side above seats	$ 500.00
_X_ Front destination sign only	$ 4,300.00
_X_ Additional (4) retractable Q'Straint system	$ 1,000.00
_X_ Delivery - $2.00/mile from Valley Park, MO	$ 650.00
TOTAL	**$112,017.00**

Terms:

- The price listed above includes a Ford $1,000.00 mobility rebate.
- The price listed above is contingent upon the customer having a Ford fleet number.

_____
Accepted/Date

Danny Griffiths, Commercial Sales Executive
Southern Bus & Mobility
dgriffiths@southernbusandmobility.com
636-825-0700

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

CCO Form: GS13
Approved: 10/05 (BDG)
Revised: 11/24 (RSV)
Modified: 03/25 (RSV)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIFTH SUPPLEMENTAL AGREEMENT

THIS FIFTH SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **Southern Bus and Mobility, Inc.** (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the Commission and the Contractor previously entered into a **Contract Agreement IFB605CO21001151 Commercial Buses with Wide Body Cutaway Specifications for Floor GG, HH, and II** on **May 24, 2021** (hereinafter, "Original Agreement"); and

WHEREAS, the Original Agreement commenced on May 24, 2021 and continued through March 31, 2024;

WHEREAS, the First Supplemental Agreement commenced on December 12, 2022, and continued through October 10, 2023; and

WHEREAS, the Second Supplemental Agreement commenced on October 11, 2023, and continued through November 15, 2023;

WHEREAS, the Third Supplemental Agreement commenced on November 16, 2023, and continues through March 31, 2024; and

WHEREAS, the Fourth Supplemental Agreement commenced on April 1, 2024, and continues through March 31, 2025.

WHEREAS, **Paragraph 12** of the Original Agreement provided for the extension of the Original Agreement for two additional one-year periods; and

WHEREAS, the parties wish to extend the duration of the Original Agreement as provided herein.

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

(1) EXTENSION OF ORIGINAL AGREEMENT: The parties hereby agree to extend the duration of the Original Agreement as allowed in **Paragraph 12** of the Original Agreement from **April 1, 2025** through **March 31, 2026** under the same terms and

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

conditions contained in the Original Agreement.

(2) CONTRACT PRICING: Attached as **Exhibit 1** is pricing for all types of Commercial Buses with Wide Body Cutaway Specifications for Floor Plan GG, HH, and II and related items. **Exhibit 1** reflects any amendments to pricing requested and approved during the contract period.

(3) UPDATE OF FEDERAL TERMS AND CONDITIONS: To assist the Contractor in complying with IFB605CO21001151, specifically **Paragraph 2.4 Applicable Laws and Regulations** and **Paragraph 3.11 Bidders Responsibility for all Federal Terms and Conditions**, the Commission has included updated federal contract terms and conditions, attached as **Exhibit 2** and incorporated into this agreement, that reflect the current legal requirements for the Contractor, discussed as subrecipient.

(4) ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION**:** By signing the contract, below, the Contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars ($100,000) or to contractors with fewer than ten (10) employees.

(5) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

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

Executed by the Contractor on 2025-03-18 | 1:41 PM PDT (DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

SOUTHERN BUS AND MOBILITY, INC.

By DocuSigned by: Cal Loepker ACEDBFB8F1FC4B0...

Title Commercial Sales Manager

Attest:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Exhibit 1
Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

12950 Koch Lane
PO Box 37
Breese, IL 62230

phone (618) 526-4131
toll-free (877) 526-4131
fax (618) 526-4585

Southern Bus & Mobility

80 South Highway Drive
Valley Park, MO 63088
(St. Louis I-44 & Highway 141)

phone (636) 825-0700
toll-free (866) 327-1600
fax (636) 825-0701

February 4, 2025

To: Christy Evers, Administrator of Transit
Missouri Department of Transportation

Subject: 2026 model pricing for HH, GG, and II

Southern Bus & Mobility is requesting price increases for the Ford E-450 Diamond Coach models on floorplans HH, GG, and II have the following price increases for the 2026 model year.

	Ford 2025 price	*Ford 2026 price*	*Difference in chassis price*
GG	$38,284.00	$39,967.00	**$1,683.00**
HH	$38,284.00	$39,967.00	**$1,683.00**
II	$37,623.00	$39,306.00	**$1,683.00**

	Diamond 2025 price	*Diamond 2026 price*	*Difference in body price*
GG	$61,348.00	$61,348.00	**$0.00**
HH	$62,021.00	$62,021.00	**$0.00**
II	$58,357.00	$58,357.00	**$0.00**

	Ford + Diamond 2025	*Ford + Diamond 2026*	*Total Increase for 2026MY*
GG	$ 99,632.00	$101,315.00	**$1,683.00**
HH	$100,305.00	$101,988.00	**$1,683.00**
II	$ 95,980.00	$97,663.00	**$1,683.00**

	2025 Total Selling Price	*2026 New Total Selling Price*
GG	$107,836.00	**$109,519.00**
HH	$108,865.00	**$110,548.00**
II	$103,884.00	**$105,567.00**

Regards,

Cal Loepker

Cal Loepker, Sales Manager
Southern Bus & Mobility

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

Exhibit 2

This document presents a summary of the FTA required contract clauses and federal certifications as identified in the accompanying FEDERAL CLAUSES MATRIX that are to be used when procuring or entering into contracts that will be funded with FTA funds. Each clause can be selected and inserted into each applicable subagreement and/or subcontract by type of procurement or project scope identified on the FEDERAL CLAUSES MATRIX. These clauses are based on the FTA Master Agreement published February 9, 2021 and available for review on FTA's website at http://www.transit.gov.

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's. requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

Exhibit 2

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, “promptly” means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of

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termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES

Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient 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 MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) 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. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient'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. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
3. The amount of federal assistance FTA has provided for a State Program or Project.

The State will provide the information required under this provision in the following documents:

1. Applications for federal assistance,
2. Requests for proposals, or solicitations,
3. Forms,
4. Notifications,
5. Press Releases, and
6. Other publications.

FLY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The subrecipient shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The subrecipient agrees to include the requirements of this section in all contracts that may involve international air transportation.

CARGO PREFERENCE REQUIREMENTS

The subrecipient agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MoDOT; and to include these requirements in all contracts issued pursuant to this contract when the contract may involve the transport of equipment, material, or commodities by ocean vessel.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

TERMINATION

Termination for Convenience: MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in it's best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

Exhibit 2

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and

2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor, and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have 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; and

2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

Exhibit 2

ENVIRONMENTAL JUSTICE

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;

2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;

3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or

4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed $25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or

- Collecting a certification; or

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or

CONTRACT WORK HOURS AND SAFETY STANDARDS

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.(See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No subrecipient or contractor 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 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 section, the subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor 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),

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

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 section, in the sum of $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 paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* MoDOT 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 subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or 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 subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors 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 section."

NON CONSTRUCTION EMPLOYEE PROTECTION

The subrecipient will comply, with the following Federal laws and regulations providing Wage and Hour protections for non-construction employees according to FTA Master Agreement, Section 24(b):

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq*., and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq*., which

Docusign Envelope ID: 4E588A0A-8318-4A9E-8C40-D011CFC26488

requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-156 Amendment 1 to Work Authorization OLS-WIL-02 with Olsson for professional engineering services for the Willow Branch Improvements project.

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-156; Amendment 1 to Work Authorization OLS-WIL-02; Location Map

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

SUMMARY
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-WIL-02 with Olsson in the not to exceed amount of Six Hundred Forty-Seven Thousand and 00/100 dollars ($647,000.00) for professional engineering services for the Willow Branch Improvements project.

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. Two of the projects included in the program were the removal of the Pennsylvania Avenue Viaduct, and the improvement of the Old Willow Branch Storm Sewer System.

The Missouri Department of Transportation (MoDOT) has plans to reconstruct Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. This project was bid by MoDOT in November 2025, and a recommendation to award for construction has been made.

In November 2024, City Council approved 3 separate work authorizations with Olsson, including the Willow Branch 7th Street Improvements project (OLS-WIL-03), the Willow Branch Stormwater Study project (OLS-WIL-02), and the Pennsylvania Avenue Viaduct Removal project (OLS-WIL-01).

A large portion of the Old Willow Branch Storm Sewer improvement project was originally envisioned to go under 7th Street, from Moffet Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. Based on data obtained during the Willow Branch Stormwater Study project, the route of the proposed Reinforced Concrete Box Culvert (RCB) is now planned to run under 7th Street to Wall Avenue, then turn north, running under Wall Avenue to 5th Street before turning back east. The installation of the new RCB Storm Sewer System within 7th Street has been incorporated into MoDOT's 7th Street Reconstruction project, and the design of the RCB storm sewer system running under Wall

Ave. to 6th Street was added to Olsson's WA OLS-WIL-03 by amendment 1, approved by City Council in the summer of 2025.

This amendment is for additional costs for engineering services related to the design of the RCB section from 6th and Wall Ave. to 6th and Virginia Ave. This portion of the RCB will be bid separately from both the City bid portion from 7th and Wall Ave. to 6th and Wall Ave, and the portion of the RCB in 7th Street which has been incorporated into the MoDOT project. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

The breakdown of fees and estimated costs to date for the CIST funded Willow Branch project is summarized below:

CIST Project TCO713 initial total estimated cost =	***$12,260,000.00***
WA OLS-WIL-03 (Willow Branch 7th St. Improvements)	$227,664.00
-Amendment #1 to WA OLS-WIL-03 (Summer 2025)	$98,000.00
WA OLS-WIL-02 (Willow Branch Study)	$602,500.00
-Amendment #1 to WA OLS-WIL-02 (CB2025-156)	$647,000.00
Payment to MoDOT for 7th St. Willow Branch Construction	$3,349,647.46
Total	$4,924,811.46

FUNDING SOURCE

This item includes a fiscal year 2026 budget amendment to the Capital Improvement Sales Tax Fund in the amount of $647,000.00

RECOMMENDATION

Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-156 **ORDINANCE NO.**

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-02 with Olsson in the not to exceed amount of Six Hundred Forty-Seven Thousand and 00/100 dollars ($647,000.00) for professional engineering services for the Willow Branch Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment 1 to Work Authorization OLS-WIL-02 with Olsson in the not to exceed amount of Six Hundred Forty-Seven Thousand and 00/100 dollars ($647,000.00) for professional engineering services for the Willow Branch Improvements project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Six Hundred Forty-Seven Thousand and 00/100 dollars ($647,000.00).

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

Section 5. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of January 6, 2026.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

Council Bill 2025-156

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 South Main Suite 503 Joplin, MO 64801	
Attention: Dan Johnson		Attention: Eric Shelton, Clayton Cristy, Reid Catt	
Department: Engineering		Phone: (417) 890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-WIL-02, Amendment #1 Old Willow Brand Drainage Improvements 7th Street Improvement (Purple Phase)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-WIL-02

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-WIL-02 exceed the sum of Six hundred and forty-seven Thousand and 00/100 Dollars ($647,000.00). The base contract value of $602,500.00 and this amendment bring the total contract value to $1,249,500.00.

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million 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. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million 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. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Inc

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 11/11/2025

By: _____

Printed Name: Eric Shelton

Title: Senior Engineer

Date: 11/11/2025

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

Date: _____

EXHIBIT 1
WORK AUTHORIZATION #OLS-WIL-02 (PURPLE)
AMENDMENT #1

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Old Willow Branch Culvert Replacement, Joplin, Missouri

Located from 6th and Wall Avenue to 6th and Virginia Ave

Project Description: Old Willow Branch Culvert Replacement

The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. Original scope under OLS-WIL-01 assumed the new culvert alignment would be follow 7th street from 7th and Moffett to 7th and Pennsylvania Avenue. Olsson evaluated multiple alternatives with consideration to construction costs, utility impacts, traffic impacts, constructability, and risks/impacts to private property. Following this evaluation, a different alignment was recommended that would reduce overall project cost, project risks, and impacts to the community. The recommended alignment starts at 7th just west of Byers and continues east to Wall Avenue, turns north on Wall Avenue to 5th street, turns east on 5th Street to Virginia Avenue, then turns south and connects to the existing box culverts near 6th and Virginia. The scope for the PURPLE portion of this project includes work from 6th and Wall Avenue to the outlet and 6th and Virgina, along the alignment discussed above.

<u>The Old Willow Box will not be completely abandoned as part of this amendment. Additional phases will be required to relocate public storm sewer systems connecting to the old box. Abandonment of the old box culvert will require participation from private property owners (outside of this scope) to relocate private connections and abandon the box where it is located under buildings.</u>

Work Order # OLS-WIL-02 is amended as follows:

SCOPE OF SERVICES

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

Phase 100 – Project Management **$49,500**

Task 101: Project Management

The ENGINEER Project Manager (PM) will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the project team and sub-consultants, and provide regular progress reports with invoices.

The ENGINEER PM will coordinate their design with other City departments, outside agencies and/or other consultants that are involved with this project or adjacent projects. Coordination with utilities will include sending plans to utility contacts as each progress submittal and holding discussions to attempt to accommodate relocation plans. Utility potholing is NOT INCLUDED in this scope of services and will be the responsibility of each utility.

Phase 200 – Survey **$22,000**

Task 201: Easement Exhibit and Description Preparation

Easement Exhibit and Description Preparation – As necessary, Olsson will prepare easement exhibits and descriptions for any easements or right of way dedications, needed. Olsson estimates up to 22 total exhibits and descriptions, at a unit rate of $1000 per exhibit and description.

Ownership and Encumbrances - EXCLUDED

Phase 300 – Site Investigation

Task 302: Building Inspections (4) **$30,000**

Olsson will conduct a site visit to investigate the condition of up to 4 buildings as part of this amendment. If additional building investigation is needed, a separate amendment will address any additional scope and fee. This investigation will consist of a visual inspection on the inside and outside of the building to observe the method of construction and overall condition of the structure. Photographs will be taken to provide a record of the structure's general condition and any significant areas of disrepair identified through field investigation.

A memorandum and photo log will be prepared that will offer recommendations to the City for addressing the suitability of the structure to remain in place during demolition activities, call out visually observable hazards that should be communicated to the Contractor via the bid documents (for example, presence of basements or apparent limits of foundations), and known significant areas of disrepair (for example, large cracks in walls, presence of uneven floors, or broken windows).

Phase 400 – Concept Design (60%)- No Change

Phase 500 – Preliminary Design (60%)- RCB From 6th and Wall Ave to 6th and Virginia Ave - $170,000

Task 501: Preliminary and Right-of-Way Plans

Olsson will develop preliminary and right-of-way plans for the proposed box culvert construction that illustrate limits of the demolition, anticipated temporary access and laydown areas, structures and utilities in conflict with the proposed project, tree clearing, as well as easement and permanent RW limits.

Preliminary & Right-of-Way Plans

- Prepare & Submit RW Plans
  - Cover Sheet
  - General Notes
  - Alignment and Control
  - Typical Sections
  - Demolition Plans
  - Plan & Profile Sheets or special grading sheets (Roadway)
  - Plan and Profile Sheets (Box Culvert)
  - Sanitary Sewer Plan & Profile Sheets
  - Storm system layout (for connecting existing inlets within the project limits)
  - Special details
  - Cross Sections
- Prepare & Submit Opinion of Probable Cost
- Conduct Quality Control Review

Phase 600 – Right-of-way services - $88,000

Task 601: RW Assistance

Olsson has reviewed the scope of the project as presented by the City and have assumed two (2) parcels will be involved in the acquisition right-of-way or permanent

easement and twenty (20) additional parcels impacted by temporary construction easements.

We estimate that to negotiate the acquisition of right-of-way for all the parcels our not-to-exceed negotiation fee is $88,000.

The fee amount for negotiation activity will include completing the form of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request as well as a landowner matrix. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. If the parcel or easement can't be negotiated in the three contacts listed above, Olsson will review the property with the City to evaluate how to proceed.

For condemnation purposes Olsson charges a rate of $275.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: The City of Joplin will provide with a notice to proceed:

- All applicable title commitments;
- All agreements and conveyance forms necessary for the acquisition of property;
- The City of Joplin will provide vacancy notices to each owner when applicable.
- All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

Olsson's timeline for completion of negotiations on this project is nine (9) months from the City's notice to proceed.

Assumptions and Exclusions:

- This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
- This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
- This proposal does not include the cost of any appraisal or appraisal review services. If those services become necessary an amendment will need completed.

Task 602: Waiver Valuations (22 properties)

Olsson shall prepare a waiver valuation for each parcel on the project. It is assumed that all parcels will each be valued at less than $25,000. If any parcel to be acquired is valued at $25,000 or greater Olsson shall discuss with the city whether an appraisal should be ordered.

<u>Phase 700 – Final Design Services</u> - RCB From 6th and Wall Ave to 6th and Virginia Ave - $275,000

Task 701: Final Plans -

Olsson will prepare final design plans for the proposed box culvert construction that will illustrate temporary access and anticipated laydown areas, anticipated traffic control requirements, tree removals, limits of easements and permanent rights of way, erosion control, and seeding/sodding requirements. The following design tasks are anticipated and included:

Final Design & Final Plans

- Incorporate comments from City on preliminary plan submittal
- Prepare & Submit Final Plans
  - Cover Sheet
  - General Notes and Recapitulation of Quantities
  - Alignment and Control
  - Typical Sections
  - Plan & Profile Sheets or special grading (Roadway)
  - Plan & Profile Sheets (box culvert)
  - Storm System Plan & Profile Sheets (for connecting existing inlets within the project limits)
  - Sanitary Sewer Plan & Profile Sheets
  - Pavement Marking & Signing
  - Traffic Control and General Phasing
  - Seeding and Erosion Control Details
  - Special Details (~10 sheets)
  - Cross Sections
- Final Opinion of Probable Cost
- Draft Technical Specifications

Task 702: Structural Design

A standard MoDOT RCB will be used as the basis for the design. A detailed bill of reinforcing will not be developed. Special connection details will be developed:

1. A curved (or angled) structure at 5th and Wall Avenue.

2. A curved (or angled) structure at 5th and Virginia Avenue.
3. Two transition structures to change box culvert size
4. To connect to the existing RCB system at 6th street and Virginia Avenue.

Task 703: Final PS&E

Olsson will prepare final plans, specifications, and estimate for bidding.

Final PS&E

- Incorporate comments from Client on Final Plan Submittal (100% unsigned/unsealed)
- Revise and Submit 100% PS&E (signed/sealed
- Prepare & Submit Final Opinion of Probable Cost
- Prepare & Submit SWPPP (if applicable)
- Prepare & Submit Project Front End Docs
- Prepare & Submit Technical Specifications
- Conduct Quality Control Review

Phase 800 – BID PHASE SERVICES **$12,500**

Task 801: Attend Pre-bid Meeting

Olsson will attend a pre-bid meeting led by the Client. Some Olsson personnel may attend this meeting virtually.

Task 802: Answer Questions and Prepare Addenda

Olsson will assist the City with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Task 803: Review and Evaluate Bids

All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Assumptions/Clarifications:

The following assumptions and clarifications apply to the scope of this workorder:

1. This is a separate project and bid project from the “RED” and “Yellow” projects.
2. The pavement rehab assumes that the profile of streets will not change in areas impacted by the box culvert.
3. Sidewalks will be evaluated for replacement. Full sidewalk replacement is not anticipated.
4. Aesthetic improvements and special streetscape features are not expected for this section of roadway.
5. The city will help coordinate with property owners regarding any property considerations such as basements, drains, or access.
6. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
7. All permit and mitigation fees, if any, will be paid for by the City.
8. The City will appoint a staff member to facilitate and execute agreements with property owners and ensure access is allowed through their facilities to obtain field data for design and allow for construction.
9. Contractor shall develop detailed traffic control plans based on general phasing and present to the city of approval during construction.
10. No Federal funding will be used for the project.
11. Building Inspections: City staff members will assist Olsson by securing right of entry to the building and providing a City liaison, as necessary, when entering the building or other private rights-of-way. A detailed structural evaluation, analytical modelling, and material testing for the buildings is not included in this scope of services. Olsson makes no guarantee or offers any implied warranty that the buildings can safely remain in place during demolition activities.
12. Geotechnical Investigation have been completed.
13. Other assumptions identified within the scope of services.

Exclusions:

The following exclusions apply to the scope of this workorder:

1. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. More specifically, sanitary sewer conflict relocation is not included in this scope of services.

2. Detailed bill of reinforcing for RCB and special structural details.
3. Roadway concrete jointing plans.
4. Special aesthetic design elements such as benches, festival power, irrigation, tree wells or planting plans, and detailed concrete jointing plans.
5. Photometrics and street lighting
6. Environmental review and investigations.
7. Appraisals
8. Title Commitments
9. Public meeting and public engagement.
10. 3D visualizations.
11. Construction staking, administration, observation, testing, and inspection.
12. Any service that is not explicitly stated in this scope of services.

DELIVERABLES

All deliverables are assumed to be electronic (PDF) format:

- Preliminary Plans & Right-of-way Plans Phase
  - Plan Set
  - Opinion of Probable Cost
  - Easement Descriptions & Exhibits (after preliminary)
  - Valuation Waivers (after preliminary)
- Final Design (100% unsigned/unsealed) – for client review/approval
  - Plan Set
  - Opinion of Probable Cost
  - Technical specifications
- Final Design (100% signed/sealed) – for bid
  - Plan Set
  - Opinion of Probable Cost
  - Technical specifications
  - Project Front End Documents
  - SWPPP (if applicable)

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Completion Date (Design Scope): December 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated

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

COMPENSATION

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

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **$647,000**.

TERMS AND CONDITIONS OF SERVICE

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

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

OLSSON, INC.

By _____ By _____

(Name) (Name)

Senior Project Manager Senior Engineer

(Title) (Title)

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

_____

(Client Name)

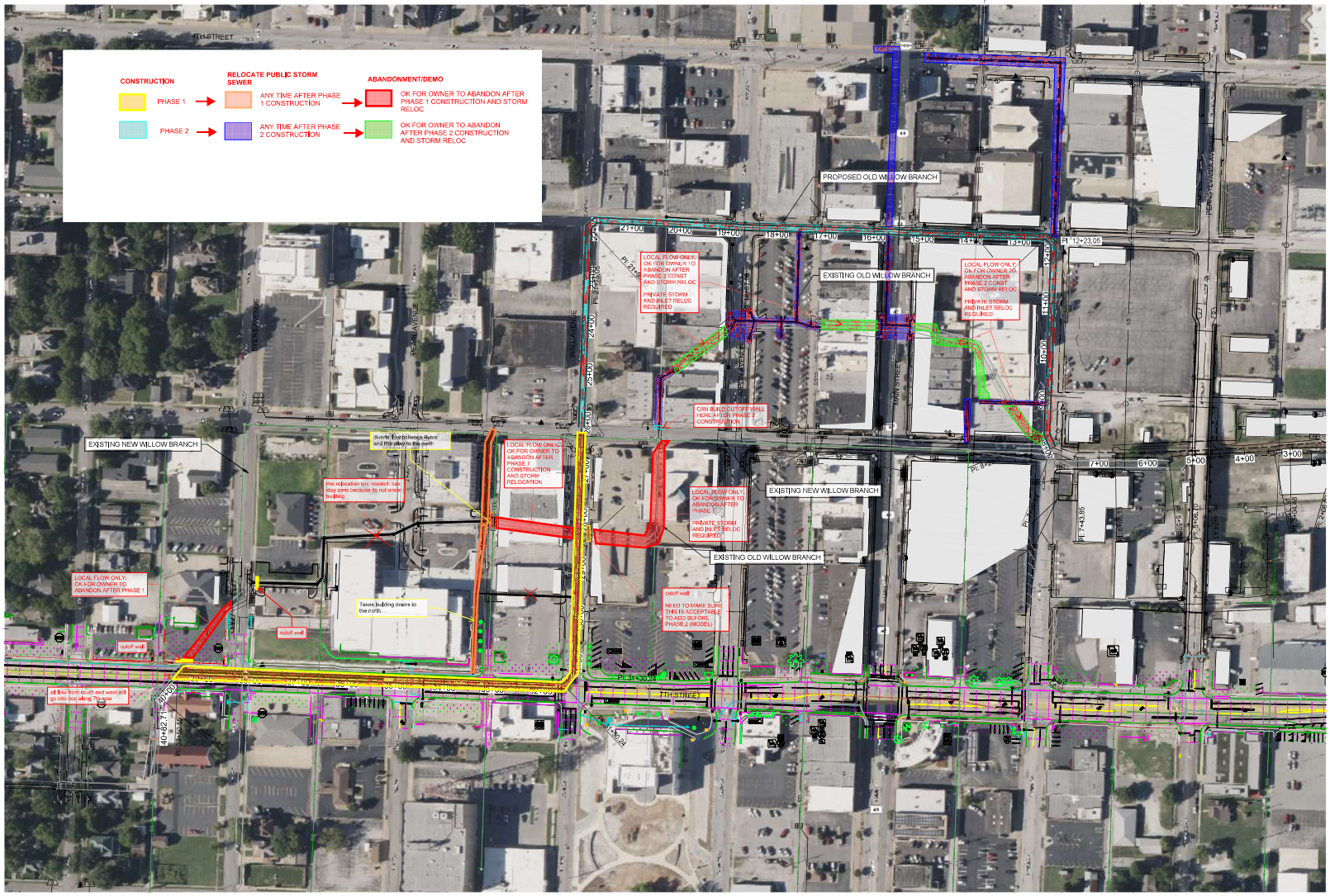
By _____

Signature

Printed Name _____

Title _____ Dated: _____

OLD WILLOW BRANCH 2025 REPLACEMENT - CONSTRUCTION AND ABANDONMENT PHASING PLAN



GENERAL NOTE:
ONLY EXISTING OLD WILLOW BRANCH, EXISTING NEW WILLOW BRANCH, AND PROPOSED OLD WILLOW BRANCH SHOWN ON OVERALL PLAN.

550 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

OVERALL PLAN
ALTERNATE 2

OLD WILLOW BRANCH
STORMWATER IMPROVEMENTS

2025

JOPLIN, MISSOURI

drawn by: AGW
designed by: EJS
project no.: 024-046478
date: 03.24.2025

SHEET
1 of 7

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DATE: Apr 22, 2025 - 4:51pm USER: estratton

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-554 – Approving certain health department fee changes related to business licenses and adding a new business license fee for EV Charging Stations

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-554 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Health Director: Ryan Talken; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing health department fees related to business licenses and adding a new business license fee for EV Charging Stations.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes related to business license fees.

The proposed changes are as follows:

- Change the Health Permit-Low Risk fee from $130.00 to $140.00
- Change the Health Permit-Medium Risk fee from $260.00 to $280.00
- Change the Health Permit-High Risk fee from $390.00 to $420.00
- Change the Health Permit Mobile Vendor-Low Risk fee from $130.00 to $140.00
- Change the Health Permit Mobile Vendor-Medium Risk fee from $260.00 to $280.00
- Change the Health Permit Mobile Vendor-High Risk fee from $390.00 to $420.00
- Change Swimming Pool-Seasonal Facility from $142.00 to $150.00
- Change Swimming Pool-Yearly Facility from $340.00 to $370.00
- Change Health Permit Tattoo Parlor Inspection from $130.00 to $140.00
- Add a new fee for Electric Vehicle Charging Stations based on gross receipts with a minimum fee of $200.00 per ten stations at one location. Each additional ten charging stations at one location will be assessed an additional $200.00 annually.

The fee changes will be effective on April 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-554 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish new fees and make certain fee changes to help recover the cost of services provided by the health department.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated ……100.00

Ambulance Services or Companies, ……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00
C) Dancehall ……100.00
Per Month……..10.00
Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects

1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags

A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00
$20,001-$50,000……..200.00
$50,001-$100,000……300.00
$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies …….100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day …….10.00
B) Each Day After, Per Day ……..5.00

Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day …….200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
F) Mechanical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories …….…… The fee provided in section 30-92 (1)

Electric Vehicle Charging Stations ……. The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year for up to ten charging stations in one location. An additional $200.00 per year for each additional ten charging stations in any one location.

Employment Agency ……...100.00

Engineer or Engineering Company
- 1-25 Employees…….……125.00
- 26-100 Employees…….200.00
- 101-300 Employees…… ……..……300.00
- 301 and more Employees……...500.00

Florist, Greenhouse, Nurseries …….…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..140.00
- Medium Priority ……..280.00
- High Priority ……420.00
- Mobile Vendor-Low Priority ……..140.00
- Mobile Vendor-Medium Priority ……280.00
- Mobile Vendor-High Priority ……..420.00
- Temporary Food Vendor, per event ……..75.00
- Pre-Opening Inspection ……150.00
- Tattoo Parlor Inspection ……..……140.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…150.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……370.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover …….50.00

Ice Cream Stand …….50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
A) Not more than 1 Person ……...100.00
B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
A) Plus, Each Salesman or Solicitor …….10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting …….The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Nonintoxicating Beer (3.2%)

in original package ……..50.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
H) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor ……600.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 5% alcohol by weight ……150.00
K) Dealers at Wholesale in Nonintoxicating Beer (3.2%) …….100.00
L) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event …….5.00
B) Per Week ……..……10.00
C) Per Month …….20.00

Messenger Service …….100.00

Mobile Home Park
A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings
A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle ……..30.00
B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer …….50.00
A) Plus each agent or solicitor per day ……..5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards …….…….50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad or railway company and transacting business within the city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….....100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year…….….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Shows, Transient

Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses

A) First day ……10.00
B) Each additional day ……5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase …….……100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event …….……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00

A) Plus, per operator ……25.00

Taxicab Business

A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers
A) Original License ……5.00
B) Each renewal ……3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses
Those having a seating capacity of:
A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on April 1, 2026.

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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-555 – Approving a budget amendment for FY 2026

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-555 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2025-2026 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

This budget amendment amends the following funds:

- Amending the Health Fund revenue and expenditures for the Motor Carrier Safety Grant in the amount of $4,781.00 each. This grant was received after the budget was adopted.
- Amending the Emergency Communications Fund for moving the equipment from the former West Tower to the new Tower in the amount of $8,825.00. The cost of moving the tower equipment was not known when the FY2026 was under development.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue in the amount of $4,781.00 and expenditures by $13,606.00.

FUNDING SOURCE
Funding is shown on the attached Schedule A.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-555 **ORDINANCE NO.**

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

WHEREAS, the City of Joplin, Missouri passed Ordinance 2025-143 on October 20, 2025, which estimated revenues and appropriated funds for the fiscal year 2025-2026; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of Four Thousand Seven Hundred Eighty-One Dollars and No Cents ($4,781.00) and by increasing appropriations by the total amount of Thirteen Thousand Six Hundred Six Dollars and No Cents ($13,606.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. That this ordinance shall become effective on January 6, 2026.

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

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
15-Dec-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
110	Health Fund					
	Grant Revenue	110-0000-480-0716	Motor Carrier Safety Grant	$	4,781	
	Federal Grant	110-3590-550-2050	Operational Supplies			4,781
	Total Health Fund			$	4,781	4,781
520	Emergency Communications Fund					
	Radio Services	520-8503-510-5215	Communications Services	$		8,825
	Total Emergency Communications Fund			$	-	8,825
	Grand Total			$	4,781	13,606

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-624 – approving a purchase order for mobile data computer with Turn-Key Mobile, Inc.

MEETING DATE
December 15, 2025

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Turn-Key Mobile, Inc., to cover the purchase of replacement mobile data computers for the Police Department and Animal Control Officers.

BACKGROUND
Turn-Key Mobile, Inc., is the State of MO vendor for Panasonic Systems; utilizing Sourcewell Contract# #090122. As they are the sole source for this hardware, there are no bids required. The amount of $337,740.00 was budgeted and approved for FY2026 by Council during the budget process and finalized by Ordinance 2025-538 on October 20, 2025. This purchase is actually UNDER budget.

FUNDING SOURCE
This payment is included in the FY 2025-26 budget of the Police Public Safety Tax (101-5575-510-83.15) and Health Dept/Animal Control (110-3505-550-83.15) respectively.

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1ST Reading and sets an effective date of January 5, 2026.

ATTACHMENTS
CB2025-624 Ordinance; Turn-Key Mobile, Inc. pricing/proposal

COUNCIL BILL NO. 2025-624 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Turn-Key Mobile, Inc., to cover the purchase of replacement mobile data computers for the Police Department and Animal Control Officers as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-538 on October 20, 2025; and setting an effective date.

WHEREAS, Turn-Key Mobile, Inc., is that State of MO vendor for Panasonic systems utilizing Sourcewell Contract #090122; and,

WHEREAS, in the FY2026 budget process, Council approved and budgeted funds to cover the purchase of replacement computers

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

Section 1. That a Purchase Order issued to Turn-Key Mobile, Inc., covering the purchase of Panasonic Mobile Computer systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-538 and reflected an appropriation in the total amount of Three Hundred Sixteen Thousand, Five Hundred, Twenty Dollars ($337,740.00) for payment of replacement computer systems.

Section 3. That this Council Bill shall have an effective date of January 05, 2026

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

TURN-KEY MOBILE, INC.

4510 Country Club Drive
Jefferson City, Missouri 65109

Estimate

Estimate#	**: EST-15138**	Sales person/ISS	**: Patrick Lee**
Estimate Date	**: 09/12/2025**	Created By (ISS)	**: LaMonica Archer**
Expiry Date	**: 12/15/2025**	Purchasing Contract	**: SOURCEWELL # 090122 Panasonic**

Bill To	Ship To
Joplin Police Department Captain William Davis 303 E. 3rd Street Joplin, Missouri 64801	Joplin Police Department Police - Administration 303 E. 3rd Street Joplin, Missouri 64801

#	Item & Description	Qty	Rate	Amount
1	FZ-55JV-35BM Panasonic Mk3 BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support	82	3,460.00	283,720.00
2	CF-SVCPSY5 Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	82	610.00	50,020.00
3	CF-SVCLOGO50 Panasonic Branding Badge Qty 50 - 99 (50 minimum)	82	0.00	0.00
4	Contract-SOURCEWELL # 090122PNA Sourcewell contract 090122-PNA gives access to Panasonic Toughbooks, Accessories, Service	1	0.00	0.00

Sub Total	333,740.00
Total	**$333,740.00**

Authorized Acceptance Signature

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Order Notes:

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-625 – Approving the contract with Mid-America Sports Construction for the removal and installation of synthetic turf at Joe Becker and Wendell Redden Stadiums and Gene Bassman Softball Complex.

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2025-625 Ordinance; Exhibit “A” Sourcewell Contract #031622-AST; Exhibit "B” Mid-America Sports Construction Contract Agreement

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Mid-America Sports Construction in the amount of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00) for the removal and installation of synthetic turf at Joe Becker and Wendell Redden Stadiums and Gene Bassman Softball Complex.

BACKGROUND
The replacement of the synthetic infield turf at Joe Becker and Wendell Redden Stadiums and the new installation of synthetic infield turf on 4 four fields at the Gene Bassman Softball Complex were voter-approved projects through Phase III of the ¼-Cent Parks and Stormwater Sales Tax Projects in 2021. This project was awarded through Sourcewell Contract #031622-AST as allowed by the City’s purchasing policy.

This Council Bill also includes a budget amendment in the amount of $589,851.00. While the total original budget for these projects was $1,600,000.00, only $1,000,000 was included in the fiscal year 2026 budget. Therefore, the parks portion of the Parks and Stormwater Sales Tax Fund is being amended for the project balance.

FUNDING SOURCE
This item is under the original ¼-Cent Parks and Stormwater Sales Tax project budget, but the fiscal year 2026 budget is being amended.

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

Joplin Parks
Infield Upgrades and Re-turfs
Date: 9.25.25
Update: 12.2.25
Sourcewell Contract #031622-AST

Project Description:

The following budgetary proposal Mid-America Sports Construction is for field renovations for Joplin MO, Parks Department. General scope of work includes the construction and/or installation of AstroTurf to six infields. The information that follows is based on general site visits, measurements and calculations, no formal site surveys have been produced. The final pricing will fluctuate with additional scope details.

-Synthetic Turf Construction: Baseball/Softball-

1) Mobilization (1)
2) Site to be clear from any debris or athletic equipment prior to arrival onsite
3) Removal of existing site fencing for construction access (to be reinstalled upon completion)
4) Excavation of field approx. ±7.5" to proposed subgrade (all spoils to be disposed of on-site)
5) Cap and abandon existing infield irrigation system
6) Furnish and install perforated HDPE collector drain, to daylight or tie into existing within 40' of field
7) Furnish and install 4oz woven geotextile fabric on prepared subbase and through trenches
8) Construct new 6"x12" perimeter curbing with two #4 rebar
9) Furnish and install 1"x12" panel drain system, to tie into collector drain
10) Furnish and install 4" drainage base layer, laser grade and compact
11) Furnish and install 2" finish stone layer, laser grade and compact
12) Furnish and install 2"x2" nailer attachment board for preparation of turf installation
13) Furnish and install approx. ***129,000 sq ft of AstroTurf Diamond Series HR 1.5"*** synthetic turf surfacing
14) Furnish and install sand/rubber infill materials per manufacturer's recommendations
15) Field colors to be dark brown at skinned areas and green at foul lines
16) Install new baseball and softball plugs
17) Furnish and install new base sets
18) Furnish 16 extra batters' boxes with hook and loop strips for easy field replacements. For the 4 JAC small fields.
19) 16 extra pitchers' panels with hook and loop strips for easy field replacements. For the 4 JAC small fields.
20) 8 extra catchers' panels with hook and loop strips for easy field replacements. For the 4 JAC small fields.
21) ***Construct and install an extra turf swath behind 2b, to allow for better playing conditions for 80' bases.***
22) ***This extra swath should allow for approx. 20' of turf behind 1st, 2nd, and 3rd base bags.***
23) Removal and disposal of the existing turf on the two existing turf infields.
24) Reuse existing infill material and supplement with new infill, for both new baseball infields.
25) Inspect existing subbase aggregate and nailer boards
26) Furnish and replace deficient nailer boards @ $15 per ft. With owner's acknowledgement and approval
27) Furnish 16 extra batter's boxes with hook and loop strips for easy field replacements. For the two large fields.
28) 16 extra pitcher's panels with hook and loop strips for easy field replacements. For the two large fields.
29) 8 extra catcher's panels with hook and loop strips for easy field replacements. For the two large fields.
30) Clean-up, demobilization

BASE PROPOSAL: *$1,589,851.00*

Gene Bassman Fields – Four AstroTurf infields and construction..... **$1,069,851.00**

Wendell Redden Stadium – Replace infield turf with new AstroTurf HR 1.5".....**$280,000.00**

Joe Becker Stadium - Replace infield turf with new AstroTurf HR 1.5".....**$240,000.00**

Total = $1,589,851.00

****All pricing is contingent that the entire scope is preformed at the same time****

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081



*****ALL PRICING IS SUBJECT TO CHANGE AND IS BEING PROVIDED FOR BUDGETARY PURPOSES ONLY. *****
***** THESE BUDGETARY NUMBERS WILL NOT BE TAKEN TO CONTRACT. *****
*****FORMAL NUMBERS CAN BE PROVIDED ONCE SITE SURVEYS AND GEOTECHNICAL REPORTS HAVE BEEN PRODUCED. *****
***** PRICING IS GOOD FOR ONLY 14 DAYS*****

ADDITIONAL PROJECT NOTES:

1. Any drawings provided by Mid-America are provided for visual purposes only and do not reflect pricing
2. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above
3. All work based on appropriate working conditions and cooperating weather
4. Proposals based on proper site access and staging/lay down areas provided by owner
5. MASC will locate all public utilities, owner responsible for locating any private lines
6. MASC will tie into existing storm water management where applicable or daylight drains, not responsible for the installation of new storm water infrastructures
7. This proposal excludes any and all, time delays and cost increases arising from or related to COVID-19 virus and any government or third-party action in response to
8. Pricing based on mutually agreeable contract language and schedule between Owner and Contractor

PROPOSAL EXCLUSIONS:

- City Permitting & Fee's
- Sales / Use Tax
- Work outside proposes area unless noted above
- Geotechnical testing, investing of the site
- Rock Excavation
- Implementation of a Storm Water Pollution Prevention Plan
- Acts of God (ex. Hurricanes, temperature, draught, flooding, etc.)
- Site security and/or temporary protection
- No maintenance is included in the proposed budget
- Repairs/regressing of existing site unless noted above
- Repairs to pavement due to construction traffic

Proposal Inclusions:

- Performance & Payment Bonds
- Surveying
- Missouri Prevailing
- As-Builts

Project Contact: *Christian Cox*
ccox@mid-americagolf.com

Respectfully Submitted,
Carter Nicoli
Project Estimator

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081
816-524-0010

AGREEMENT

THIS AGREEMENT, made and entered into this **6th** day of **January 2026**, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in the "**Sourcewell Contract #031622-AST"** which the Project Description was submitted December 2, 2025, and is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City of Joplin and Consultant both agree to terms and conditions within this Agreement and is attached hereto and incorporated herein as Exhibit B; and

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

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

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

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

4. All information, data, and reports as are existing, available, and necessary for the conducting of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

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

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

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

construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

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

19. **Liability and Indemnity:**

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-625 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Mid-America Sports Construction for the purpose of removing and installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums and installing synthetic turf on four fields at the Gene Bassman Softball Complex for the not to exceed price of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025.

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

Section 1. That the agreement by and between the City of Joplin and Mid-America Sports Construction for the purpose of removing and installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums and installing synthetic turf on four fields at the Gene Bassman Softball Complex for the not to exceed price of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00) a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit “B,” be and the same is hereby approved.

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

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars and No Cents ($589,851.00).

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

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-627 – Approving the contract with OMNIA Partners Cooperative for the purchase of a Groundsmaster 4000-D Rough Mower from Professional Turf Products, L.P.

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2025-627 Ordinance; Exhibit "A" Proposal Professional Turf Products, L.P., OMNIA Partners Cooperative Contract #2023261

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with OMNIA Partners Cooperative in the amount of One Hundred Five Thousand Seven Hundred Forty-Nine Dollars and Twenty-Seven Cents ($105,749.27) for the purchase of a Groundsmaster 4000-D Rough Mower from Professional Turf Products, L.P.

BACKGROUND
The Groundsmaster 4000-D Rough Mower will replace the current rough mower that the golf course uses. Once we receive the new rough mower, the current mower will be sold at the City of Joplin auction which is held in the fall of 2026. This project was awarded through OMNIA Partners Cooperative Contract #2023261.

FUNDING SOURCE
This item is under budget and funded through the adopted 2025-2026 City of Joplin Golf Course Capital Budget.

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Josh Thomas
(682) 208-0496
thomasj@proturf.com

Count on it.

Ship To	Schifferdecker Golf Course	Date:	11/7/2025
Bill To	OMNIA Partners Cooperative - No Credit Cards	Tax Rate	
Contact	Maron Towse	Destination	Included
Address	506 S Schifferdecker Ave Joplin, MO 64801	Trade-In	
		Finance	
Phone	(970) 381-9781	Account Type	Contract
Email	mtowse@joplinmo.org	QMS: ID	4530005
Comments:	OMNIA - City of Mesa Contract #2023261; City of Joplin Participating Agency #5053780. Applicable Property and Sales Tax Not Included. Quote inclusive of equipment setup and delivery to Joplin, MO address identified.		

Proposal

Qty	Model #	Description		Extended
1	30609	Groundsmaster 4000-D (T4)	$	99,167.22
1	30422	Leaf Mulching Kit	$	1,856.99
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	$	1,642.75
1	108-1450	Atomic Blade Service Pack	$	237.84
1	131-6691	Seat Cover Large Grey	$	57.95
1	31693	North American Road Light Kit	$	2,337.36
1	44967	MVP Kit 1000 Hour	$	449.16
		Groundsmaster 4000-D	$	**105,749.27**
1	51822	**Toro 60V 4.0Ah Blower**		**Included**
		SubTotal	$	**105,749.27**
		Destination		**Included**
		Tax (Estimated)	$	**-**
		TOTAL	$	**105,749.27**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. **Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.**
2. **Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.**
3. **Order cancellations are subject to fees up to 10% of the original order value.**
4. **Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.**
5. **Payments by Credit Card are subject to convenience fee.**
6. **Used and Demo equipment is in high demand and availability is subject to change.**
   - **A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.**
   - **B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.**
   - **C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.**
7. **"Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.**

Returns Policy:
1. **All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.**
2. **All returns must be able to be sold as new.**
3. **Items missing parts are non returnable.**

Payment:
1. **Terms are net 10 unless prior arrangements have been made.**
2. **Quoted prices are subject to credit approval.**
   - **A. PTP will work with third party financial institutions to secure leases when requested to do so.**
   - **B. When using third party financiers, documentation fees & advance payments may be required.**
   - **C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.**
   - **D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.**
3. **There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.**
4. **By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.**

Authorized Signature: _____ **Date:** _____

Confidential Property of Professional Turf Products

COUNCIL BILL NO. 2025-625 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with OMNIA Partners Cooperative for the purchase of a Groundsmaster 4000-D Rough Mower through Professional Turf Products, L.P. for the not to exceed price of One Hundred Five Thousand Seven Hundred Forty-Nine Dollars and Twenty-Seven Cents ($105,749.27) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and OMNIA Partners Cooperative for the purchase of a Groundsmaster 4000-D Rough Mower through Professional Turf Products, L.P. for the not to exceed price of One Hundred Five Thousand Seven Hundred Forty-Nine Dollars and Twenty-Seven Cents ($105,749.27) a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit “B,” be and the same is hereby approved.

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

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-017 – AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall.

MEETING DATE
December 1, 2025

DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2025-017
Memorandum of Understanding and Agreement (MOU)
Friends of Memorial Hall Proposal

REVIEWED BY
City Attorney, Peter Edwards; Director of Finance, Leslie Haase; Director Joplin Athletic Complex, Paul Bloomberg; and City Manager, Nicholas Edwards.

SUMMARY
This council bill approves the Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin and Friends of Joplin Memorial Hall. The purpose of the MOU is to outline the Parties respective responsibilities and conditions that have to be met in order for Memorial Hall to be conveyed to Friends and to be fully redeveloped.

BACKGROUND
Friends of Memorial has submitted a proposal to acquire Memorial Hall and redevelop the building, subject to several conditions and contingencies. Friends and the local hotel industry will work with the Missouri State legislators to pass legislation at the state level that increases the lodging tax that the City of Joplin may levy from four percent (4%) to six percent (6%). If this enabling legislation is passed, the City will hold a local election so that the citizens will vote on increasing the lodging tax from four percent (4%) to six percent (6%). The proposal has an overall budget for renovations of approximately $16,740,396.00. Friends plans to apply for State Historic Tax Credits ($4,398,000.00), Federal Historic Tax Credits ($2,298,200.00) and New Market Tax Credits ($3,400,000.00). In addition, Friends will undertake a community fundraising campaign to raise $2,000,000.00. Upon successful fundraising, Friends of Joplin Memorial Hall will provide a financial statement certifying the completion of the $2M capital campaign, and only after the successful capital campaign will the City issue bonds. Friends is requesting city funds in the amount of $7,000,000.00. The City Funds would come solely from the revenue bonds that are issued and repaid solely from the revenue from the increase in the lodging tax as set forth above. This MOU is conditioned on the 2% lodging tax increase being law and the Joplin voters approving the tax increase. Friends would be responsible for any other funds required to complete the

renovations. In the event that Friends ever ceases operating Memorial Hall in the future, ownership of the building and all improvements would revert back to the City. Friends will obtain no rights to sell or lease the property to any third party in the future and any such sale or lease shall void Friends leasehold rights in the building and ownership of the building and/or leasehold in the building shall immediately revert back to City.

FUNDING SOURCE

Lodging tax, $7 million in municipal bonds repaid through a 2% increase to the lodging tax, if approved by voters.

RECOMMENDATION

Staff recommends this Council Bill be approved on First Reading.

MEMORIAL HALL

REHABILITATION PLAN

12/01/2025

Presented by:

Friends of Joplin Memorial Hall



CONTACT

Lori Haun
417-529-3888
lori@downtownjoplin.com

Melodee Colbert Kean
417-437-8141
melocolbert@yahoo.com

EXH. 1

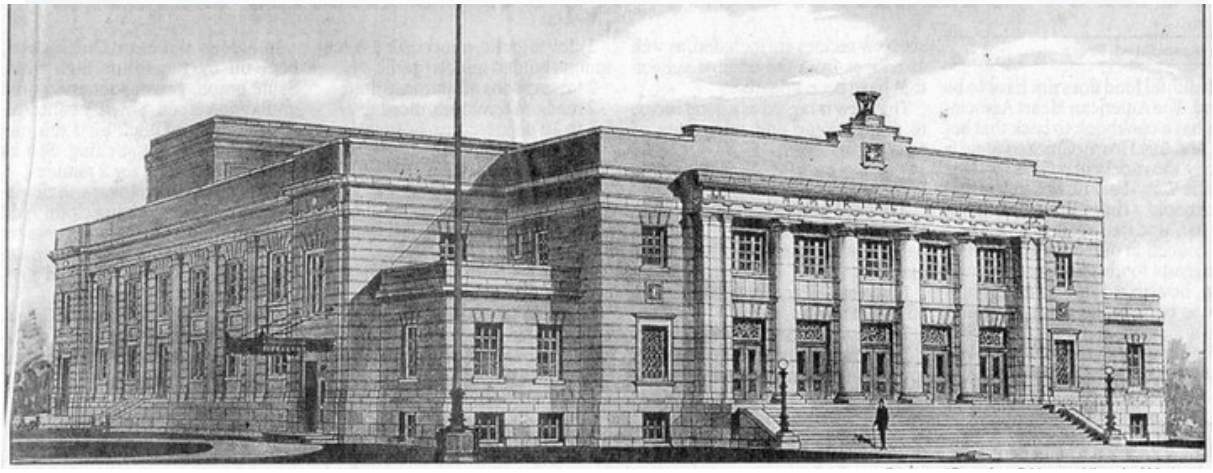
CONTENTS

Introduction	3
Goals and Objectives	4
Challenges	5
Solution	6
Rehabilitation Scope	9
Rehab Cost Summary	10
Financials	11
Timeline	16
Community Support	17
About Us	18

Introduction

Memorial Hall, located at 212 W 8th Street, has played a dynamic role in the community for 100 years. Built as a memorial to honor the men and women who gave their lives for our freedom, this building has been a community centerpiece.

REHABILITATION PLAN



With this plan, the Friends of Memorial Hall propose an alternative to demolition for this community landmark. By evaluating local, state and national incentives, utilizing community support and investment and a public-private partnership, we propose options for rehabilitation and long term sustainability for this community asset.

Our Goals & Objectives

The mission of the Friends of Memorial Hall is to revitalize and preserve our historic Memorial Hall as a thriving community hub that fosters intergenerational engagement, empowers youth, supports veterans, and enriches the lives of all residents and visitors through tourism, activities, education, entertainment, and connection.



SFS Rendering from 2021 Report

This report will show the following for the rehabilitation of Memorial Hall

01 Cost of Rehabilitation is significantly less than previous projections.

02 A variety of incentives for redevelopment make investment in the Hall affordable and attainable.

03 Positive economic and quality of life benefit is derived from a revitalized Hall.

04 Public-private partnership creates a lasting collaborative environment that utilizes the passion and expertise of the community with the resources and stability of the City government.

05 Robert S Thurman Post 13 American Legion return to rightful home

Challenges

Memorial Hall, while a long faithful and well-loved member of the community, has reached a point like many of our 100+ year old downtown buildings and is in need of rehabilitation. Issues with the roof structure, foundation/wall damage related to the elevator and aged general infrastructure require addressing. Cosmetic and operational updates are needed.

Funding for these improvements and a sustainability plan to continue long term maintenance and operations of the facility are required to return this facility to use.



Solution

Public Private Parnership

The Friends of Joplin Memorial Hall propose a public-private partnership for the revitalization of the Hall. As a public building and a community asset, a shared responsibility for Memorial Hall will ensure the greatest success.

Through numerous community surveys conducted by City of Joplin consultants, it is clear that the Joplin community and its veterans wish for Memorial Hall to remain as a shared civic space and community hub. In addition, the community has shown up for council meetings and conducted planning sessions to formulate a plan to create a shared responsibility for the rehabilitation of this community asset.

Future programming for Memorial Hall should support and compliment Connect2Culture and Spiva Center for the Arts operating the Cornell Complex, creating a long envisioned synergy between the facilities. Mutual support and collaboration will prove to be the key to the success of both endeavors.

Instead of spending $3.5-5 million to demolish and replace a structure that has stood as a pillar to the sacrifice of our veterans and a hub of civic activity for over 100 years, let's envision repurposing that same investment towards creating a thriving, revenue-generating community asset that benefits all our community for generations to come. This is not just a building; this is an opportunity—a chance to preserve a historical landmark, while building a community-driven, future-focused hub for tourism, activities, workforce development, entertainment, enrichment, and economic growth.

City Council Request

To ensure success, we ask for the following:

- Council support of continued development of public-private partnership--This partnership will create a shared vision and shared responsibility for the rehabilitation and success of the facility.
- Approve 2% increase in lodging tax to be put forth to Joplin voters. This tax applies to overnight stays for Joplin visitors only and will not impact either the City's funds or residents' tax rates.
- Issue a bond for seven million dollars to go toward the rehabilitation expenses of Memorial Hall. Funding for repayment of the bond to come from a 2% increase in lodging tax.
- City Infrastructure Support – Assistance with items such as site utilities and any zoning adjustments to make the space fully operational.

For generations this building has stood as a witness to our city's evolution and growth as well as a recognition of our veterans. This is an opportunity to include it as a vital part of the future instead of a forgotten "used to be" of the past? This is more than just preservation—it's transformation. Let's provide our youth a space to learn, our seniors a place to gather, our veterans a community home, and our businesses an opportunity to thrive.

Key Elements



Community Demand #1

Need for a dedicated, central facility offering multigenerational programs, meeting space for veterans, affordable community engagement opportunities, and ability to serve as emergency hub in times of disaster.

Economic Impact #2

A revitalized Memorial Hall would generate an economic return through sales tax revenues, while also bringing the community and visitors to shop, dine and stay—versus spending millions on demolition with no return on investment.





Historical and Cultural Asset #3

Cities that protect and revitalize historical landmarks see higher civic pride, increased tourism, and greater economic sustainability. This in turn leads to higher quality of life and improves talent attraction and retention.

Public-Private Partnership #4

Instead of spending taxpayer dollars on destruction, repurposing this funding will complement current investments being done to grow the area through infrastructure improvements, beautification efforts and connectivity.

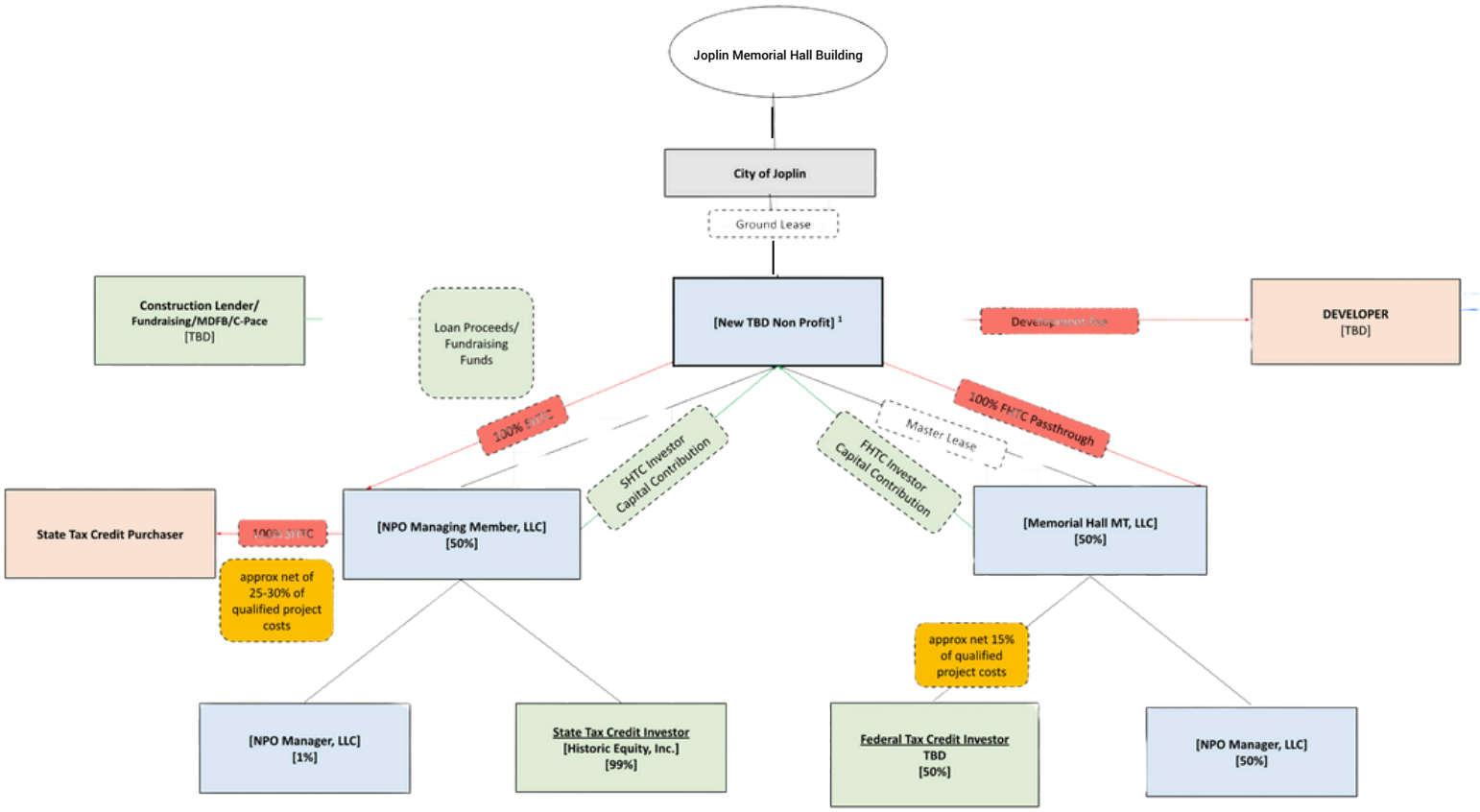


Solution

Public Private Parnership

DESCRIPTION

The recommended public-private partnership for the redevelopment of Memorial Hall is for the City of Joplin to establish a ground lease with a yet-to-be-formed Friends of Joplin Memorial Hall non-profit organization. The Friends of Joplin Memorial Hall would take control of the building itself. The diagram below shows what the organizational structure would look like in order to take advantage of Missouri Historic Tax Credits and Federal Historic Tax Credits.



BENEFITS

- By the city retaining partial a ground lease, support from the city is simplified
- Facility remains available for city purposes such as emergency disaster services
- Non-profit partnership opens up opportunity for grants and donations
- Positive return on investment over greenspace
- Cost benefits for improvements to be completed by non-profit entity

Solution

Rehabilitation Scope

Rehabilitation to include updated systems, structural repairs, modern seating and theatrical needs to return Memorial Hall to full operations on all levels of facility.

Restoration

- Structural Repairs to NE corner
- Mitigate environmental issues
- New HVAC
- New Plumbing

Facility

- Planned seated capacity approx 2200
- New seating: flexible floor and fixed mezzanine and balcony
- Dock to accomodate 53' trailers loading/unloading
- Kitchen updates
- Reconfigured backstage/dressing rooms

Access

- Exterior ramp replaced with stairs and ADA access
- New Elevator
- Expanded and Updated Restrooms
- Wheelchair access to main floor

Veterans

- New 2nd Floor Post 13 meeting space
- Memorials retained

Programming

- Improved ticket booth, lobby and concessions access
- Erect over stage fly
- New sound and light equipment
- Direct access from stage to floor

Rehabilitation Cost Estimate

Cost Opinion Summary

Project: Memorial Hall Remodel - Joplin, MO
Date: March 13, 2025

Building SF
43,600

CROSSLAND CONSTRUCTION COMPANY, INC.
Basement = 5,200 sf
Main Level = 24,700 sf
Balcony Level = 13,700 sf

Trade Package #	Trade Package Description	Current $/SF 43,600	Current SD Budget 3/13/2025
02A	Demolition	$ 10.72	$ 467,600
02B	Foundation Stabilization	$ 8.03	$ 350,000
03A	Cast In Place Concrete	$ 12.84	$ 560,000
04A	Masonry	$ 4.59	$ 200,000
05A	Structural Steel	$ 5.73	$ 250,000
05B	Misc. Metals & Railings	$ 3.67	$ 160,000
06A	Architectural Millwork	$ 2.29	$ 100,000
07A	Roofing	$ 5.55	$ 241,800
07B	Joint Sealants & Waterproofing	$ 1.15	$ 50,000
08A	Doors & Hardware	$ 1.72	$ 75,000
08C	Glass & Glazing/Storefront	$ 1.15	$ 50,000
08D	Overhead Doors	$ 0.23	$ 10,000
09A	Gypsum Assemblies	$ 24.00	$ 1,046,400
09B	Flooring & Wall Tile	$ 11.00	$ 479,600
09C	Painting & Wall Coverings	$ 4.25	$ 185,300
09F	Polished Concrete	$ 0.80	$ 34,850
10A	Specialties (Supply & Install)	$ 2.15	$ 93,740
11A	Food Service Equipment	$ 1.15	$ 50,000
11B	Theatrical Equipment	$ 11.47	$ 500,000
11D	Multiple Seating	$ 22.71	$ 990,000
14A	Elevators	$ 3.10	$ 135,000
21A	Fire Suppression	$ 6.00	$ 261,600
22A	Plumbing	$ 11.00	$ 479,600
23A	HVAC	$ 32.00	$ 1,395,200
26A	Electrical	$ 55.28	$ 2,410,000
31A	Earthwork	$ 4.59	$ 200,000
32A	Site Concrete	$ 11.47	$ 500,000
32D	Landscape & Irrigation	$ 1.72	$ 75,000
33A	Site Utilities	$ 1.15	$ 50,000
SUBTOTAL DIRECT COSTS		**$ 261.48**	**$ 11,400,690**
	Gen. Conditions	$ 11.19	$ 487,860
	Project Requirements	$ 5.66	$ 246,660
	Plan Review & Building Permit	$ 1.72	$ 75,000
1.00%	Insurance	$ 3.32	$ 144,903
0.85%	Bonding	$ 2.85	$ 124,400
6.00%	Construction Mgmt. Fee	$ 20.31	$ 885,579
TOTAL ESTIMATED CONSTRUCTION COST		**$ 306.54**	**$ 13,365,092**
7%	Architect & Engineering Fee	$ 25.12	$ 1,095,166
TOTAL ESTIMATED PROJECT COST		**$ 331.66**	**$ 14,460,258**
10.0%	Contractor Contingency	$ 26.15	$ 1,140,069
10.0%	Design/Estimating Contingency	$ 26.15	$ 1,140,069
TOTAL ESTIMATED PROJECT COST w/ CONTINGENCY		**$ 383.95**	**$ 16,740,396**

Above numbers are provided by Crossland Construction in March of 2025.

Solution

Financials

Possible Rehab Funding Scenario

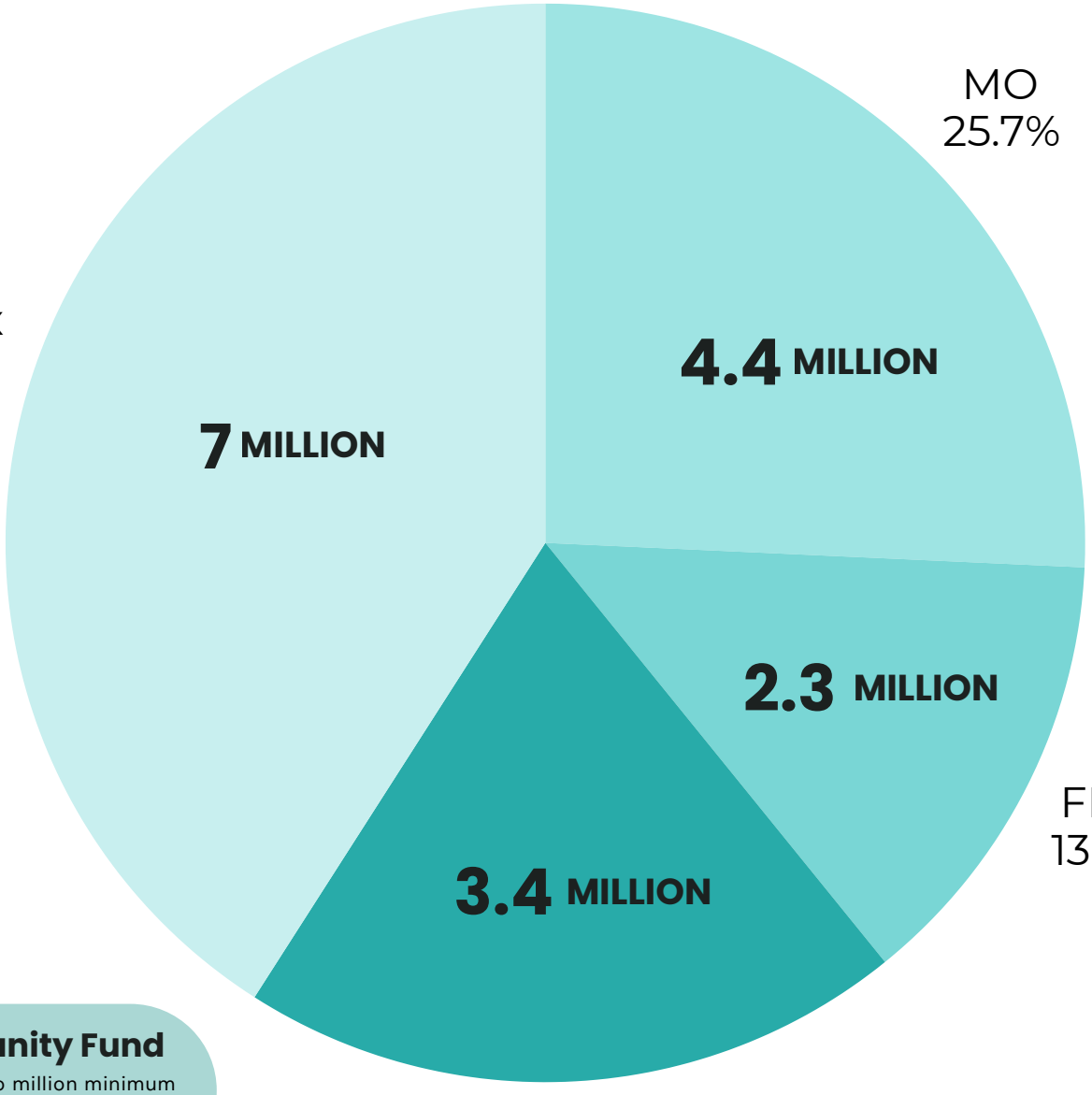
	NOTES	DETAILS	TOTAL
ANTICIPATED CONSTRUCTION COSTS		includes all soft costs plus 20% contingency	16,740,396
STATE HISTORIC TAX CREDIT	Assuming QRE of 15,000,000	35% MO Credit on QRE	4,398,000
FEDERAL HISTORIC TAX CREDIT	Assuming QRE of 15,000,000	20% Federal credit on QRE	2,298,200
NEW MARKET TAX CREDIT		15-20% of total project costs	3,400,000
PUBLIC FUNDS		Bond that will be paid off via 2% increase in lodging tax.	7,000,000
TOTAL FUNDS GENERATED			17,096,200
COMMUNITY FUNDRAISING		Two million minimum for bridge interest, start up costs and long term support	2,000,000

Solution

Financials

Possible Rehab Funding Scenario

Funding Percentages



Community Fund

Additional two million minimum for bridge interest, start up and long term support

Lodging Tax Funding

The majority of Joplin Hoteliers are in support of the submitted proposal using an increase in the lodging tax to help fund the Memorial Hall Improvements via a bond:

- The present occupational license tax shall be increased from four percent (4%) to six percent (6%)
- Funds to be used solely for the construction and maintenance of capital projects to specifically increase tourism in the city
- Composition of CVB advisory board members be a majority from hotel/motel industry, and to be protected
- This tax is paid by overnight visitors at Joplin hotels
- Memorial Hall will be the first project

Solution

Additional Rehabilitation Incentives

Incentive	Description	Benefit	Likelihood
Missouri Historic Tax Credit	State historic tax credits are equal to 35% of qualified renovation expenses.	35%	High
Federal Historic Tax Credit	Federal historic tax credits equal 20% of the qualified renovation expenses.	20%	High
New Market Tax Credit	Managed through the U.S. Department of the Treasury, New Markets Tax Credits (NMTCs) are awarded to CDEs who, in return, deploy the credits to high-impact projects including those that create quality jobs for low-income individuals and provide goods and/or services to low-income communities. The NMTCs can finance up to 20% of a project's total qualifying cost, helping fill a project's capital stack.	Up to 20%	Medium
MDFB Infrastructure Tax Credit	Missouri Development Finance Board provides financial assistance, like loans and tax credits, for public infrastructure projects that benefit local communities. These projects aim to improve local facilities, address health and safety concerns, and support economic development.	Typically $250,000-$500,000	Medium
C-Pace	Commercial property-assessed clean energy (CPACE) is a financing structure in which building owners borrow money for energy efficiency, renewable energy, or other projects and make repayments via an assessment on their property tax bill.	cost of energy efficiency infrastructure improvements	Medium
Brownfield Redmediation Grant	Provides financial incentives for the redevelopment of commercial/ industrial sites that are contaminated with hazardous substances & have been abandoned or underutilized for at least 3 years.	Up to 4 million to remediate environmental issues	Unknown cost/possible funds until Phase 1 and 2 completed
Neighborhood Assistance Tax Credit Program	The Neighborhood Assistance Program (NAP) allows Missouri taxpayers to direct how their taxes are used by donating to state approved charitable organizations. Eligible donors will receive a state tax credit equaling 50%-70% of their gift.	Up to $350,000 in 70% tax credits for donors	Medium
CDBG	From addressing local health and safety concerns to improving local facilities such as senior centers and community centers, CDBG programs are designed to support your community's wellbeing and greater capacity for growth. Grants are available in a variety of categories and can be utilized for a variety of community development initiatives.	Exterior and landscaping improvements may be eligible	Medium
Historic Preservation Fund Grant	Funds of up to $50,000 towards planning documents for rehabilitation; application has already been submitted; $50,000 matching has been committed via DJA EPP fund.	Offset costs of design documents	Awarded
National Trust for Historic Preservation	Funding of $5000 towards professional services related to the redevelopment of Memorial Hall	$5000	Awarded

Solution

Operations Projections

Annual ProForma

REVENUE			TOTAL
PROGRAMMING, RENTALS, DONATIONS, CONCESSIONS			510,000
TOTAL REVENUE			**510,000**
EXPENSES			
PROGRAMMING			36,000
OPERATING			267,889
STAFFING			203,060
TOTAL EXPENSES			**506,949**
PROFIT			3,051

Revenue Model: Sustaining Vision

- Facility Rentals/Special Events: Weddings, local business retreats, community gatherings, touring exhibits, entertainment
- Paid Programs/Memberships: Classes, wellness programs, youth mentoring, senior activities, skills classes
- Community Support: Sponsorships, naming rights, individual donations
- Entrepreneur/Business Incubation: Supporting start-ups, pop-up markets, conferences and workforce training

Solution

Timeline

Fall 2025

- MOU with City and FOJMH completed
- Meeting with public held to update on proposal
- Environmental Assessments Phase 1 completed; phase 2 begun
- New non-profit organization created
- Bill for Lodging Tax increase filed

2026

Spring

- Architectural/conceptual plans begun
- Historic tax credit application prepared

Summer

- Downtown Master Plan underway; integrate MH operations and functions based on results; Parking study as part of plan
- Fundraising activities begin
- Historic Tax Credit Application submitted

Fall

- Bill for Lodging Tax passed (August)
- HTC application approved
- New Market Tax Credit process begin
- Finalize funding mechanisms, bridge loans, etc.
- Application for Brownfield Remediation Grant submitted if applicable





2027

Spring

- Public approval of lodging tax increase (April)
- Bond for construction issues
- Construction drawings complete; contractor selected

Summer

- Construction begins
- Fundraising complete

2028

Fall

- Construction Complete
- Host a fantastic concert to welcome the community back to the revitalized MH
- File Final Report on HTC, other funding

2029

Fall

- Receive HTC proceeds
- Receive NMTC proceeds

Community Support

The following support has already been committed to the project.

- Estimated 350 volunteer hours to date with a value of $11,721
- Crossland time investment of cost summary, value of $5960
- DJA committed funds for legal and financial services up to $10,000
- SHPO HPF Grant awarded: $50,000 for design and planning services
- DJA EPP fund: providing match for the HPF grant up to $50,000
- National Trust grant of $5000 awarded for planning services

Total to date: $132,681

AMERICAN LEGION
Robert S Thurman
American Legion Post 13

Southwest Missouri Lodging Association

DOWNTOWN JOPLIN ALLIANCE

C2C
Connect2Culture

Harry M. Cornell
Arts & Entertainment Complex

JOPLIN
Area Chamber of Commerce

JOPLIN COMMONS

About
Friends of Joplin Memorial Hall



The Friends of Memorial Hall consist of a group of concerned citizens representing a cross section of community members and organizations who believe that rehabilitation of Joplin's Memorial Hall to be in the best interest of the community and the City of Joplin.

We present to Joplin City Council a proposed path for a public-private partnership that will rehabilitate the Hall into an economic driver and quality of life asset for Joplin.

Thank you for your consideration and your commitment to our community.

CONTACT

Lori Haun
417-529-3888
lori@downtownjoplin.com

Melodee Colbert Kean
417-437-8141
melocolbert@yahoo.com

Committee Member Bios



Lori Haun is the Executive Director of Downtown Joplin Alliance. This organization is focused on economic vitality for Downtown Joplin through historic preservation. As an accredited Main Street program, DJA advocates and educates and works to create a thriving downtown. In addition to her work with DJA , Lori has personally redeveloped three award winning downtown mixed use historic buildings. Lori believes that your place is what you make it and that the actions of involved citizens can truly make a difference in the community.

Melodee Colbert Kean is a dynamic leader, strategist, and community advocate with a proven track record of service and impact. With over 14 years as a Joplin MO council member and as the Joplin MO Mayor helping guide tornado recovery efforts, Melodee has demonstrated unwavering leadership in times of crisis and growth.



Beyond public service, Melodee has owned and operated MEs Place Soulfood Kitchen for over 10 yrs and has been a licensed MO Realtor since 2002. She has held influential roles across multiple sectors, serving as board president and member for organizations such as a national park, a cultural center, a credit union, the youth enrichment program, and a college business advisory board to list a few. Her commitment to economic and community development is further reflected in her service with the Downtown Joplin Alliance and the local Chamber of Commerce.

With over 20 years of experience in customer service, negotiations, and strategic relationship-building, Melodee has excelled in leadership roles, including President of National League of Cities and as Assistant Manager of a major shopping mall. Her expertise in establishing connections, fostering engagement, and driving fundraising efforts has made a lasting impact in the nonprofit sector, where she serves as a director, championing initiatives that empower communities.

As a state and federal recognized leader and inspirational speaker, Melodee is an experienced resource in governance, business advisory, and community revitalization. Her ability to navigate complex challenges, inspire action, and drive meaningful change continues to shape the organizations and individuals she serves.

Committee Member Bios



Sharon Beshore has been a citizen of Joplin for 45 years. She has served as a member of the statewide Missouri Arts Council since 2005 and served as chairman of the Missouri Arts Council since 2017. She continues to serve the State of Missouri. She brings considerable additional experience as a board member, trustee, community leader, and advocate for the arts. Her leadership helped create Connect2Culture in 2009 to lead a grassroots initiative to build a new home for the arts in Joplin, and in 2013 to develop Connect2Culture as a community arts agency. She served as Connect2Culture's president from 2009 to 2015 and as its chair since 2018. In 2019, she was elected board president of the Harry M. Cornell Arts & Entertainment Complex, the new visual and performing arts center in downtown Joplin that opened in November 2022.

She has served as a Trustee for George A. Spiva Center for the Arts since 2007 and served for nearly 20 years as a Spiva board member. She has served as a founding board member for the Joplin Rotary Sculpture Garden since 2017 and has been a board member of the statewide Mid-America Arts Alliance since 2017. She was the project manager of two community-based murals in Joplin in 2011 and 2016. She has also served on the boards of Stephens College, Thomas Jefferson Independent Day School, the Friends of the Missouri Governor's Mansion, and Missouri Citizens for the Arts.

Clifford Wert is a Joplin native and a current Webb City resident.He obtained his Business Administration degree from Missouri Southern State University in May 1975. He retired in July of 2013 as the Joplin Region President of U.S. Bank after nearly 40 years with the Bank. Past community Board service includes the Joplin Regional Prosperity Initiative, Joplin Area Chamber of Commerce, Joseph Newman Innovation Center, Joplin Capital Corporation, Victory Ministry and Sports Complex, and the MSSU Alumni Association. He served from December 2016 through May 2017 as the Voluntary Chair of the citizen-driven Vision Joplin 2022. He was part of the leadership group that successfully raised more than $19.5 million from Joplin and area individuals, businesses, organizations and foundations for the construction of the Harry M. Cornell Arts & Entertainment Complex.



Present community service includes President and CFO of Connect2Culture, Treasurer of the Cornell Complex, and Trustee and Board Vice Chair of Ozark Christian College, Joplin, Missouri. During the tornado recovery, Wert served as co-chair of the Infrastructure and Environment Sector of the Joplin Citizens Advisory Recovery Team. In 2013, he was named Joplin Area Chamber of Commerce's Citizen of the Year. In October 2023 he was recognized as a Distinguished Alumnus of Missouri Southern State University. He and his wife, Pam, who is also a 1975 Elementary Education degree graduate of MSSU and retired from the Webb City Schools after a 32-year teaching career, have two married daughters and five grandchildren.

Committee Member Bios



As the Co-Owner of Neal Group Construction and four other sister companies, Carolina's mission intertwines sustainability with restoring historic properties. She has been at the forefront of eco-sustainable development. Her award-winning companies have transformed the face of Joplin, MO, turning century-old buildings into vibrant hubs for business and community growth. She is a Costa Rican Lawyer with a Master's in Global Affairs from the Fletcher School of Law and Diplomacy at Tufts University in Boston and is proud to call Joplin her home.

Neal Group Constructions' dedication to reusing and recycling nationally registered historic properties has contributed to the economic revitalization of Route 66 and preserved its unique character. In collaboration with her team, she has successfully created spaces where new entrepreneurs can thrive and new neighbors can meet each other, all while honoring our commitment to the planet and our community heritage.

Carolina was a founding member of the Creative Learning Alliance, a local 501 (c) (3) organization dedicated to establishing a new STEAM destination in the downtown district. Her leadership facilitated the acquisition of the old Joplin Library as the permanent site for this new attraction.

Her civic leadership supports initiatives such as the Joplin Regional Commission for Homelessness, the Equity, Diversity, and Inclusion workgroup, and the BOLD Women Leadership Summit from the Joplin Area Chamber of Commerce. For over a decade, she has been a member of DJA's Economic Vitality Committee.



Jeff Neal has spent 20 years helping revitalize Joplin's Historic Downtown. He and his wife/business partner, Carolina, received the first City of Joplin Façade Grant in 2005 and have since led one of the region's most experienced historic renovation companies.
The Neal's, working as both the general contractor and developer, have demonstrated that "the greenest building is usually the one already built" (C. Elefante). Working in conjunction with talented craftsmen, they strive to give 100-year-old buildings a better next century.

Jeff is a graduate of the U.S. Air Force Academy (13-year veteran) and has a Master's Degree from the Fletcher School of Law and Diplomacy at Tufts University. He uses his extensive knowledge of how government works to his clients' advantage, garnering over $19 million in State Historic Tax Credits, over $14 million in Federal Tax Credits, over $2 million in Brownfield Environmental Tax Credits, and $500,000 in Community Development Block Grant funds.

As an active speaker and a past-president of the Downtown Joplin Alliance, Jeff promotes economic revitalization through historic preservation. He encourages audiences to assemble the right mix of Historic Tax Credits, property tax abatement, and other government programs combined with private investment to bring downtowns back to life. His and Carolina's work has won many awards. Most recently, their work on the Pennington Drug Company Building was recognized by awards from both Missouri Preservation and Historic Revitalization for Missouri.

Committee Member Bios



Luke Gibson is a Commercial Real Estate Broker with Glenn Gibson Commercial Real Estate, bringing over 10 years of experience in the industry. He currently serves as Board President for the Downtown Joplin Alliance and actively contributes through the Organization Committee and the Endangered Properties Program, and currently serves as Outgoing Chair for the Joplin Area Chamber of Commerce Young Professionals Network, being named the 2022 Young Professional of the Year. Luke is deeply invested in the preservation of Joplin's history as well as its growth into the future, and is proud to call Joplin his home.



Todd Patterson is the CEO of Patterson Collaborative based in Joplin and the President of Public Progress based in Kansas City. Patterson Collaborative spearheads neighborhood redevelopment by restoring and renovating both residential and commercial structures. Established in 2020, Patterson Collaborative has successfully completed 26 projects in ten distinct Joplin neighborhoods. Public Progress builds government relations programs and spearheads ballot initiatives for organizations that are committed to generating new revenue for our nation's cities and towns. In the last 17 years, Public Progress has spearheaded efforts across the country that have generated a combined $2.7 billion in new local revenue. Prior to founding Public Progress, Patterson served in various capacities on Capitol Hill.

He worked closely with the Obama Administration in developing and securing resources for the Office of Adolescent Health. Earlier, he served as Chief of Staff for Congressman Russ Carnahan and special assistant to Chairman Dale Bumpers of Arkansas on the U.S. Senate Committee on Small Business. In Missouri, he was part of the Carnahan Administration team where he served as a consultant for several political action committees. As a student at Brown University, Todd Patterson concluded his academic tenure as a research assistant at the Brookings Institution in Washington, D.C., in compiling The New Urban Reality, a book that delves into the evolving relationships between technology, labor, and race. He is a native of Joplin and currently resides in the East Town neighborhood with his dog Sarge.



Robert Harrington - a retired Director of Facilities, brings 50 years of construction and maintenance management experience to the Board, having set up and managed the maintenance departments in multiple hospitals, universities and hotels. Experience includes the management responsibility for $150M in construction at Missouri Southern State University and $180M at St. Johns Regional Medical Center, in Joplin.

He is actively involved in the Joplin community, serving in various leadership roles, including on the City Council and as a member and President of local organizations and boards.

Bob is also a 20-year member of the American Legion, where he has served as Post Commander of Joplin Post 13 for the past four years. Post 13 was instrumental in raising the funds to originally build Memorial Hall in 1923 and Memorial Hall has been the Post's home for the past 100+ years.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, is made and entered into this _____ day of _____, 2025, by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City"), and Friends of Memorial Hall, (hereinafter referred to as "Friends"), with the City and Friends being referred to collectively as the "parties".

W I T N E S S E T H :

WHEREAS, City owns certain real estate in fee simple commonly known as Memorial Hall, (hereinafter referred to as "the Property").

WHEREAS, Friends has submitted a proposal to acquire Memorial Hall and redevelop the building, subject to several conditions and contingencies as provided herein.

WHEREAS, the parties desires to adopt this Memorandum of Understanding and Agreement (MOU) to outline their respective responsibilities and conditions that have to be met in order for Memorial Hall to be conveyed to Friends and to be fully redeveloped.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Friends of Memorial Hall will form a not-for-profit corporation and this MOU will be assigned to that corporation at a future date. Friends of Joplin Memorial Hall, shall have one board seat designated for City representative.

2. City, Friends and the local hotel industry will work with the Missouri State legislators to pass legislation at the state level that increases the lodging tax that the City of Joplin may levy from four percent (4%) to six percent (6%).

3. If this enabling legislation is passed, the City will hold a local election so that the citizens will vote on increasing the lodging tax from four percent (4%) to six percent (6%).

4. The increase to the lodging tax by the City is conditioned on the following:

(a) that the City Council realign the board seats on the Convention and Visitor's Bureau Board of Directors so that a simple majority of seats is held by members of the hotel/motel industry. This restructuring aligns with the original intent of the CVB Board with the hoteliers have a majority voice on the Board since the tax is collected directly from their customers. It is the desire of all of the parties to this Agreement that this majority of seats on the Board for the hoteliers stay in place in perpetuity; and

(b) that the two percent (2%) additional tax revenue, if the tax is passed by local voters, only be used for new capital projects to generate tourism in the City. Tax revenue may be used for

maintenance of those new capital projects as the City Council may determine. The capital projects shall be funded one at a time, with the first project being Memorial Hall.

5. Friends has submitted a detailed proposal and budget for the renovation of Memorial Hall, a copy of which is attached hereto as Exhibit 1. The proposal has an overall budget for renovations of approximately $16,740,396.00. Friends plans to apply for State Historic Tax Credits in the following estimated amounts: ($4,398,000.00), Federal Historic Tax Credits ($2,298,200.00) and New Market Tax Credits ($3,400,000.00). In addition, Friends will undertake a community fundraising campaign to raise $2,000,000.00, to be completed by October 1, 2027. Upon successful fundraising, Friends of Joplin Memorial Hall will provide a financial statement certifying the completion of the $2M capital campaign, including pledge agreements, and only after the successful capital campaign will the City issue bonds. Friends is requesting city funds in the amount of $7,000,000.00. The City Funds would come solely from revenue the revenue bonds that are issued and repaid solely from the revenue from the increase in the lodging tax as set forth above. This MOU is conditioned on the 2% lodging tax increase being law and the Joplin voters approving the tax increase. Friends would be responsible for any other funds required to complete the renovations.

6. The City will retain ownership of the land that Memorial Hall is built on and will lease the Memorial Hall building to Friends under a long-term lease for $1.00/year, or some similar arrangement so that Friends is able to apply for and obtain state and federal historic tax credits. In the event that Friends ever ceases operating Memorial Hall in the future, ownership of the building and all improvements would revert back to the City. Friends will obtain no rights to sell or lease the property to any third party in the future and any such sale or lease shall void Friends leasehold rights in the building and ownership of the building and/or leasehold in the building shall immediately revert back to City. Any deed or lease shall be recorded and shall contain reversionary language consistent with these terms and conditions.

8. After Memorial Hall is renovated, Friends will be responsible for the operation and maintenance of Memorial Hall.

9. Memorial Hall would be available for use by the City in emergency or disaster situations.

10. The American Legion would have dedicated space on the second floor of Memorial Hall and the right to use the facility as it has historically. All war memorials stay on site and will be preserved during the renovation.

11. This MOU is conditioned on Connect2Culture declining its first right of refusal to purchase Memorial Hall within sixty (60) days from the date this MOU is executed by the parties, it being understood that if this Friends of Memorial Hall project does not succeed, then their right of first refusal would be reinstated.

12. Friends of Joplin Memorial Hall agree to maintain the same existing character and function of the building through renovation and preserve seating for approximately 2,200 seats and its use as a multi-use auditorium with stage. Friends shall consult with the City and the City shall

give written approval to all redevelopment and renovation plans for Memorial Hall.

13. 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.

14. Assignment. This Agreement shall not be assigned by Friends to any entity without the prior written consent of the City.

15. 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.

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

17. 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.

18. 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.

19. Effective Date. This Memorandum shall be effective upon the approval of the City Council. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the not-for-profit corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"**CITY**"

FRIENDS OF MEMORIAL HALL

By: _____

Robert L. Harrington

ATTEST:

_____
Secretary

"**FRIENDS**'

COUNCIL BILL NO. 2025-017 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, a not-for-profit corporation, for the purpose of renovating Memorial Hall.

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

Section 1. That the Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," or copy in similar form to that, 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 Memorandum of Understanding and Agreement (MOU) by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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