JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 4, 2026
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Officer

6. **Citizen Requests And Petitions**

   1. Maurice Filson

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2026-266

      AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) property as described below and generally known as 730 N Schifferdecker Ave, Jasper County, Missouri.

      Documents:

      266SUMMARY.PDF
      266REPORT.PDF

266REPORT.PDF
266MINUTES.PDF
266APP.PDF
266MAP.PDF
CB2026-266.PDF

3. RESOLUTION NO. 2026-008

A RESOLUTION granting a Special Use Permit (1st Request) for a Duplex, located at 1721 S Joplin Ave, City of Joplin, Jasper County, Missouri.

Documents:

RS2026-008SUMMARY.PDF
015-26REPORT.PDF
RS2026-008MINUTES.PDF
SUP APPLICATION.PDF
RS2026-008MAP.PDF
RS2026-008.PDF

4. COUNCIL BILL NO. 2026-268

AN ORDINANCE providing to vacate right-of-way for property known as Old McIntosh Cir., lying near property described as 3201 McIntosh Cir., City of Joplin, Newton County, Missouri.

Documents:

268SUMMARY.PDF
268REPORT.PDF
268MINUTES.PDF
268APP.PDF
268MAP.PDF
268NEW DEDICATION.PDF
CB2026-268.PDF

8. Consent Agenda

1. Minutes Of The April 20, 2026, Joplin City Council Meeting

Documents:

APRIL 20, 2026 MINUTES.PDF

2. COUNCIL BILL NO. 2026-113

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

Documents:

CB2026-113.PDF

3. COUNCIL BILL NO. 2026-119

AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

Documents:

CB2026-119.PDF

4. COUNCIL BILL NO. 2026-123

AN ORDINANCE approving the City of Joplin to enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty- Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this ordinance shall become effective.

Documents:

CB2026-123.PDF

9. Resolutions

1. RESOLUTION NO. 2026-007

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2026; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RESOLUTION 2026-007 SUMMARY.PDF
FY2026 ACTION PLAN QUICK GLANCE.PDF
2026 ACTION PLAN DRAFT.PDF
PUBLIC PARTICIPATION ATTACHMENTS.PDF
RESOLUTION 2026-07.PDF

2. RESOLUTION NO. 2026-009

A RESOLUTION recognizing Lynn Onstot upon her retirement from active service as Public Information Officer in the Marketing & Communications Department of the City of Joplin, Missouri.

Documents:

PROCLAMATION FOR LYNN ONSTOT RETIREMENT.PDF

10. Ordinances - Expedited

1. COUNCIL BILL NO. 2026-350

AN ORDINANCE approving the contract by and between the City of Joplin and Prime Contracting Inc. for the demolition of the structure(s) and clearing of a lot located at 403 W. 19th Street; providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an expedited clause.

Documents:

SUMMARY (GREEN) 403 W. 19TH STREET.PDF
APRIL BID PK 2 -PRIME CONTRACTING INC..PDF
CB 403 W 19TH .PDF
CB 2026 350 403 W 19TH STREET.PDF

2. COUNCIL BILL NO. 2026-351

AN ORDINANCE approving the contract by and between the City of Joplin and Courtney Construction for the demolition of the structure(s) and clearing of a lot located at 202 N. Florida Ave; providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an expedited clause.

Documents:

SUMMARY (GREEN) 202 N FLORIDA AVE.PDF
APRIL BIDS PK 3 COURNEY CONSTRUCTION.PDF
202 FLORIDA CB PHOTOS.PDF
CB 2026 351 202 N. FLORIDA AVE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2026-006

AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 114 - Traffic, Article III - Operation of Vehicles; Division 1. - Generally; Section 114-171 - Driving while intoxicated; driving with unlawful blood alcohol content, and repealing Section 114-172 - Driving while under the influence of drugs; and establishing a time for such ordinance to become effective.

Documents:

CB2026 - DWI SUMMARY SHEET.PDF
CB 2026 PROPOSED DWI REPEAL AND REPLACEMENT.PDF

2. COUNCIL BILL NO. 2026-510

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf

Course, of Article I, In General, 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, 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.

Documents:

CB 2026-510 SUMMARY CHAPTER 86 PARKS CODE FEE CHANGES.PDF
CB 2026-510 CHAPTER 86 PARKS FEE CHANGES.PDF

3. COUNCIL BILL NO. 2026-609

AN ORDINANCE approving the applications of Tuff Bull Productions and Bright Futures/Safe and Sound Schools for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

SUMMARY CB2026-609 CVB FY26 GRANT FUNDING.PDF
ORDINANCE CB2026-609 CVB FY26 GRANT FUNDING.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

Notice posted at 12 p.m. on this the 30th day of April, 2026. (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM:
2026-266 – Rezoning

MEETING DATE:
May 4, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 014-26: 730 N Schifferdecker Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) to District C-3 (Commercial) – Dexter and Andrea Snyder

BACKGROUND:

The property owner is planning to add an additional storage building to their property. Most of the property is currently zoned M-2. Currently, their use is legally non-conforming. Any use that is expanded beyond existing structures loses its legally non-conforming status, under the terms of Article 1 in the Joplin Development Code. The request will also permit the use by right. Service uses over 5,000 square feet but less than 20,000 square feet are permitted in C-2, C-3, and M-1 Districts. They are not permitted in C-1 outside of a special use permit and are not permitted within the M-2 District. The existing facility is about 4,500 square feet, and the proposed building would put the total scope of the use over 5,000 square feet. The only use along North Schifferdecker that is a Heavy Industrial use is Cottrill's Towing. The rest of the uses along this corridor are primarily a mix of service, retail, and offices, minus one single-family home south of the subject property. Based on the surrounding pattern of development, and the existing ROW infrastructure, the highest and best use of the property is C-3 (Commercial).
The character of the neighborhood includes a mix of commercial uses and single-family residences. Along North Schiffedecker Ave, there are several existing legally non-conforming commercial uses, including a dog grooming center (service use), a sports good store (retail), and an auto service business (permitted in Commercial and Light Industrial). There are numerous legally non-conforming commercial businesses along this corridor.

The Intent of the C-3 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development." The subject property sits at an arterial intersection, and on the N Schifferdecker corridor with several other legally non-conforming commercial businesses.

The 2012 City of Joplin Comprehensive Plan designates this property as a future Industrial. The future land use category is inconsistent with the pattern of development present along this corridor.

The 2012 City of Joplin Comprehensive Plan designates S Schifferdecker (south of 20th) as a multi-use retail development zone. The M-2 District is best suited for properties that are not closely integrated with residential and commercial activity. The subject property is directly adjacent to a single-family home on the south side and separated by unimproved ROW but still adjacent to another single-family residence to the west.

With frontage on two arterial streets with frequent traffic, and the surrounding pattern of development being primarily commercial along North Schifferdecker, the highest and best use for the subject property is C-3 (Commercial).

The zoning change will not negatively impact surrounding property. The requested zoning district is less intensive than the existing and will permit less intensive uses that are incompatible with the surrounding existing uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Andrea Snyder, 730 N Schifferdeker Ave, explained that she is wanting to open a spa and boutique and needs the zoning changed from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) to District C-3 (Commercial).

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:

Staff recommends approving Council Bill 2026-266

Planning & Zoning Commission recommends approving Case 014-26 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 014-26 A request to rezone from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) to District C-3 (Commercial)

LOCATION 730 N Schifferdecker Ave

APPLICANT Dexter and Andrea Snyder

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 and M-2	Salon – Service General	Approximately 26,000 square feet

SITE CONTEXT

	North	East	South	West
Existing Zoning	Jasper County	M-2 PD	R-1	R-1
Land Use	Church – Public/Civic	Auto Service	Single-Family Home	Single-Family Home

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Schifferdecker Ave	MODOT Arterial	60′
W Belle Center Rd	MODOT Arterial	60′

UTILITIES

City Sewer is located south of F St. This property is currently served by a septic system.

FLOOD PLAIN

The property is not located within the flood plain.

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood includes a mix of commercial uses and single-family residences. Along North Schiffedecker Ave, there are several existing legally non-conforming commercial uses, including a dog grooming center (service use), a sports good store (retail), and an auto service business (permitted in Commercial and Light Industrial). There are numerous legally non-conforming commercial businesses along this corridor.

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

The Intent of the C-3 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development." The subject property sits at an arterial intersection, and on the N Schifferdecker corridor with several other legally non-conforming commercial businesses.

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The 2012 City of Joplin Comprehensive Plan designates this property as a future Industrial. The future land use category is inconsistent with the pattern of development present along this corridor. The 2012 City of Joplin Comprehensive Plan designates S Schifferdecker (south of 20th) as a multi-use retail development zone. The M-2 District is best suited for properties that are not closely integrated with residential and commercial activity. The subject property is directly adjacent to a single-family home on the south side and separated by unimproved ROW but still adjacent to another single-family residence to the west.

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

With frontage on two arterial streets with frequent traffic, and the surrounding pattern of development being primarily commercial along North Schifferdecker, the highest and best use for the subject property is C-3 (Commercial).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will not negatively impact surrounding property. The requested zoning district is less intensive than the existing and will permit less intensive uses that are incompatible with the surrounding existing uses.

DISCUSSION

The property owner is planning to add an additional storage building to their property. Most of the property is currently zoned M-2. Currently, their use is legally non-conforming. Any use that is expanded beyond existing structures loses its legally non-conforming status, under the terms of Article 1 in the Joplin Development Code. The request will also permit the use by right. Service uses over 5,000 square feet but less than 20,000 square feet are permitted in C-2, C-3, and M-1 Districts. They are not permitted in C-1 outside of a special use permit and are not permitted within the M-2 District. The existing facility is about 4,500 square feet, and the proposed building would put the total scope of the use over 5,000 square feet. The only use along North Schifferdecker that is a Heavy Industrial use is Cottrill's Towing. The rest of the uses along this corridor are primarily a mix of service, retail, and offices, minus one single-family home south of the subject property. Based on the surrounding pattern of development, and the existing ROW infrastructure, the highest and best use of the property is C-3 (Commercial).

Staff recommends approval of Case 014-26.

ENCLOSURES

- Map of property
- Application

CASE 014-26 730 N SCHIFFERDECKER AVE - REZONING

Andrea Snyder, 730 N Schifferdeker Ave, explained that she is wanting to open a spa and boutique and needs the zoning changed from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) to District C-3 (Commercial).

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

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

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

MR. SPRUCE MADE A MOTION TO APPROVE CASE 014-26. THIS MOTION WAS SECONDED BY MS. PHILLIPS, MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 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.: 014-26
Filing Fee: $625.00
Received: 3/5/26
Date Advertised:
Proj. No.: 26-020
Public Hearing Date: 4/13/26

Applicant: Dexter & Andrea Snyder Phone No.: 816-210-3468
Address: 730 N Schifferdecker Ave Joplin Email: Andreasnyder2@yahoo.com
Owner: Dexter & Andrea Snyder Phone No.: 816-210-3468
Address: 105 S Windwood Dr Carl Junction, MO 64834 Email: andreasnyder2@yahoo.com
Location of Property: 730 N Schifferdecker Ave Joplin, MO 64801
Present Use of Property: MedSpa / Boutique
Proposed Use of Property: MedSpa / Boutique
Current Zoning: Heavy Industrial M-2 Requested Zoning: Commercial C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Church	County
South	Residential, Single Family	R-1
East	Auto Service	M-2 PD
West	Single-Family Residential	R-1

Character of the Neighborhood: Commercial Businesses along N Schiff, with some light Industrial (Tow Yard) & single family residences. This corridor includes a dog grooming facility, sports goods retail etc (commercial)

Relationship to Existing Zoning Pattern:

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

If yes, explain: existing use is service (+/- 5k sf) The owner wants to add onto existing building, which will lose the legally non-conforming use status

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☐	☒	Consistent with Future Land Use Map? → consistent/compatible w/ surrounding uses/development patterns

Traffic Conditions:

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

Street(s) with Access to Property: N Schiff & Belle Center Rd

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: 60'

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:

Adding storage building for inventory

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

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

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

Signature: _____ **Date:** 03-05-24

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number:	2406032	**CB Title Inc.**
Print Date & Time:	7/1/2024 2:54 PM	**2300 East 7th Street**
Escrow Officer:	Jen Ervin	**Joplin, MO 64801**
Settlement Location:	2300 East 7th Street Joplin, MO 64801	

Property Address:	730 N Schifferdecker Ave. Joplin, Missouri 64801
	Joplin Misc., Jasper County, Missouri
	35-17031-0, 19-3.0-05-012-001-001.000
	ALL THAT PART OF PARCEL SEVENTEEN (P-17) OF MISCELLANEOUS TRACT ONE (M-1) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, JAPSER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 290 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 5, THENCE SOUTH 156 FEET, THENCE EAST TO THE WEST LINE OF PUBLIC HIGHWAY RIGHT-OF-WAY, THENCE NORTHWESTERLY ALONG THE WEST LINE AND SOUTH LINE OF THE PUBLIC HIGHWAY TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.
Buyer:	Dexter Snyder, MO Andrea Snyder, MO
Seller:	Twyla Johnson, MO
Lender:	

Settlement Date:	7/02/2024
Disbursement Date:	7/02/2024
Additional dates per state requirements:	7/02/2024

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	$368,500.00	
Prorations/Adjustments		
County Taxes 1/1/2024 to 7/2/2024		$891.61
Earnest Money Deposit from Dexter Snyder		$1,000.00
Repair Credit		$3,750.00
Title Charges & Escrow/Settlement Charges		
Title - Owner's Policy (optional) $368,500.00 Premium - $344.80 to CB Title Inc.	$344.80	
E-Record fee to CB Title, Inc. Recording Acct.	$4.00	
Title - Closing Fee to CB Title Inc.	$200.00	
Title - Closing Protection Letter Fee to Westcor Land Title Insurance Company	$25.00	
Title Service Fee to CB Title Inc.	$1,024.20	
Wire Fee to CB Title Inc.	$25.00	

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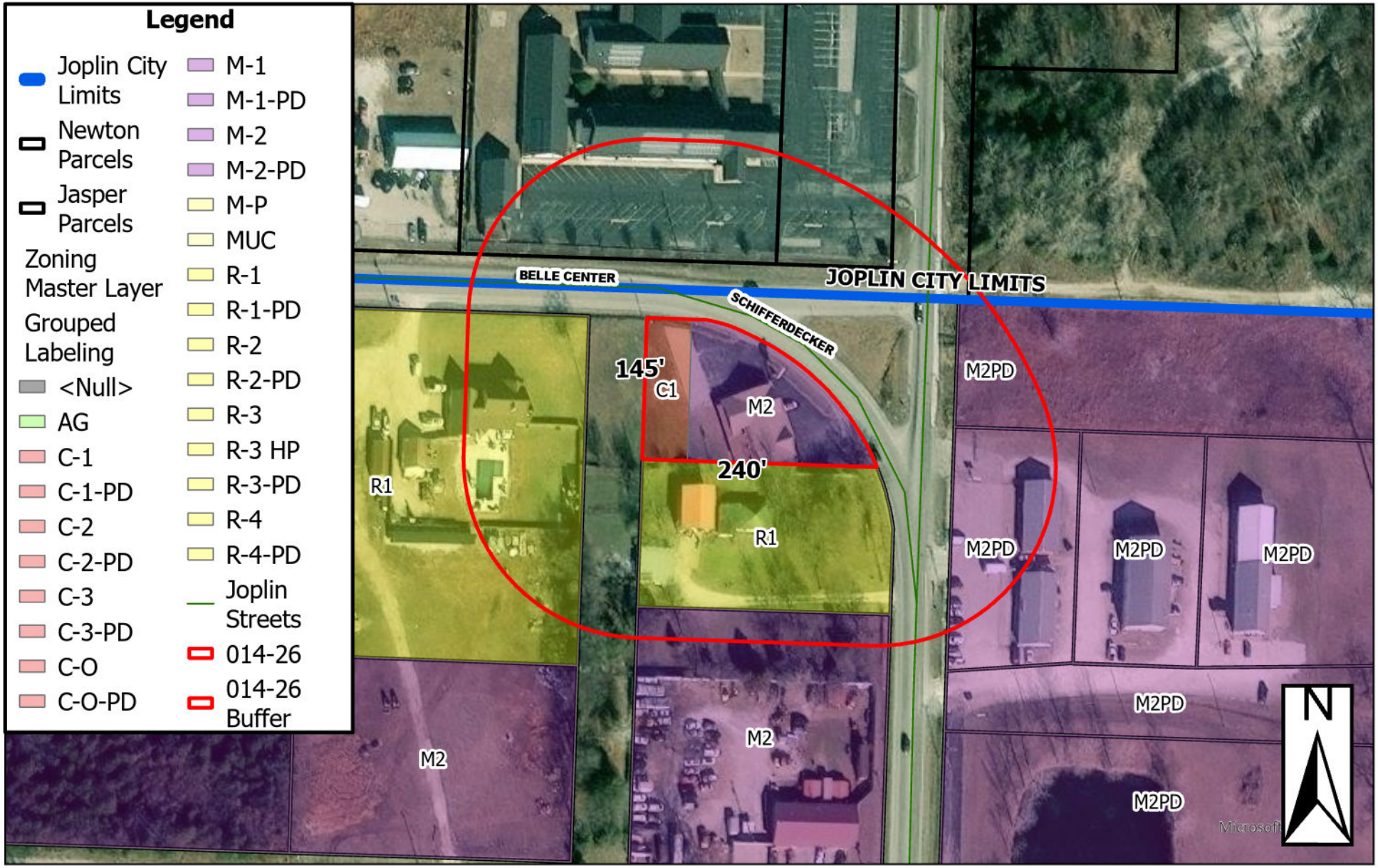
Case 014-26: Rezoning



730 N Schifferdecker Ave - Rezoning - A request to rezone from District M-2 (Heavy Industrial) and C-1 (Neighborhood Commercial) to District C-3 (Commercial) Dexter and Andrea Snyder

0 50 100 200 300 400 Feet

P & Z Case 014-26
Dexter and Andrea Snyder
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) property as described below and generally known as 730 N Schifferdecker Ave, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from District M-2 (Heavy Industrial) and District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial).

ALL THAT PART OF PARCEL SEVENTEEN (P-17) OF MISCELLANEOUS TRACT ONE (M-1) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 290 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 5, THENCE SOUTH 156 FEET, THENCE EAST TO THE WEST LINE OF PUBLIC HIGHWAY RIGHT-OF-WAY, THENCE NORTHWESTERLY ALONG THE WEST LINE AND SOUTH LINE OF THE PUBLIC HIGHWAY TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

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

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

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

_____
Rob O'Brian, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-008 – Special Use Permit

MEETING DATE:
May 4, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 015-26: 1721 S Joplin Ave - Special Use Permit – A request for a Special Use Permit for a duplex within a C-2 (Commercial Business) District (1st Request) – Michael Fleshman

BACKGROUND:

The existing building is vacant. The applicant is requesting to remodel the structure for a duplex. Duplexes are permitted through request for special use permit under the terms of Article 4 of Appendix 29, A (Joplin Development Code) of the Joplin Municipal Code. The request will provide parking for the residents. The C-2 District is intended for mixed uses in a walkable setting.

The application is located in the appropriate zoning district to apply for this special use, according to the Land Use Table of the Joplin Development Code. The C-2 district is intended for a broad mix of commercial and residential uses in a walkable setting. "The C-2 district provides a broad range of retail, entertainment and civic uses, and supporting accessory office, service, and residential uses, in a compact, walkable, and high-intensity urban format. This district preserves the downtown area as the civic, social and business center of Joplin with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale uses that contribute to a vibrant street life."

The proposed use will not be detrimental to public health, safety and welfare. The existing structure will be modified to meet all applicable building and fire codes.

Off-street parking is not required in the C-2 District. However, the standard parking requirement is

four spaces for a duplex. The proposed building modifications will include two parking spaces, along with access/ingress/egress easements recorded on the parking lot to the South, granting the subject property access for additional parking (two spaces).

PLANNING & ZONING COMMISSION TESTIMONY:

Michael Fleshman represented the case. The Commission asked about parking. Mr. Bellairs and Mr. Fleshman responded that there is a parking agreement with the south lot that exists in perpetuity. The Commission asked why a special use permit is needed, and why it is permanent. Mr. Bellairs, indicated that the precedent set in the past is for commercial development, due to the development costs, that the city allows a permanent special use permit. The two-year renewal was established for residences operating a commercial business out of their home. Mr. Bellairs stated that when the city went to a form-based code one of the special uses for housing types might not meet the character for this district, which is C-2 commercial urban zoning district, and usually has apartments upstairs above a commercial use. A special use option is available to conform to this design of the district. The owner will not be changing any characteristics to the building. The reason for this special use permit is because the C-2 districts do not normally have duplexes as the primary use. It is allowed through special use due to the unique situation.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:

Planning & Zoning Commission recommends approving Case 015-26 (6 in Favor, 1 Opposed, 0 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: April 13, 2026
City Council Meeting: May 4, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 015-26 A request for a Special Use Permit for a duplex within a C-2 (Central Business) District

LOCATION 1721 S Joplin Ave, Joplin, MO 64801

APPLICANT Michael Fleshman

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-2 (Central Business)	Vacant Building	Approximately 6,000 square feet

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	C-2/M-2	M-2	R-3
Land Use	Warehouse	Retail/Vacant Commercial Tenant Space/Office	Parking Lot/Service/Retail	Single-Family Homes

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Joplin Ave	Arterial	60′

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use, according to the Land Use Table of the Joplin Development Code. The C-2 district is intended for a broad mix of commercial and residential uses in a walkable setting. "The C-2 district provides a broad range of retail, entertainment and civic uses, and supporting accessory office, service, and residential uses, in a compact, walkable, and high-intensity urban format. This district preserves the downtown area as the civic, social and business center of Joplin with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale uses that contribute to a vibrant street life."

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The proposed use will not be detrimental to public health, safety and welfare. The existing structure will be modified to meet all applicable building and fire codes.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

Yes, the proposed use is found to be generally compatible with the neighborhood in which it is proposed. The structure is existing and will be rehabilitated to include two living units. The façade will be constructed to be compliant with the permitted building materials in Article 5 of the Joplin Development Code.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

Yes, the proposed structure will be in compliance with the height standards of the C-2 District. The existing structure is less than 35 feet, which is the maximum height for a duplex.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Off-street parking is not required in the C-2 District. However, the standard parking requirement

is four spaces for a duplex. The proposed building modifications will include two parking spaces, along with access/ingress/egress easements recorded on the parking lot to the South, granting the subject property access for additional parking (two spaces).

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

There is no proposed impervious area being added to the site. No drainage or utility improvements will be necessary.

DISCUSSION

The existing building is vacant. The applicant is requesting to remodel the structure for a duplex. Duplexes are permitted through request for special use permit under the terms of Article 4 of Appendix 29, A (Joplin Development Code) of the Joplin Municipal Code. The request will provide parking for the residents. The C-2 District is intended for mixed uses in a walkable setting.

CONDITIONS

1. This Special Use Permit is issued to Michael Fleshman for the operation of a Duplex use at 1721 S Joplin Ave.
2. The permit shall be permanent.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
6. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map

CASE 015-26 1721 S JOPLIN AVE – SPECIAL USE PERMIT

Michael Fleshman, 1721 S Joplin Ave, spoke as to how the property is a vacant warehouse and is wanting to turn it into a duplex.

Mr. Kimble asked Mr. Bellairs, if the applicant must apply for a special use permit every two years.

Mr. Bellairs, indicated that that the precedent set in the past is for commercial development, due to the development costs, the city allows a permanent special use permit. The two-year renewal was established for residences operating a commercial business out of their home.

Ms. Phillips asked why a special use permit is needed.

Mr. Bellairs stated that when the city went to a form based code one of the special uses for housing types might not meet the character for this district, which is C-2 commercial urban zoning district, and usually have apartments upstairs above a commercial use. A special use option is available to conform to this design of the district. The owner will not be changing any characteristics to the building. The reason for this special use permit is because the C-2 districts do not normally have duplexes as the primary use. It is allowed through special use due to the unique situation.

Ms. Harrington asked about the parking.

Mr. Fleshman stated that the parking lot is split between this structure and the business along the front. An agreement has been made for the parking lot to remain.

Mr. Bellairs mentioned that the agreement was included in the Planning and Zoning Commission packet for this meeting.

Ms. Harrington asked if the renters will be long-term or short-term like AirBnB.

Mr. Fleshman responded that the duplex will be rented to long-term tenants.

Ms. Phillips asked what happens to the parking arrangement if the other building were to be sold.

Mr. Bellairs stated that it was recorded that the parking easement was in perpetuity.

Ms. Warren expressed her concern of the closeness of the structures in case of a fire.

Mr. Bellairs explained that the changes to the duplex structure will have to meet building and fire codes with respect to fire separation between units. Building

codes also address structures that sit on the lot lines. The building and fire review will ensure that it meets all applicable codes.

Ms. Harrington asked if the building is going to be sprinkled.

Mr. Fleshman indicated that the duplex will be one-hour fire rated.

Mr. Bellairs said that usually for a duplex sprinklers aren't required, just the fire separation.

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

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

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

MS. HARRINGTON MADE A MOTION TO APPROVE CASE 015-26. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL, MOTION PASSED. (6 IN FAVOR, 1 IN OPPOSITION, 0 ABSENT).

Special Use Permit 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.: 015-26
Filing Fee: $625.00
Received: 2/9/26
Date Advertised:
Proj. No.: 26-021
Public Hearing Date:

Applicant: Michael Fleshman Phone No.: 417-622-7531

Address: 10314 Lawrence 2160 Mt Vernon MO 65712 Email: nexusproperties bk@gmail.com

Owner: Michael Fleshman Phone No.: 417-622-7531

Address: 10314 Lawrence 2160 Mt Vernon MO 65712 Email: nexusproperties bk@gmail.com

Location of Property: 1721 S Joplin Ave Joplin, MO

Present Use of Property: Vacant

Proposed Use of Property: Two-Family Residential

Current Zoning: C-2 Acreage:

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	M-2	Vacant
South	M-2	Parking Lot
East	C-2	Retail/Office Space
West	R-3	Single-Fam Home

Character of the Neighborhood: Downtown Commercial (Walkable)

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☑	☐	Is deemed necessary for the public convenience at that location.
☑	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☑	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☑	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☑	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☑	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☐	☐	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time? Permanent

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: This is residential living space

Days of Operation: This is residential living space

Number of Off-street Parking Spaces: 4 (1 car garage for each unit)

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): Ø

Number of Employees and/or Assistants: Ø

Nature of Business: Residential living space/not a business

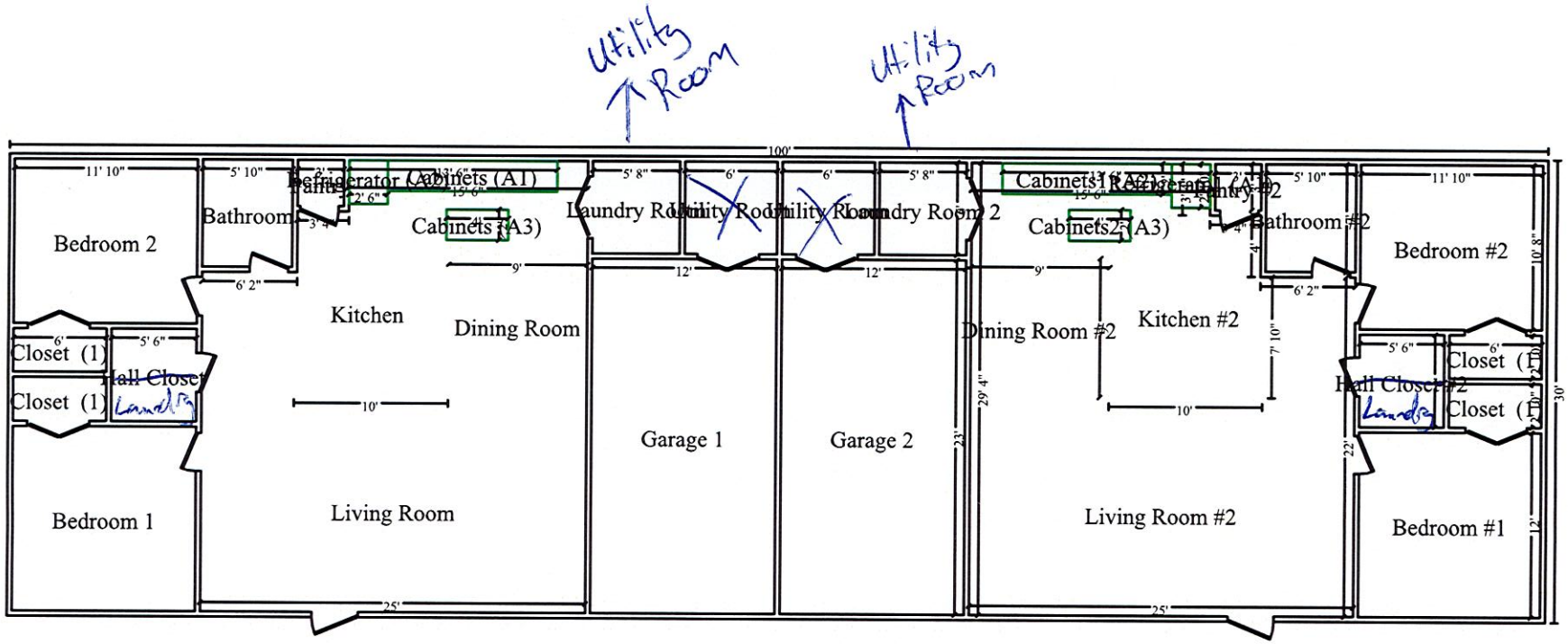
Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	Legal description of the property from a deed or certified survey. Must be legible.
☑	☐	Additional sheet explaining how the above criteria are met.
☑	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☑	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

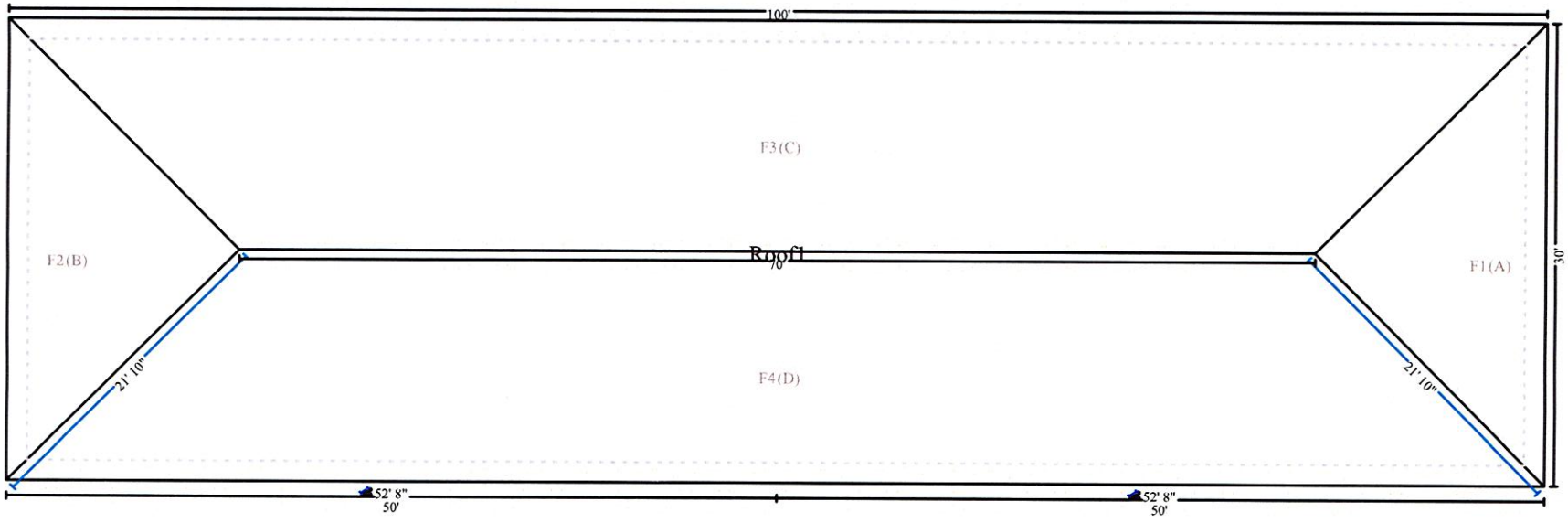
Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

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

Signature: _____ **Date:** 3-6-26


Utility Room
Utility Room
100'
11' 10"
5' 10"
5' 8"
6'
6'
5' 8"
Bedroom 2
Bathroom
Refrigerator (A1)
Cabinets (A1)
Cabinets 1 (A3)
Laundry Room
Utility Room
Utility Room
Laundry Room 2
Cabinets 1 (A1)
Refrigerator (A1)
Cabinets 2 (A3)
Bathroom #2
Bedroom #2
9'
12'
12'
9'
6' 2"
6' 2"
Kitchen
Dining Room
Dining Room #2
Kitchen #2
7' 10"
6'
5' 6"
Closet (1)
Hall Closet
Closet (1)
Laundry
Hall Closet #2
Closet (1)
Closet (1)
Laundry
10'
10'
29' 4"
23'
22'
30'
Garage 1
Garage 2
Bedroom 1
Living Room
Living Room #2
Bedroom #1
25'
25'
12'
N

Interior



N

Roof





existing

JOINT DRIVEWAY AND ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 10th of February, 2026, by **Ahmedairbnb, LLC,** a **Missouri Limited Liability Company (Ahmed)** and **Stokes Property, LLC,** a **Missouri Limited Liability Company (Stokes).**

WITNESSETH:

WHEREAS, Ahmed is the owner of the real property described in Exhibit A attached hereto and made a part hereof **("Ahmed Property")** and

(Grantee's mailing address is 1721 South Joplin Avenue, Joplin, MO 64804)

EASEMENTS AND LICENSES

WHEREAS, Stokes is the owner of the real property described in Exhibit B attached hereto and made a part hereof **("Stokes Property"),** which property is adjacent to **Ahmeds Property;** and

WHEREAS, Ahmed and **Stokes** desire to establish and create a joint driveway connecting certain paved portions of their respective properties to provide access between their properties and to establish and create access easements to provide ingress to and egress from their respective properties and that certain public thoroughfare adjacent to their respective properties located in the city of Joplin, Missouri known as Main Street and Joplin Street.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits inuring to the parties hereto, **Ahmed** and **Stokes,** hereby agree as follows:

1. **Ahmed** does hereby declare, create, grant and convey to **Stokes** an easement over, upon and across that portion of **Ahmed Property** as may be designated, marked or set aside from time to time as driveways, roadways or travel lanes and across those paved and hard surfaced areas of **Ahmed Property** used for parking and access through its said property: provided, however, that nothing herein shall be construed as limiting **Stokes's** right, which right is

herewith specifically reserved, to change the location from time to time of such driving lanes or roadways as it determines is appropriate for its property, provided that same does not substantially reduce access between the parties' properties and access to Main Street from **Stokes Property**.

2. **Stokes** does hereby declare, create, grant and convey to **Ahmed** an easement over, upon and across that portion of **Stokes Property** as may be designated, marked or set aside from time to time as driveways, roadways or travel lanes over and across those paved or hard surfaced areas of **Stokes Property** used for parking and access through its property: provided, however, that nothing herein shall be construed as limiting **Stokes** right, which right is herewith specifically reserved, to change the location from time to time of such driving lanes or roadways as it determines is appropriate for its property, provided that the same does not substantially reduce access between the parties' properties and access to Main Street from **Ahmeds' Property**

3. The Parties do hereby further jointly declare, create, establish, grant and convey each to the other a joint driveway easement between the parties properties generally as shown on Exhibit C attached hereto and incorporated herein by this reference and in furtherance of such declaration **Ahmed** does hereby grant to **Stokes** an easement for the purposes of providing access between its paved parking lot and driveways and **Stokes Property** over and across that portion of **Ahmeds' Property** generally described on Exhibit C attached hereto and incorporated herein by this reference: and in furtherance of such declaration **Stokes** does hereby grant to Ahmed an easement for the purposes of providing access between its paved parking lot and driveways and Ahmeds Property over and across that portion of **Stokes' Property** generally described on Exhibit C attached hereto and incorporated herein by this reference.

4. **Ahmed** agrees to maintain and keep clean and reasonably free from snow and ice, from time to time, the driveways located on its property and across which **Ahmed** has granted **Stokes** an easement hereby, and **Stokes** agrees to maintain and to keep clean and reasonably free of snow and ice and from time to time, the driveways located on the property and across which Stokes has granted Ahmed an easement hereby.

5. In the event that either party fails to perform the maintenance of its property as required by paragraph 4 hereof, the non-defaulting party shall have the right to seek enforcement of such obligation in an appropriate court of law in the County of Jasper, Missouri, together with its reasonable attorney's fees as set by the court.

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Ahmed Ibrahim, of lawful age, being first duly sworn on my oath, state that I am a member of Ahmedairbnb, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Ahmed Ibrahim

Member – Ahmed Ibrahim

Subscribed and sworn to before me this 18th day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

6. Neither party hereto shall so use or permit the use of the driveway to be constructed so as to prevent or restrict the free and uninterrupted use thereof by the other party or their respective invitees.

7. The easement created hereby shall be deemed to be covenants running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and upon their respective legal representative, successors and assigns and all parties claiming by, through or under the parties hereto, or either of them, shall be taken to hold, agree and covenant with the said parties hereto, and with their successors and assigns, and with each of them, conform to and observe the provisions with this Agreement.

Ahmedairbnb, LLC.

By: _____
Ahmed Ibrahim

Stokes Property, LLC.

By: _____
Nathan Stokes

By: _____
Sandi Stokes

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Nathan Stokes, of lawful age, being first duly sworn on my oath, state that I am a member of Stokes Property, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Member – Nathan Stokes

Subscribed and sworn to before me this 10 day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Sandi Stokes, of lawful age, being first duly sworn on my oath, state that I am a member of Stokes Property, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Member – Sandi Stokes

Subscribed and sworn to before me this 10 day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

EXHIBIT A

AHMED'S PROPERTY

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

EXHIBIT B

STOKES'S PROPERTY

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

EXHIBIT C

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

ALSO BEING SUBJECT TO A 9.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 9.00 FEET OF LOT NUMBER LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TOGETHER WITH A 4.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE NORTH 4.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN JASPER COUNTY, MISSOURI.

TOGETHER WITH A 20.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 20.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TOGETHER WITH A 10.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE EAST 10.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

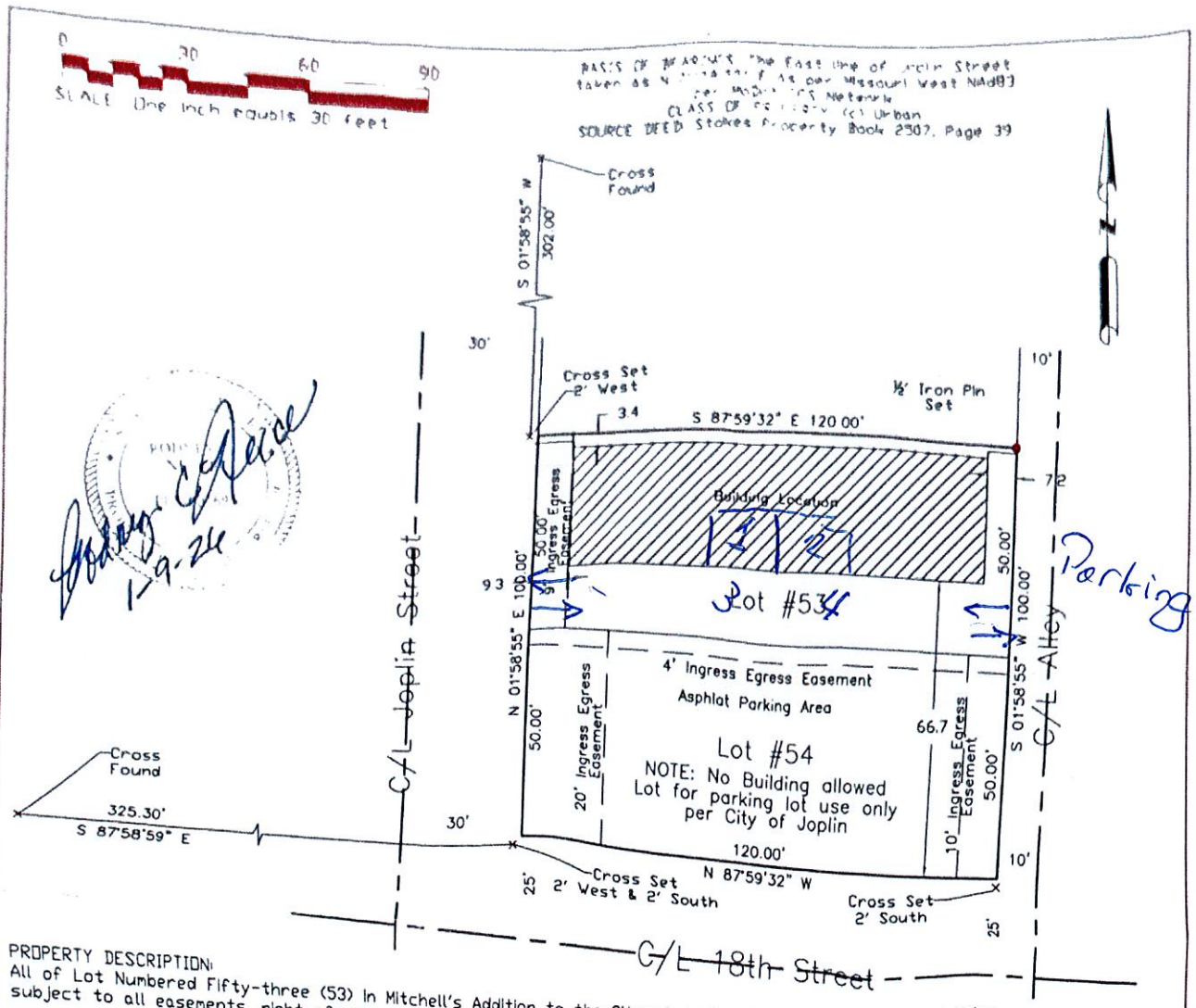
ALL OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

SUBJECT TO A 4.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE NORTH 4.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

SUBJECT TO A 20.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 20.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

SUBJECT TO A 10.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE EAST 10.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TOGETHER WITH A 9.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 9.00 FEET OF LOT NUMBER LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



PROPERTY DESCRIPTION:
All of Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri being subject to all easements, right-of-ways, and reservations of record.

Also being subject to a 9.00 foot Ingress Egress Easement over and across the West 9.00 feet of Lot Number Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 4.00 foot Ingress Egress Easement over and across the North 4.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 20.00 foot Ingress Egress Easement over and acros the West 20.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 10.00 foot Ingress Egress Easement over and across the East 10.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

All of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri being subject to all easements, right-of-ways, and reservations of record.

Subject to a 4.00 foot Ingress Egress Easement over and across the North 4.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri.

Subject to a 20.00 foot Ingress Egress Easement over and acros the West 20.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Subject to a 10.00 foot Ingress Egress Easement over and across the East 10.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 9.00 foot Ingress Egress Easement over and across the West 9.00 feet of Lot Number Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

SURVEYOR'S CERTIFICATE:

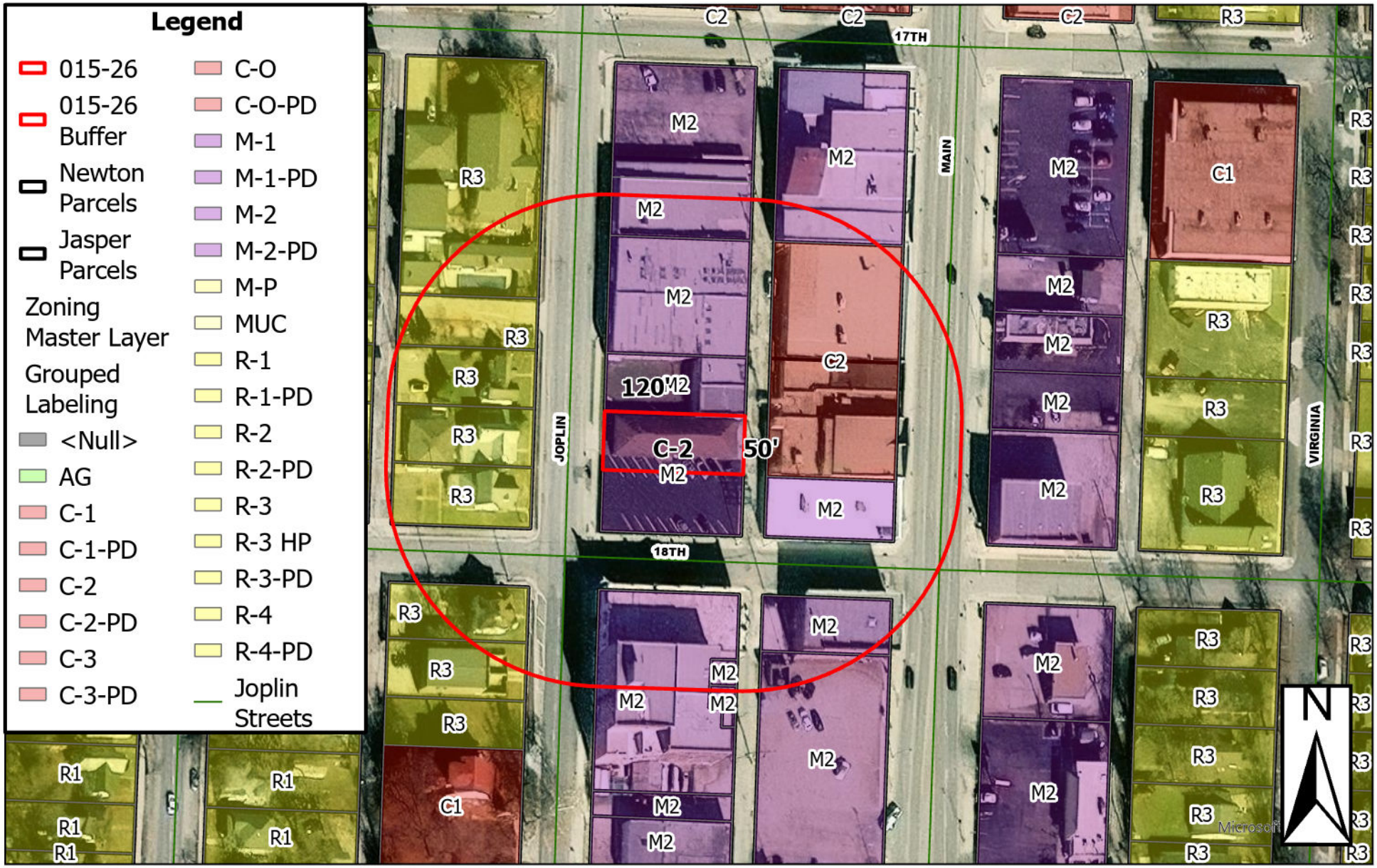
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys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

Stewart & Neece Land Surveying Company
Since 1973 Joplin, Mo.

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

SURVEY FOR: Nate Stokes		
DRAWN: Allgood	DATE DRAWN:	ADDRESS: 17th & Joplin Joplin, Mo.
APPROVED: JB/DE	S/T/R: 10-27-33	
SCALE: 1'=30'	FILE NAME: L53-54M1	Cert of Authority LSC-2019012803

Case 015-26: Special Use Permit



1721 S Joplin Ave – Special Use Permit – A request for a Permanent Special Use Permit to convert an existing building into a duplex – Michael Fleshman

RESOLUTION NO. 2026-008

A RESOLUTION granting a Special Use Permit (1st Request) for a Duplex, located at 1721 S Joplin Ave, City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 4, 2026, in compliance with said request.

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

That a Special Use Permit be granted to Michael Fleshman for a Duplex at property located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Michael Fleshman for the operation of a Duplex use at 1721 S Joplin Ave.
2. The permit shall be permanent.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
6. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

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

_____
Rob O'Brian, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-268 – Vacation

MEETING DATE:
May 4, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 017-26: 3201 McIntosh Cir – Vacation – A request to vacate right-of-way for McIntosh Circle – City of Joplin/Freeman Health Systems

BACKGROUND:

The City of Joplin in cooperation with Freeman Health Systems relocated McIntosh Cir to align with S Jackson Avenue on the North side of 32nd Street. The originally platted right-of-way was located approximately 115 feet West of where the street is currently located. Freeman Health Systems dedicated right-of-way to the City for where the street is constructed. The City of Joplin is requesting to vacate the right-of-way where no street improvements currently exist.

The utilities have indicated that there is infrastructure within the proposed vacation area. This will be a vacation of right-of-way only. Utility easements will remain. MOAM, Spire, Sparklight, AT&T, City Sanitary Sewer, and City Storm Sewer have facilities located within the proposed vacation request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bellairs represented the case, on behalf of the City of Joplin.

PUBLIC COMMENT;
There was none.

RECOMMENDATIONS:
Staff recommends Approving Council Bill 2026-268
Planning & Zoning Commission recommends Approving Case 017-26 (7 in Favor, 0 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 017-26 A request to vacate right-of-way.

APPLICANT City of Joplin and Freeman Health Systems

REPRESENTATIVE City of Joplin – Tyler Bellairs

LOCATION Right-of-way near 3201 McIntosh Cir

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 60′X1000′

REASON FOR VACATION

The City of Joplin in cooperation with Freeman Health Systems relocated McIntosh Cir to align with S Jackson Avenue on the North side of 32nd Street. The originally platted right-of-way was located approximately 115 feet West of where the street is currently located. Freeman Health Systems dedicated right-of-way to the City for where the street is constructed. The City of Joplin is requesting to vacate the right-of-way where no street improvements currently exist.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

The utilities have indicated that there is infrastructure within the proposed vacation area. This will be a vacation of right-of-way only. Utility easements will remain. MOAM, Spire, Sparklight, AT&T, City Sanitary Sewer, and City Storm Sewer have facilities located within the proposed vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

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

DISCUSSION

This request will not result in any loss of public access to right-of-way. McIntosh Cir (the constructed street) does not lay within the boundaries of this vacation request. Freeman Health Systems and the City of Joplin have recorded the dedication of land to the City of Joplin for the property where McIntosh Cir street improvements are currently located.

Staff recommends approving Case 017-26.

ENCLOSURES

- Application
- Map

CASE 017-26 3201 MCINTOSH CIR - VACATION

Mr. Bellairs, 602 S. Main St., explained that this vacation was previously brought to the commission but changes needed to be made. The City worked with Freeman Hospital to realign the street with Jackson Ave. There is no street where the vacation lies. This is cleaning up the property and returning it to Freeman Hospital. Utility easements will remain.

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

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 017-26. THIS MOTION WAS SECONDED BY MR. SPRUCE, MOTION PASSED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT).

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.

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

No fee - Part of agreement to relocate McIntosh Cir

Office Use Only
Case No.: 017-26
Filing Fee: $600.00
Received: 2/3/26
Date Advertised: _____
Proj. No.: 26-014
Public Hearing Date: _____

Applicant: City of Joplin Phone No.: 417-624-0820 ext 1511
Address: 602 S Main St Email: tbellair@joplinmo.org
Owner: Freeman-Oak Hill Health System Phone No.: 417-347-6664
Address: 1102 W 32nd St Email: dcaylor@freemanhealth.com
Location of Street or Easement: See Exhibit "Old McIntosh Cir"

Type of Vacation: (Street) Easement Alley Plat

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

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

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

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

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

N/A Freeman is sole owner

☐ ☐ 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.

Liberty Jordan Bolinger jordan.bolinger@libertyutilities.com

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: Daniel Caylor, FHS VP Date: 12/16/25

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: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
Email: tbellair@joplinmo.org

Be it known that Freeman-Oak Hill Health system, *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:* See exhibit attached

Located at: West of the intersection of 32nd St & the new McIntosh Cir.

For the following purpose: Future development.

For Utility Use:

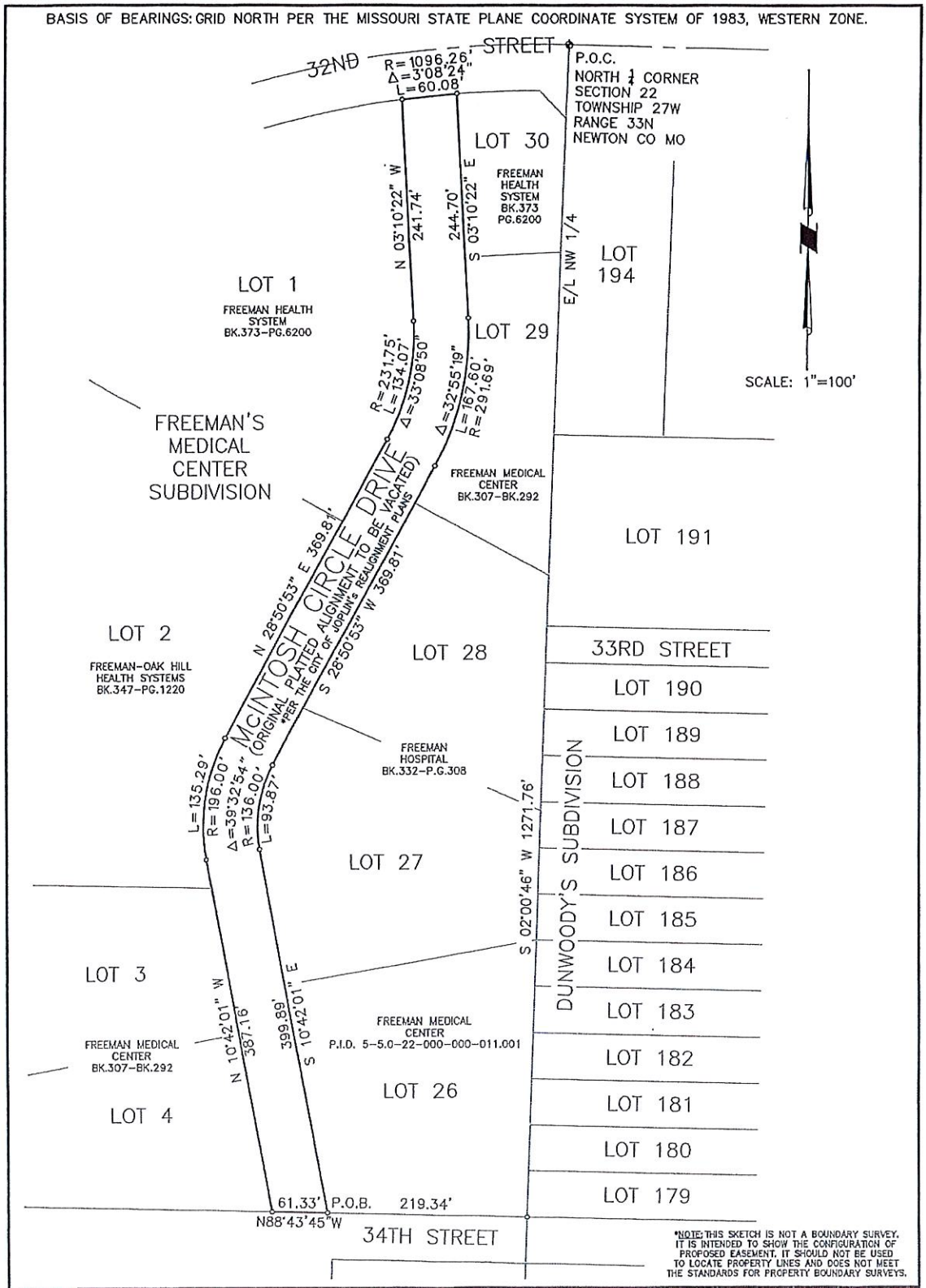
1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☐ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

_____ _____
Authorized Representative Date

_____
Name of Utility



PREVIOUS ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE VACATED)

FREEMAN'S MEDICAL CENTER SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO

"EXHIBIT" A

DATE:	REVISION:

DWN. BY: HAS
CKD. BY: SRL
APPD. BY: HAS
DATE: 3/10/2025

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ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DWG. NO. 1 of 2

A PORTION OF THE PREVIOUS ALIGNMENT OF
McINTOSH CIRCLE DRIVE TO BE VACATED
FREEMAN'S MEDICAL CENTER SUBDIVISION
JOPLIN, MISSOURI

THAT PORTION OF McINTOSH CIRCLE DRIVE AS SHOWN ON THE RECORDED PLAT OF FREEMAN'S MEDICAL CENTER SUBDIVISION, LOCATED IN SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5th PRINCIPAL MERIDIAN AND BASE LINE, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BOUNDED ON THE EAST BY LOTS 26, 27, 28, 29, AND 30, ON THE WEST BY LOTS 1, 2, 3, AND 4, ON THE NORTH BY THE SOUTH RIGHT–OF–WAY LINE OF 32ND STREET, AND ON THE SOUTH BY THE NORTH RIGHT–OF–WAY LINE OF 34TH STREET IN SAID SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 22, THENCE SOUTH 2 DEGREES, 00 MINUTES, 48 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 1271.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26 IN FREEMAN'S MEDICAL CENTER SUBDIVISION; THENCE NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT (BEING THE NORTH RIGHT–OF–WAY LINE OF 34TH STREET) A DISTANCE OF 219.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26 (BEING THE INTERSECTION OF SAID NORTH RIGHT–OF–WAY LINE OF 34TH STREET AND THE EAST RIGHT–OF–WAY LINE OF McINTOSH CIRCLE DRIVE) AND THE POINT OF BEGINNING:

THENCE ALONG THE PLATTED PERIMETER OF SAID McINTOSH CIRCLE DRIVE RIGHT–OF–WAY AS PER THE CITY OF JOPLIN's REALIGNMENT PLANS THE FOLLOWING COURSES, DISTANCES, AND CALLS: NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST ALONG THE NORTH RIGHT–OF–WAY LINE OF SAID 34TH STREET 61.33 FEET; THENCE LEAVING SAID 34TH STREET RIGHT–OF–WAY NORTH 10 DEGREES, 42 MINUTES, 01 SECOND WEST 387.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 196 FEET, A CENTRAL ANGLE OF 39 DEGREES, 32 MINUTES, 54 SECONDS, WITH AN ARC LENGTH OF 135.29 FEET; THENCE NORTH 28 DEGREES, 50 MINUTES, 53 SECONDS EAST 369.81 FEET; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 231.75 FEET, A CENTRAL ANGLE OF 33 DEGREES, 08 MINUTES, 52 SECONDS, WITH AN ARC LENGTH OF 134.07 FEET; THENCE NORTH 3 DEGREES, 10 MINUTES, 22 SECONDS WEST 241.74 FEET TO THE SOUTH RIGHT–OF–WAY OF 32ND STREET; THENCE ALONG SAID RIGHT–OF–WAY ON A CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1096.26 FEET, A CENTRAL ANGLE OF 3 DEGREES, 08 MINUTES, 24 SECONDS, WITH AN ARC LENGTH OF 60.08 FEET; THENCE LEAVING SAID 32ND STREET RIGHT–OF–WAY SOUTH 3 DEGREES, 10 MINUTES, 22 SECONDS EAST 244.7 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 291.69 FEET, A CENTRAL ANGLE OF 32 DEGREES, 55 MINUTES, 99 SECONDS, WITH AN ARC LENGTH OF 167.60 FEET; THENCE SOUTH 28 DEGREES, 50 MINUTES, 53 SECONDS WEST 369.81 FEET; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 136 FEET; A CENTRAL ANGLE OF 39 DEGREES, 32 MINUTES, 54 SECONDS, WITH AN ARC LENGTH OF 93.87 FEET; THENCE SOUTH 10 DEGREES, 42 MINUTES, 01 SECOND 399.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 76,295 SQUARE FEET, OR 1.75 ACRES, MORE OR LESS.

GRID BEARINGS BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

SURVEYOR'S DECLARATION:

ON THE 10th DAY OF MARCH 2025, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

ALLGEIER, MARTIN & ASSOCIATES
BY: H. ANDREW SOUTH (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK



H. ANDREW SOUTH
Mo.PLS #2006000160

*NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PREVIOUS ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE VACATED)				"EXHIBIT"
FREEMAN'S MEDICAL CENTER SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO				A
DATE:	REVISION:	DWN. BY: HAS	THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.	
		CKD. BY: SRL		
		APPD. BY: HAS		
		DATE: 3/10/2025		
ALLGEIER, MARTIN and ASSOCIATES, INC.				DWG. NO.
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS				2 of 2
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200				

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: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
Email: tbellair@joplinmo.org

Be it known that Freeman-Oak Hill Health system, *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:* See exhibit attached

Located at: West of the intersection of 32nd St & the new McIntosh Cir.

For the following purpose: Future development.

For Utility Use:

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

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

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

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

Authorized Representative — Date: 1/29/2026

MOAM
Name of Utility

Liberty

Outlook

RE: Old McIntosh Circle - Vacation Utility Comments

From Jordan Bolinger <Jordan.Bolinger@libertyutilities.com>
Date Thu 1/29/2026 3:05 PM
To Bellairs, Tyler <TBellair@joplinmo.org>; Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>
Cc dlcaylor@freemanhealth.com <dlcaylor@freemanhealth.com>

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

Hi Tyler – apologies, I was under the impression that Alex with land had responded for Liberty.
Just to clarify, it is my understanding that Liberty has no electric facilities in the area in question (Old McIntosh Circle) and sees no conflict.

Thank you!

Jordan Bolinger | Liberty Utilities (Missouri) | Senior Manager, Key Accounts
P: 417-625-4224 | C: 417-483-2137 | E: Jordan.Bolinger@libertyutilities.com
602 S Joplin Ave, Joplin, MO 64801

From: Bellairs, Tyler <TBellair@joplinmo.org>
Sent: Thursday, January 29, 2026 2:32 PM
To: Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>; Jordan Bolinger <Jordan.Bolinger@libertyutilities.com>
Cc: dlcaylor@freemanhealth.com
Subject: Re: Old McIntosh Circle - Vacation Utility Comments

Last call for utility comments. The deadline passed but I wanted to make one last effort to reach out and request those again before we proceed with the vacation.

Sincerely,

Tyler Bellairs
Planner
602 S Main St
Joplin, MO 64801
phone: 417-624-0820 Ext. 1511
email: TBellair@joplinmo.org
web: JoplinMo.org

JOPLIN MISSOURI

From: Bellairs, Tyler
Sent: Tuesday, December 16, 2025 12:05 PM
To: Martinez, Steven <SMartine@joplinmo.org>; Cruz, John <JCruz@joplinmo.org>; Spear, Mandy <mandy.butkovich@spireenergy.com>; Stegall, Ken <ken.stegall@spireenergy.com>; Chris Rowley <chris.rowley@allofiber.com>; Brandon Warren <brandon.warren@allofiber.com>; Bledsoe, Keri <keri.bledsoe@cableone.biz>; Herron, Jerry <jherron@republicservices.com>; Jeff Lebeda <jeff.lebeda@libertyutilities.com>; Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>; LOLLIS, GENE <il0967@att.com>; Jordan Bolinger <jordan.bolinger@libertyutilities.com>
Cc: dlcaylor@freemanhealth.com <dlcaylor@freemanhealth.com>
Subject: Old McIntosh Circle - Vacation Utility Comments

Good day, everyone.

Freeman Health Systems is requesting to vacate the Old McIntosh Circle right-of-way. Please see the vacation application attached. This is the old location of the street, before it was reconstructed in its present location to line up with S Jackson Ave . Please refer to the legal exhibit in the attached document and the image below. Old McIntosh Cir is highlighted in Blue.

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: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
Email: tbellair@joplinmo.org

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Located at: West of the intersection of 32nd St & the new McIntosh Cir.

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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: Sparklight has coax that runs along the west side of McIntosh Circle from south of 34th then crossing 34th going northwest

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

Keri Bledsoe — Authorized Representative

1-14-26 — Date

Sparklight — Name of Utility

Outlook

Re: Old McIntosh Circle - Vacation Utility Comments

From Herron, Jerry <JHerron@republicservices.com>

Date Tue 1/6/2026 9:23 AM

To Cruz, John <JCruz@joplinmo.org>; Bellairs, Tyler <TBellair@joplinmo.org>; Martinez, Steven <SMartine@joplinmo.org>; Spear, Mandy <mandy.butkovich@spireenergy.com>; Stegall, Ken <ken.stegall@spireenergy.com>; Chris Rowley <chris.rowley@allofiber.com>; Brandon Warren <brandon.warren@allofiber.com>; Bledsoe, Keri <keri.bledsoe@cableone.biz>; Jeff Lebeda <jeff.lebeda@libertyutilities.com>; Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>; LOLLIS, GENE <il0967@att.com>; Jordan Bolinger <jordan.bolinger@libertyutilities.com>

Cc dlcaylor@freemanhealth.com <dlcaylor@freemanhealth.com>

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Republic Services doesn't have any issues

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From: Cruz, John <JCruz@joplinmo.org>
Sent: Tuesday, January 6, 2026 8:00:20 AM
To: Bellairs, Tyler <TBellair@joplinmo.org>; Martinez, Steven <SMartine@joplinmo.org>; Spear, Mandy <mandy.butkovich@spireenergy.com>; Stegall, Ken <ken.stegall@spireenergy.com>; Chris Rowley <chris.rowley@allofiber.com>; Brandon Warren <brandon.warren@allofiber.com>; Bledsoe, Keri <keri.bledsoe@cableone.biz>; Herron, Jerry <JHerron@republicservices.com>; Jeff Lebeda <jeff.lebeda@libertyutilities.com>; Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>; LOLLIS, GENE <il0967@att.com>; Jordan Bolinger <jordan.bolinger@libertyutilities.com>
Cc: dlcaylor@freemanhealth.com <dlcaylor@freemanhealth.com>
Subject: RE: Old McIntosh Circle - Vacation Utility Comments

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Good morning,

Please see attached for Sanitary Sewer.

John Cruz
Sanitary Sewer Engineer
602 S Main St
Joplin, MO 64801
phone: 417-624-0820 Ext. 1584
email: JCruz@joplinmo.org
web: JoplinMo.org

JOPLIN MISSOURI

From: Bellairs, Tyler <TBellair@joplinmo.org>
Sent: Tuesday, December 16, 2025 12:05 PM
To: Martinez, Steven <SMartine@joplinmo.org>; Cruz, John <JCruz@joplinmo.org>; Spear, Mandy <mandy.butkovich@spireenergy.com>; Stegall, Ken <ken.stegall@spireenergy.com>; Chris Rowley <chris.rowley@allofiber.com>; Brandon Warren <brandon.warren@allofiber.com>; Bledsoe, Keri <keri.bledsoe@cableone.biz>; Herron, Jerry <jherron@republicservices.com>; Jeff Lebeda <jeff.lebeda@libertyutilities.com>; Drew Daniels <drew.daniels@amwater.com>; Robert W Divine <robert.divine@amwater.com>; LOLLIS, GENE <il0967@att.com>; Jordan Bolinger <jordan.bolinger@libertyutilities.com>
Cc: dlcaylor@freemanhealth.com
Subject: Old McIntosh Circle - Vacation Utility Comments

Good day, everyone.

Freeman Health Systems is requesting to vacate the Old McIntosh Circle right-of-way. Please see the vacation application attached. This is the old location of the street, before it was reconstructed in its present location to line up with S Jackson Ave . Please refer to the legal exhibit in the attached document and the image below. Old McIntosh Cir is highlighted in Blue.

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: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
Email: tbellair@joplinmo.org

Be It known that Freeman-Oak Hill Health system *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:* See exhibit attached

Located at: West of the intersection of 32nd St & the new McIntosh Cir.

For the following purpose: Future development.

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: Retain utility easement and Protect facilities or Relocate Facilities

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

JOHN CRUZ
Authorized Representative

1/5/26
Date

SANITARY SEWER
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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   ☑ 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: will retain Prescriptive rights easement for existing Stormsewers within Vacated Property

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

Steven Martinez — Authorized Representative

12/23/25 — Date

City of Joplin - Storm Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
Email: tbellair@joplinmo.org

Be it known that Freeman-Oak Hill Health system, *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:* See exhibit attached

Located at: West of the intersection of 32nd St & the new McIntosh Cir.

For the following purpose: Future development.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - [x] 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.)
   - [x] will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - [ ] Retain utility easement and protect facilities
     - [ ] Relocate facilities
     - [x] Other: AT&T will either retain utility easement and existing facilities. If relocation is required, property owner will be responsible for costs.

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

Gene Lollis
Authorized Representative

12/17/2025
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: -26
Applicant: City of Joplin
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   ☒ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

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

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

Chris Rowley — Chris Rowley — 12/16/2025

Authorized Representative — Date

ALLO Fiber

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: -26
Applicant: City of Joplin
Phone: 417-624-0820 ext 1511
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   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☑ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

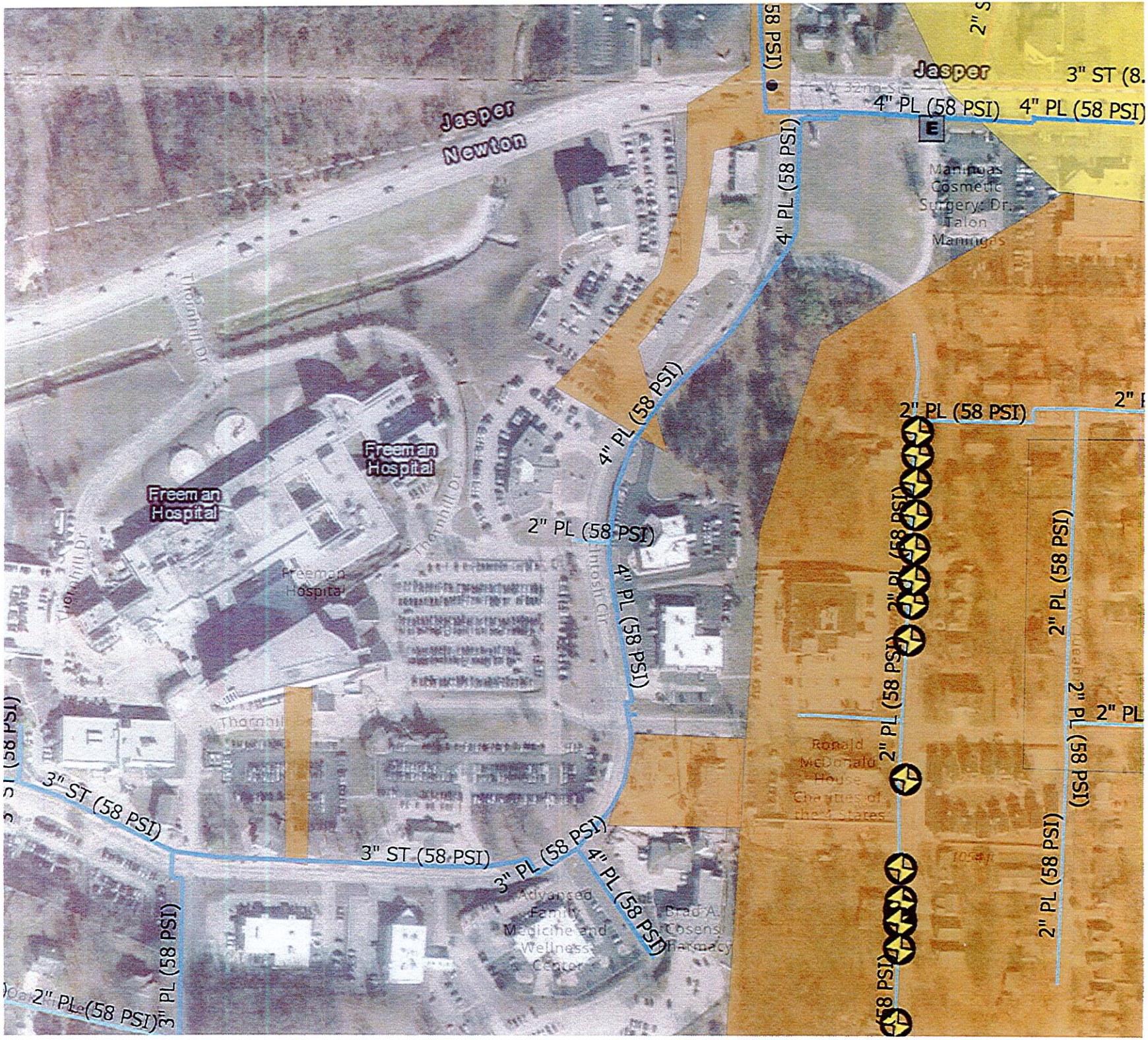
Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Jan 5, 2026 09:57:11 CST)

Authorized Representative — Date

Spire

Name of Utility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Thornhill Dr
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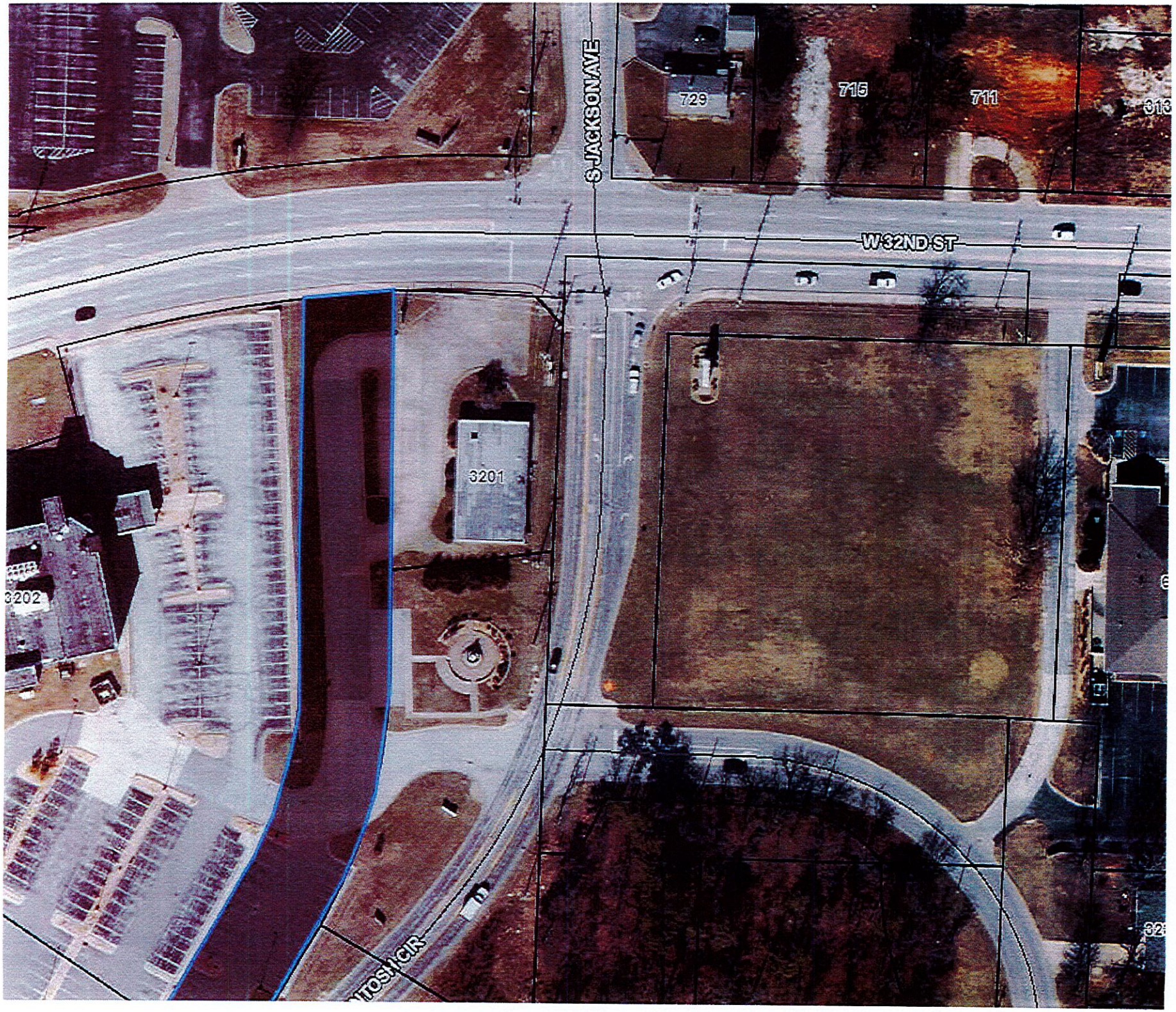
Manmuas Cosmetic Surgery, Dr. Talon Manmuas
Ronald McDonald House Charities of the 4 States
Advanced Family Medicine and Wellness Center
Brad A. Cosens Pharmacy


S JACKSON AVE
729
715
711
W 32ND ST
3201
3202

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

December 16th, 2025

City of Joplin
602 S Main St
Joplin, MO 64801

Re: Vacation of Old McIntosh Circle West, Case No.-26.

Vacation: Vacation of old McIntosh Circle between 32nd Street and 34th Street, as shown on Exhibit A page 1 and described on Exhibit A page 2.

City of Joplin,

In response to your letter dated December 16th, 2025 relative to the above referenced vacation request.

Please be advised that Spire Missouri Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Alex Sammet (Jan 5, 2026 09:57:11 CST)

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

TJF:MRS
cc: tbellair@joplinmo.org

Engineering Dept. Approval: KAT

System Planning Approval: MAR

Signature: Michael Russo
Michael Russo (Dec 30, 2025 11:46:18 CST)

Email: michael.russo@spireenergy.com

Signature: Kent Thaemert
Kent Thaemert (Jan 2, 2026 15:35:08 CST)

Email: kent.thaemert@spireenergy.com

Signature: Mandica Spear
Mandica Spear (Dec 29, 2025 11:47:07 CST)

Email: mandy.butkovich@spireenergy.com

binder

Final Audit Report 2026-01-05

Created:	2025-12-29
By:	Mondica Spear (mandy.butkovich@spireenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWHWbi2aql5G1pSayt3Rss4As0sI9cYEB

"binder" History

Document created by Mondica Spear (mandy.butkovich@spireenergy.com)
2025-12-29 - 5:45:48 PM GMT

Document emailed to michael.russo@spireenergy.com for signature
2025-12-29 - 5:45:56 PM GMT

Document emailed to Alex Sammet (alex.sammet@spireenergy.com) for signature
2025-12-29 - 5:45:56 PM GMT

Document emailed to kent.thaemert@spireenergy.com for signature
2025-12-29 - 5:45:56 PM GMT

Document emailed to Mondica Spear (mandy.butkovich@spireenergy.com) for signature
2025-12-29 - 5:45:56 PM GMT

Document e-signed by Mondica Spear (mandy.butkovich@spireenergy.com)
Signature Date: 2025-12-29 - 5:47:07 PM GMT - Time Source: server

Email viewed by michael.russo@spireenergy.com
2025-12-29 - 5:47:24 PM GMT

Email viewed by Alex Sammet (alex.sammet@spireenergy.com)
2025-12-29 - 5:47:43 PM GMT

Email viewed by kent.thaemert@spireenergy.com
2025-12-29 - 11:24:23 PM GMT

Signer michael.russo@spireenergy.com entered name at signing as Michael Russo
2025-12-30 - 5:46:16 PM GMT

Document e-signed by Michael Russo (michael.russo@spireenergy.com)
Signature Date: 2025-12-30 - 5:46:18 PM GMT - Time Source: server

Signer kent.thaemert@spireenergy.com entered name at signing as Kent Thaemert
2026-01-02 - 9:35:06 PM GMT

Document e-signed by Kent Thaemert (kent.thaemert@spireenergy.com)
Signature Date: 2026-01-02 - 9:35:08 PM GMT - Time Source: server

Document e-signed by Alex Sammet (alex.sammet@spireenergy.com)
Signature Date: 2026-01-05 - 3:57:11 PM GMT - Time Source: server

Agreement completed.
2026-01-05 - 3:57:11 PM GMT

Adobe Acrobat Sign

Recorded in Newton County, Missouri

Recording Date/Time: 02/09/2026 at 11:19:50 AM
Book: 375 Page: 853
Instr #: 202600867
Type: ROW
Pages: 4
Fee: $33.00 S 20260000757

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO
Jennifer A. Childers
Recorder of Deeds

City of Joplin
602 S Main St
Joplin, MO
64801

$33.00

4345 $63.00

RIGHT OF WAY CONVEYANCE
FOR STREET PURPOSES

THIS INDENTURE, made this 28 day of January, 2026, by and between **Freeman-Oak Hill Health System (dba Freeman Health System)**, of the County of Newton, State of Missouri, party of the first part (GRANTOR), and **CITY OF JOPLIN**, a Municipal Corporation, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH, that the said party of the first part in consideration of the sum of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration, to them paid by said party of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, and SELL, CONVEY and CONFIRM unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate, in the County of Jasper, State of Missouri, to-wit:

Legal Description Attached

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a city street according to the plans of the CITY OF JOPLIN or for the purposes above set out, together with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

Steve Graddy
Chief Financial Officer

1/28/26
Date:

STATE OF MISSOURI)
) ss
COUNTY OF NEWTON)

ACKNOWLEDGEMENT BY CORPORATION

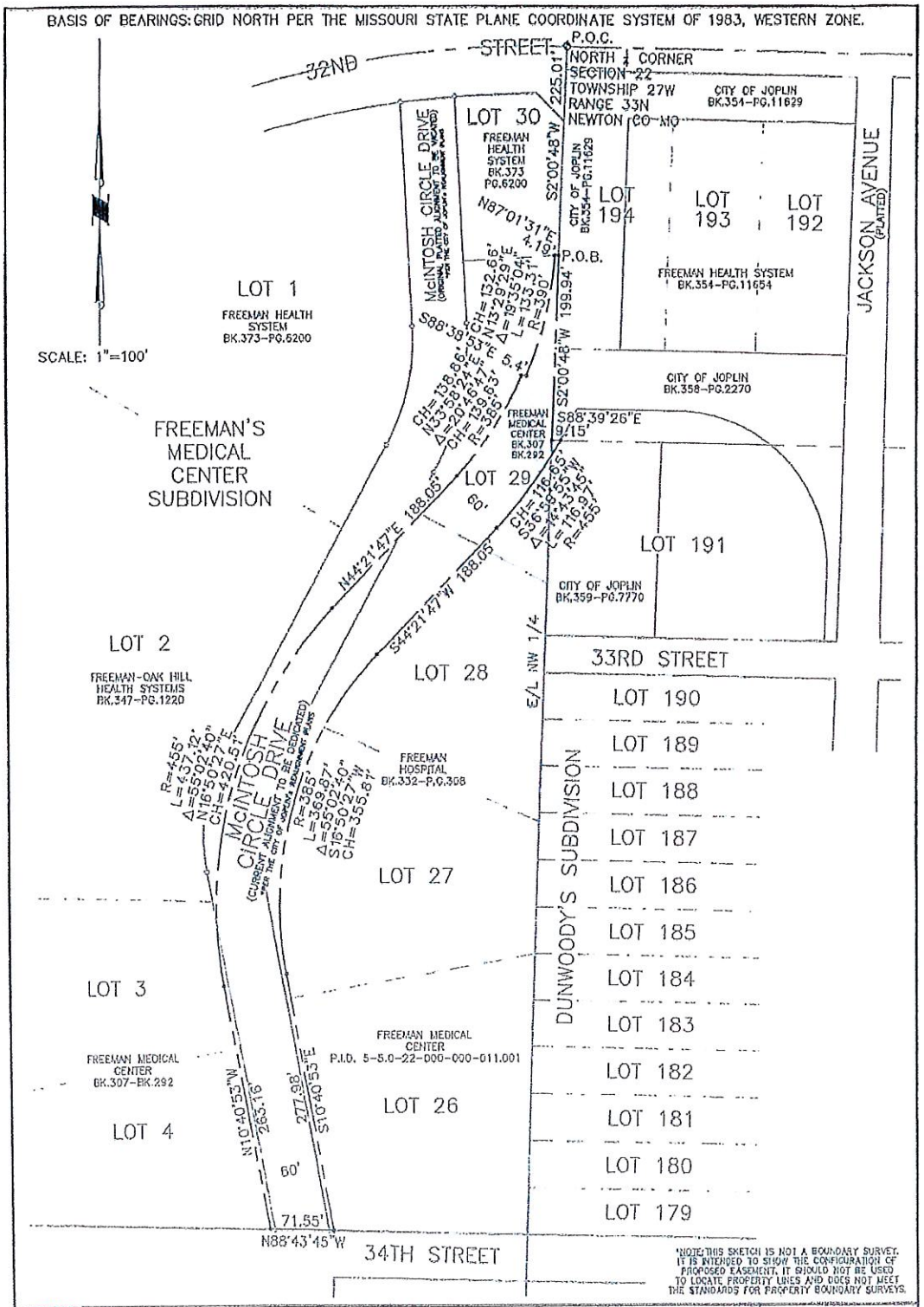
On this 28th day of January, 2026, before me personally appeared **Freeman-Oak Hill Health System (dba Freeman Health System),** and that said instrument was signed in behalf of said corporation of the consideration stated therein and no other, and acknowledged said instrument to be free the act and deed of said corporation.

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

My term expires 12-12-, 2028.

Notary Public

DORIS A. LYONS
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: Dec. 12, 2028
Commission #12647305



CURRENT ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE DEDICATED)

"EXHIBIT" B

FREEMAN'S MEDICAL CENTER & DUNWOODY'S SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO

DATE:	REVISION:	DWN. BY: HAS	CKD. BY: SRL	APPD. BY: HAS	DATE: 3/13/2025

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DWG. NO.

CURRENT ALIGNMENT OF
McINTOSH CIRCLE DRIVE TO BE DEDICATED
FREEMAN'S MEDICAL CENTER SUBDIVISION
JOPLIN, MISSOURI

THAT PORTION OF McINTOSH CIRCLE DRIVE AS SHOWN ON THE RECORDED PLAT OF FREEMAN'S MEDICAL CENTER SUBDIVISION, A PORTION OF LOTS 3, 4, 26, 27, 28, AND 29 IN SAID SUBDIVISION, ALSO A PORTION OF LOT 191 IN DUNWOODY'S SUBDIVISION (AS PER THE CITY OF JOPLIN's REALIGNMENT PLANS) LOCATED IN SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN AND BASE LINE, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 22, THENCE SOUTH 2 DEGREES, 00 MINUTES, 48 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 225.01 FEET THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 2 DEGREES, 00 MINUTES, 48 SECONDS WEST ALONG SAID ¼ SECTION LINE 199.94 FEET TO THE NORTHWEST CORNER OF LOT 191 IN DUNWOODY'S SUBDIVISION; THENCE SOUTH 88 DEGREES, 39 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9.15 FEET; THENCE LEAVING SAID LOT LINE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 455 FEET, AN ARC LENGTH OF 116.97 FEET, ON A LONG CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES, 59 MINUTES, 55 SECONDS WEST 116.65 FEET; THENCE SOUTH 44 DEGREES, 21 MINUTES, 47 SECONDS WEST 188.05 FEET; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 385 FEET, AN ARC LENGTH OF 369.87 FEET, ON A LONG CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES, 50 MINUTES, 27 SECONDS WEST 355.81 FEET; THENCE SOUTH 10 DEGREES, 40 MINUTES, 53 SECONDS EAST 277.98 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 34TH STREET; THENCE NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 71.55 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 10 DEGREES, 40 MINUTES, 53 SECONDS WEST 263.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 455 FEET, AN ARC LENGTH OF 437.12 FEET, ON A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES, 50 MINUTES, 27 SECONDS EAST 420.51 FEET; THENCE NORTH 44 DEGREES, 21 MINUTES, 47 SECONDS EAST 188.05 FEET; THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 385 FEET, AN ARC LENGTH OF 139.63 FEET, ON A LONG CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES, 58 MINUTES, 24 SECONDS EAST 138.87 FEET TO AN EXTENSION OF THE CENTERLINE OF THE JACKSON AVENUE RE-ALIGNMENT; THENCE SOUTH 88 DEGREES, 38 MINUTES, 53 SECONDS EAST ALONG SAID CENTERLINE EXTENSION 5.40 FEET; THENCE LEAVING SAID CENTERLINE EXTENSION ALONG A CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 390 FEET, AN ARC LENGTH OF 133.31 FEET, ON A LONG CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES, 29 MINUTES, 29 SECONDS EAST 132.66 FEET TO A COMMON BOUNDARY BETWEEN LOTS 29 AND 30 IN SAID FREEMAN'S MEDICAL CENTER SUBDIVISION; THENCE NORTH 87 DEGREES, 01 MINUTES, 31 SECONDS EAST 4.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,000 SQUARE FEET, OR 1.65 ACRES, MORE OR LESS.

GRID BEARINGS BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

SURVEYOR'S DECLARATION:

ON THE 13th DAY OF MARCH 2025, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

ALLGEIER, MARTIN & ASSOCIATES
BY: H. ANDREW SOUTH (AGENT)

SIGNATURES IN BLUE INK
SEALS IN RED INK



H. ANDREW SOUTH
Mo.PLS #2008000160

*NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

CURRENT ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE DEDICATED)				"EXHIBIT"
FREEMAN'S MEDICAL CENTER & DUNWOODY'S SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO				B
DATE:	REVISION:	DWN. BY: HAS CKD. BY: SRL APPD. BY: HAS DATE: 3/13/2025	THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.	
ALLGEIER, MARTIN and ASSOCIATES, INC. CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS 7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 623-7200				DWG. NO 2 of 2

"REVISED EXHIBIT A"

A PORTION OF THE PREVIOUS ALIGNMENT OF
McINTOSH CIRCLE DRIVE TO BE VACATED
FREEMAN'S MEDICAL CENTER SUBDIVISION
JOPLIN, MISSOURI

THAT PORTION OF McINTOSH CIRCLE DRIVE AS SHOWN ON THE RECORDED PLAT OF FREEMAN'S MEDICAL CENTER SUBDIVISION, LOCATED IN SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5th PRINCIPAL MERIDIAN AND BASE LINE, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BOUNDED ON THE EAST BY PART OF LOT 28, LOTS 29 AND 30, ON THE WEST BY LOTS 1, 2, AND PART OF LOT 3, ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET, AND BOUNDED ON THE SOUTH BY THE NORTHWESTERLY RIGHT-OF-WAY OF THE DEDICATED REALIGNMENT OF SAID McINTOSH CIRCLE DRIVE IN SAID SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 22, THENCE SOUTH 2 DEGREES, 00 MINUTES, 48 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 1271.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26 IN FREEMAN'S MEDICAL CENTER SUBDIVISION; THENCE NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT (BEING THE NORTH RIGHT-OF-WAY LINE OF 34TH STREET) IF EXTENDED, A DISTANCE OF 280.67 FEET TO THE SOUTHEAST CORNER OF LOT 4 (BEING THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF 34TH STREET AND THE WEST RIGHT-OF-WAY LINE OF McINTOSH CIRCLE DRIVE); THENCE NORTH 10 DEGREES, 42 MINUTES, 01 SECOND WEST ALONG SAID RIGHT-OF-WAY AND THE EAST LINES OF LOT 4 AND LOT 3 A DISTANCE OF 331.85 FEET TO THE POINT OF BEGINNING:

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CONTAINING 39,601 SQUARE FEET, OR 0.91 ACRES, MORE OR LESS.

GRID BEARINGS BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

SURVEYOR'S DECLARATION:

ON THE 20th DAY OF MARCH 2026, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

ALLGEIER, MARTIN & ASSOCIATES
BY: H. ANDREW SOUTH (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK



H. ANDREW SOUTH
Mo.PLS #2006000160

*NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

A PORTION OF THE PREVIOUS ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE VACATED)				"EXHIBIT"
FREEMAN'S MEDICAL CENTER SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO				A
DATE:	REVISION: 3/20/2026	DWN. BY: HAS	THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.	
	*excluded those portions contained in the	CKD. BY: SRL		
	City of Joplin's dedication of the current	APPD. BY: HAS		
	travel way and alginment of McIntosh Circle Dr	DATE : 3/10/2025		

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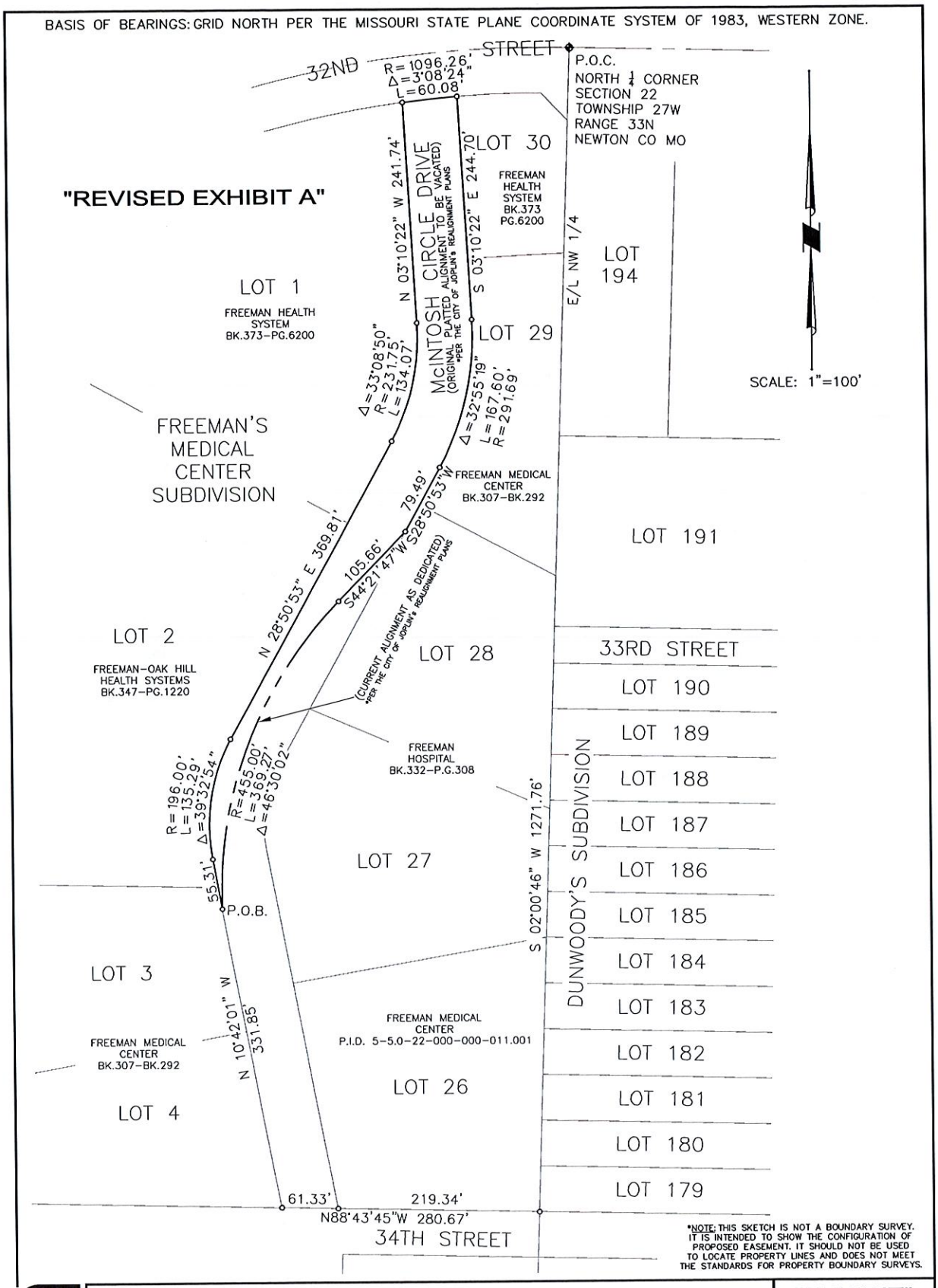
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DWG. NO. 2 of 2



A PORTION OF THE PREVIOUS ALIGNMENT OF McINTOSH CIRCLE DRIVE (TO BE VACATED)

FREEMAN'S MEDICAL CENTER SUBDIVISION S22-T27W-R33N JOPLIN, NEWTON CO, MO

"EXHIBIT" A

DATE:	REVISION: 3/20/2026	DWN. BY: HAS
	*excluded those portions contained in the	CKD. BY: SRL
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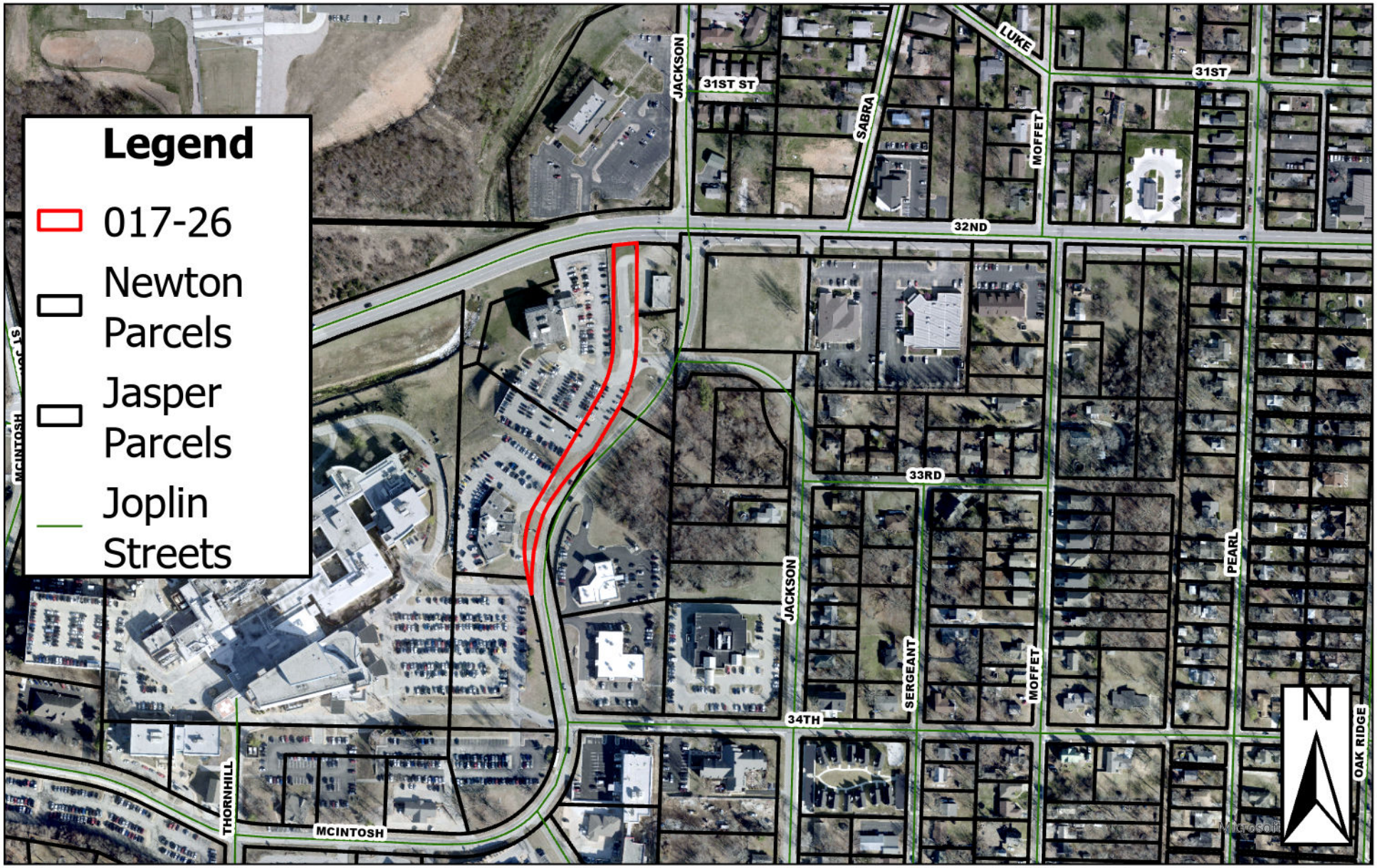
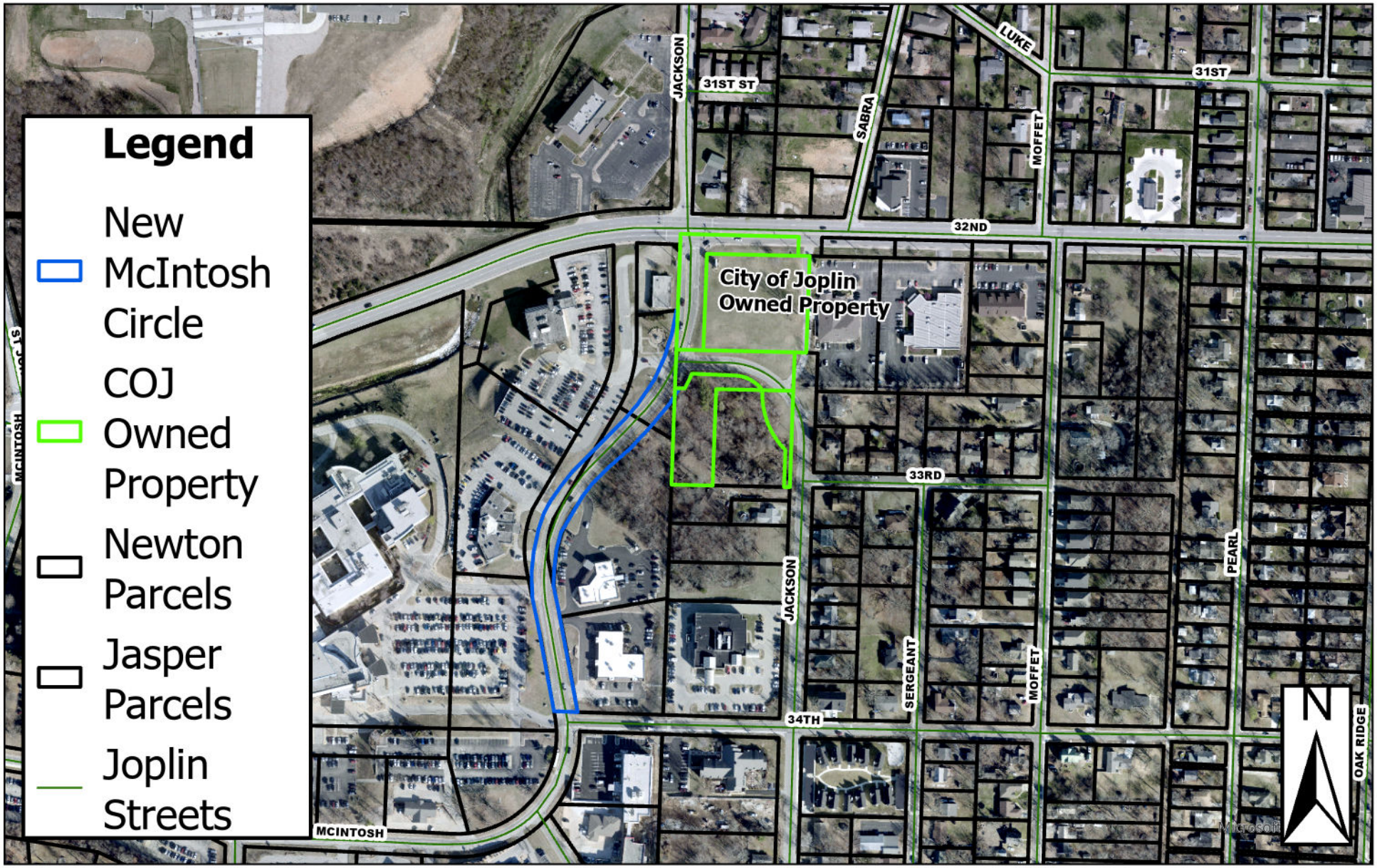
DWG. NO.

Case 017-26: Street Vacation



3201 McIntosh Cir - Vacation - A request to vacate right-of-way for Old McIntosh Circle - City of Joplin/Freeman Health Systems

Case 017-26: Street Vacation - New Street



3201 McIntosh Cir - Vacation - A request to vacate right-of-way for Old McIntosh Circle - City of Joplin/Freeman Health Systems

P & Z Case 017-26
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2026-268 ORDINANCE NO.

AN ORDINANCE providing to vacate right-of-way for property known as Old McIntosh Cir., lying near property described as 3201 McIntosh Cir., City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of right-of-way for property known as Old McIntosh Cir., lying near property described as 3201 McIntosh Cir., City of Joplin, Newton County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THAT PORTION OF McINTOSH CIRCLE DRIVE AS SHOWN ON THE RECORDED PLAT OF FREEMAN'S MEDICAL CENTER SUBDIVISION, LOCATED IN SECTION 22, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5th PRINCIPAL MERIDIAN AND BASE LINE, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BOUNDED ON THE EAST BY PART OF LOT 28, LOTS 29 AND 30, ON THE WEST BY LOTS 1, 2, AND PART OF LOT 3, ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET, AND BOUNDED ON THE SOUTH BY THE NORTHWESTERLY RIGHT-OF-WAY OF THE DEDICATED REALIGNMENT OF SAID McINTOSH CIRCLE DRIVE IN SAID SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 22, THENCE SOUTH 2 DEGREES, 00 MINUTES, 48 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 1271.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26 IN FREEMAN'S MEDICAL CENTER SUBDIVISION; THENCE NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT (BEING THE NORTH RIGHT-OF-WAY LINE OF 34TH STREET) IF EXTENDED, A DISTANCE OF 280.67 FEET TO THE SOUTHEAST CORNER OF LOT 4 (BEING THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF 34TH STREET AND THE WEST RIGHT-OF-WAY LINE OF McINTOSH CIRCLE DRIVE); THENCE NORTH 10 DEGREES, 42 MINUTES, 01 SECOND WEST ALONG SAID RIGHT-OF-WAY AND THE EAST LINES OF LOT 4 AND LOT 3 A DISTANCE OF 331.85 FEET TO THE POINT OF BEGINNING: THENCE ALONG THE PLATTED PERIMETER OF SAID McINTOSH CIRCLE DRIVE RIGHT-OF-WAY AS PER THE CITY OF JOPLIN's REALIGNMENT PLANS THE FOLLOWING COURSES, DISTANCES, AND CALLS: THENCE NORTH 10 DEGREES, 42 MINUTES, 01 SECOND WEST 55.31 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 196 FEET, A CENTRAL ANGLE OF 39 DEGREES, 32 MINUTES, 54 SECONDS, WITH AN ARC LENGTH OF 135.29 FEET; THENCE NORTH 28 DEGREES, 50 MINUTES, 53 SECONDS EAST 369.81 FEET; THENCE

ALONG A CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 231.75 FEET, A CENTRAL ANGLE OF 33 DEGREES, 08 MINUTES, 52 SECONDS, WITH AN ARC LENGTH OF 134.07 FEET; THENCE NORTH 3 DEGREES, 10 MINUTES, 22 SECONDS WEST 241.74 FEET TO THE SOUTH RIGHT-OF-WAY OF 32ND STREET; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1096.26 FEET, A CENTRAL ANGLE OF 3 DEGREES, 08 MINUTES, 24 SECONDS, WITH AN ARC LENGTH OF 60.08 FEET; THENCE LEAVING SAID 32ND STREET RIGHT-OF-WAY SOUTH 3 DEGREES, 10 MINUTES, 22 SECONDS EAST 244.7 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 291.69 FEET, A CENTRAL ANGLE OF 32 DEGREES, 55 MINUTES, 99 SECONDS, WITH AN ARC LENGTH OF 167.60 FEET; THENCE SOUTH 28 DEGREES, 50 MINUTES, 53 SECONDS WEST 79.49 FEET TO THE CURRENT DEDICATED NORTHWESTERLY RIGHT-OF-WAY OF THE RE-ALIGNMENT OF McINTOSH CIRCLE DRIVE; THENCE ALONG SAID DEDICATED REALIGNED RIGHT-OF-WAY SOUTH 44 DEGREES, 21 MINUTES, 47 SECONDS WEST 105.66 FEET; THENCE ALONG SAID DEDICATED REALIGNED RIGHT-OF-WAY ON A CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 455 FEET, A CENTRAL ANGLE OF 46 DEGREES, 30 MINUTES, 02 SECONDS, WITH AN ARC LENGTH OF 369.27 FEET RETURNING TO THE POINT OF BEGINNING. CONTAINING 39,601 SQUARE FEET, OR 0.91 ACRES, MORE OR LESS. GRID BEARINGS BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

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

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

_____
Rob O'Brian, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
APRIL 20, 2026
MEETING MINUTES

CALL TO ORDER

The April 20, 2026, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Rob O'Brian.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Eli Moran.

ROLL CALL

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

PRESENTATIONS

Recognition of Keenan T. Cortez, Sr. as the 2024-2026 Mayor

Mr. DeTar, the former Mayor Pro Tem presented Mr. Cortez with plaques in recognition of his service.

Residential Trash Service Contract Presentation

Julie Davis, Representative from Burns McDonnell presented. Council discussion occurred and questions were asked. Concerns were voiced regarding the additional cart charge and changes to bulk pickup. Information will be forwarded to Council prior to the item being brought for formal consideration.

FINALIZATION OF CONSENT AGENDA

Ms. Price pulled Council Bill No. 2026-121 off the consent agenda. It will be heard under 2nd an 3rd Readings.

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS

The following residents addressed Council.

Amanda Bearden
Jen Wunder
Kaylann Loraine
Rich Thurman

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the April 6, 2026, Joplin City Council Meeting

Minutes of the April 13, 2026, Joplin City Council Special Called Meeting

COUNCIL BILL NO. 2026-122- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with APAC Central, Inc. in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) for the Mill and Overlay 2026 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective. **Ordinance No. 2026-057.**

COUNCIL BILL NO. 2026-262- AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and South Kodiak Rd, Newton County, Missouri. **Ordinance No. 2026-058.**

COUNCIL BILL NO. 2026-263- AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and generally known as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd St and South Kodiak Rd, Newton County, Missouri. **Ordinance No. 2026-059.**

COUNCIL BILL NO. 2026-264- AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-2 (Two-Family Residential) and include in R-2 HL (Two-Family Residential – Historic Landmark Overlay) property as described below and generally known as 612 West E Street, Jasper County, Missouri. **Ordinance No. 2026-060.**

COUNCIL BILL NO. 2026-265- AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Crafton, Tull & Associates, Inc. for Professional Planning Services relating to the creation of the Active Transportation and Bicycle & Pedestrian Plan updates for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2026-061.**

COUNCIL BILL NO. 2026-401- AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $310,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. **Ordinance No. 2026-062.**

COUNCIL BILL NO. 2026-402- AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $175,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. **Ordinance No. 2026-063.**

COUNCIL BILL NO. 2026-509- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2026-064.**

COUNCIL BILL NO. 2026-607-AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems the amount of $227,063.26, was budgeted and approved for FY2026 by Council during the budget process and finalized by Ordinance 2025-143 on October 20, 2025; and establishing a date when it shall become effective. **Ordinance No. 2026-065.**

COUNCIL BILL NO. 2026-608- AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Fourteen Thousand One Hundred Eighty-Eight Dollars and No Cents ($114,188.00) for the purchase of two (2) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. **Ordinance No. 2026-066.**

RESOLUTIONS

ORIDNANCES – EXPEDITED

COUNCIL BILL NO. 2026-118

Mr. Bard introduced Council Bill No. 2026-118 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an expedited clause. Motion by Mr. Bard, second by Mr. DeTar, that Council Bill No. 2026-118 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Moran, and O'Brian, 7. Nays: Cowles, Price, 2. **Ordinance No. 2026-067.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-113

Mr. Jackson introduced Council Bill No. 2026-113 - AN ORDINANCE authorizing the issuance of a Purchase Order to Central States Bus Sales Inc., in the amount of Ninety-six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of one (1) 2026 Ford Transit Van with Americans with Disabilities Act (ADA) compliant lift and Q'Straint System; by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2026-113 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.
The Bill was read as Council Bill No. 2026-113.

COUNCIL BILL NO. 2026-119

Mr. Cortez introduced Council Bill No. 2026-119 - AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective. Motion by Mr. Cortez, second by Mr. Jackson, that Council Bill No. 2026-119 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-119.

COUNCIL BILL NO. 2026-123

Mr. Copple introduced Council Bill No. 2026-123 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty- Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this ordinance shall become effective. Motion by Mr. Copple, second by Mr. DeTar, that Council Bill No. 2026-123 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-123.

SECOND AND THIRD READING

COUNCIL BILL NO. 2026-121

Mr. DeTar introduced Council Bill No. 2026-121- AN ORDINANCE approving Amendment #3 to Work Authorization OLS-OC24-001 with Olsson for professional engineering consultation services in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2026-121 move to second reading, advance to third and pass. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, and Price, 8. Nays: O'Brian, 1. **Ordinance No. 2026-068.**

UNFINISHED BUSINESS

Break took place at 8 PM. Meeting reconvened at 8:16 PM.

NEW BUSINESS

Mr. Copple thanks the public for the passage of Proposition Police and Fire.

Mr. Copple would like to address dispatcher/patrolmen pay plans along with the purchase of new fire trucks with the recent passage of the Proposition.

Mr. Copple would like to entertain a mid-year contract increase for the Joplin Area Chamber of Commerce. Discussion was held regarding amounts.

Discussion of Ryan Jackson's recent social media and KSN comments.

The following individuals addressed Council on this topic:

Ron Burch
Nicole Bearden
Cydney McKinnie
Andrew Lietz
Logan Alberts
Amber Jourdan
Natasha Klue-Michael
Thomas Jay
Lucas Sarakinis

All were in support of removal of Mr. Jackson from office.

City Attorney Edwards presented the item.

Mr. Cowles made a motion to censure Mr. Jackson for the behavior related to social media comments and the actions toward KSN as well. Mayor O'Brian requested that City Attorney be allowed to finish explaining the procedure.

City Attorney Edwards requested a vote to move forward with the contested case.

Motion by Mr. Cortez, seconded by Mr. DeTar, to move forward with the contested case proceedings. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.

City Attorney Edwards explained the procedure, introduced the contested case documents, and entered the exhibits into the record.

Mr. Jackson acknowledged that his conduct with members of the media was inappropriate, stating it was made in anger and poorly communicated. He issued an apology to those involved, clarified that no personal information was used, and indicated a willingness to accept Council action, including censure.

City Attorney Edwards stated that the Council could not determine the level of sanction until the record was complete, Council will have the opportunity to question Mr. Jackson, and Mr. Jackson will have the opportunity to conclude any statements.

City Attorney Edwards confirmed Mr. Jackson's request to proceed based on the factual record contained in the contested case documents. Mr. Jackson affirmed. City Attorney Edwards stated there were no disputes as to the factual statements in the contested case and referred Council to the Code of Ethics as the governing document.

The hearing regarding alleged violations of the Code of Ethics by Council Member Ryan Jackson continued. Mayor O'Brian asked Mr. Jackson if he had further comments.

Mr. Jackson addressed the Council, asserting his First Amendment rights and distinguishing between personal and official capacities. He stated that his exercise of personal viewpoints is separate from his official responsibilities and does not impact his ability to perform his duties.

The City Attorney Edwards clarified that:

A simple majority vote is required to determine a violation of the Code of Ethics.
A three-quarter majority vote of the full Council is required to impose sanctions.

Council members provided comments and asked questions regarding:

- Prior conduct and previous discussions addressing similar concerns
- Expectations for elected officials to uphold a higher standard of conduct
- The impact of public statements on constituents, including marginalized groups
- Allegations involving threatening or inappropriate statements toward a media outlet

Motion by Mr. Cortez, seconded by Mr. Copple, to affirm that Mr. Jackson violated the Code of Ethics. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, and O'Brian, 7. Nays: Price, 1. Abstain: Jackson, 1. **Motion passed.**

City Attorney Edwards advised that only one sanction may be imposed per action:

Censure
Suspension
Removal from office
Other disciplinary action

A three-quarter majority (7 votes) is required for any sanction.

Motion by Mr. Copple, seconded by Mr. DeTar that Mr. Jackson be removed from office. Voting in favor were Council Members: Copple, Cortez, DeTar, Moran, 4. Nays: Bard, Cowles, O'Brian, Price, Jackson, 5. **Motion failed.**

Motion by Mr. Cowles, seconded by Mr. DeTar to censure Mr. Jackson. Voting in favor were Council Members: Bard, Copple, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 8. Nays: Cortez, 1. **Motion passed, Mr. Jackson was formally censured. (Res. 2026-010)**

The hearing was closed.

Motion by Ms. Price, seconded by Mr. Jackson to direct the city attorney to immediately initiate an independent investigation into the allegations involving 3 Council members after the April 13th swearing in of council members, including reported intimidation, and to preserve all records. Voting in favor were Council Members: Cowles, Jackson, Moran, O'Brian and Price, 5. Nays: Bard, Cortez, Copple, DeTar, 4.

The meeting was adjourned at 9:36 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-113 – Issuance of Purchase Order to Central States Bus Sales, Inc., for purchase of one (1) 2026 Ford High Roof Transit Van with Americans with Disabilities Act (ADA) lift and Q' Straint One system.

MEETING DATE
April 20, 2026

ORIGINATING DEPT
Public Works – Transit

ATTACHMENTS
CB2026-113 Ordinance, Quote

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

SUMMARY
This Council Bill approves issuance of a Purchase Order to Central States Bus Sales, Inc., in the amount of Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of one (1) 2026 Ford High Roof Transit Van with Americans with Disabilities (ADA) lift and Q'Straint One System.

BACKGROUND
During the 2026 budget process, it was discovered procuring a diversified vehicle type into the Transit fleet could increase service flexibility while optimizing operational efficiency within the transit division. This vehicle was approved for FY2026 budget year and was budgeted for the sum of $150,000. Staff followed the purchasing policy for utilizing MODOT's state bid contract for the purchase of this vehicle. The bid process was conducted by MODOT. Following the useful life guidelines from The Federal Transportation Administration (FTA), this van will replace a cutaway vehicle that will have met or exceeded the useful life guidelines of 5 years or 150,000 miles.
The FTA share is $82,238.00. The local share is $14,513.00. The Federal Transportation Administration (FTA) will reimburse the City 85% of the cost of the vehicle.
This is a summary of the anticipated total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
2026 Ford High Roof Transit Van	$ 96,750.00	Transportation Sales Tax	Oct 2026
Grand Total	$ 96,750.00	Grant Funded 85%	

FUNDING SOURCE
The current cost of $96,750.00 is included in the voter-approved Transportation Sales Tax and is included in the FY2026 Budget.

RECOMMENDATION

Staff recommend approval of this Council Bill on 1ST reading.

Central States Bus Sales, Inc.
"The Bus Experts"
1200 Sugar Creek Square, Fenton MO 63026
636-343-6050 • FAX:866-300-8893 • 800-825-8273
www.centralstatesbus.com

Contract to Purchase

March 3, 2026

City of Joplin
Attn: Gina Thompson, Transportation Coordinator

Dear Gina,

Thank you for the opportunity to provide The City of Joplin with a vehicle that will meet all your transportation needs. Please review the vehicle details and pricing below. Pricing is based on meeting the cooperative purchasing requirements as stated in the state's purchasing contract. If you have any questions or require additional information, please feel free to contact me. I hope to have the pleasure of doing business with you for many years to come. Please note where applicable: **Tax, Title, and Licensing are the sole responsibility of the purchasing party.**

One (1) White, 2026, Ford Transit, conversion by MobilityTrans; State of MO High Roof Aluminum Floor.	$89,000.00 ea.
One (1) Q'Straint One option system	$7,750.00 ea.
2026 High Roof Aluminum Floor Ford Transit with option.	$96,750.00 ea.
Total (1)	**$ 96,750.00**

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Brady Sears

Brady Sears
Senior Commercial Bus Regional Sales Manager
Central States Bus Sales, Inc.

COUNCIL BILL NO. 2026-113 ORDINANCE NO.

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

WHEREAS, Central States Bus Sales Inc., holds the MODOT Transit Contract for the 2026 Ford Transit Van with American Disabilities Act (ADA) Compliant lift and Q'Straint System.

WHEREAS, in the FY2026 budget process, Council approved and budgeted funds to cover the replacement of a transit vehicle.

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

Section 1. That a Purchase Order to Central States Bus Sales Inc., in the amount of, Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of (1) one 2026 Ford Transit Van with Americans with Disabilities Act (ADA) compliant lift and Q'Straint System be, and the same, is hereby approved.

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

Section 3. That Fiscal Year 2026 budget reflects an appropriation for the replacement of a transit vehicle.

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

Section 5. That upon its passage this Council Bill shall have an effective date of May 5th ,2026.

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

_____

Keenan T. Cortez, Mayor

COUNCIL BILL NO. 2026-113

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-119 Agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. (MNA), and the City of Joplin for improved warning devices at the Enterprise Avenue railroad crossing.

MEETING DATE
April 20, 2026

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2026-119 Ordinance, Supplemental Agreement

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

SUMMARY
This Council Bill approves an agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., and the City of Joplin for improved warning devices.

BACKGROUND
In 2025, City of Joplin staff, MNA staff, and MoDOT railroad division staff met at the Enterprise Avenue Railroad Crossing to discuss a potential upgrade to the crossing. After meeting on site, the Missouri Highways and Transportation Commission recommended an upgrade for improved warning devices with the Commission providing funding. MNA will install the warning devices. The City of Joplin is part of the agreement as it will be along a city street.

FUNDING SOURCE
This agreement is funded by the Missouri Highways and Transportation Commission.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading

CCO Form: MO66
Approved: 04/04 (BDG
Revised: 11/25 (TLP)
Modified: 01/26 (MWH)

Enterprise Rd
City of Joplin
County of Jasper
DOT Crossing# 919820R
Job No. RRP 024S(044)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT FOR
HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and City of Joplin (hereinafter, “Agency”), pursuant to the terms of a Master Agreement For Improved Warning Devices between the Railroad and Commission executed by the Railroad on April 29, 1993, and by the Commission on May 20, 1993.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing in Joplin, Missouri, where Enterprise Rd intersects Railroad's tracks at a point known as DOT Crossing #919820R (hereinafter the “Enterprise Rd Grade Crossing”); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the Manual on Uniform Traffic Control Devices (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on May 06, 2025, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the Enterprise Rd Grade Crossing (hereinafter, the “Project”)

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad’s installation of new flashing light signals and gates,and one pair of sidelights in the northeast quadrant, all with LED lights, new power meter and pole/pedestal, a new signal bungalow at the northeast quadrant with redundant motion detection circuitry, installation of Do Not Stop on Tracks

sign, and a new concrete crossing surface at the Enterprise Rd Grade Crossing (US DOT# 919820R).

(B) The scope of work also includes the Agency's installation of W10-1 Advance Warning Signs and installation of a Stop Bar in front of approach Stop Sign.

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in subsection (2)(A) and section (5) of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in subsection (2)(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in subsection (2)(A) and section (5), all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement.

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in subsection (2)(A) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Enterprise Rd Grade Crossing, which was conducted on May 6, 2025 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit A; the Detailed Cost Estimate shall be attached as Exhibit B; and both Exhibits A and B shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving this Project, shall furnish all labor and material and complete the work described in subsection (2)(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in Title 23 Code of Federal Regulations (hereinafter, "CFR") Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(B) The Agency shall complete its performance of the work described in subsection (2)(B) of this Supplemental Agreement in accordance with the Ordered

Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in subsection (2)(A) and in section (5) of this Supplemental Agreement and the Agency will furnish all the material and do the work described in subsection (2)(B), each with its respective own forces, or may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 CFR Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 CFR and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in subsection (2)(A) at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary. The Agency shall maintain the W10-1 Advanced Warning signs that it installs in accordance with subsection (2)(B) of this Supplemental Agreement, using the Agency's own funds.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad.

(11) PAYMENT PROVISIONS:

(A) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to Title 23 United States Code (hereinafter, "USC") 130, for one hundred percent (100%) of the costs incurred by the Railroad for its work as described in subsection (2)(A) and section (5) of this Supplemental Agreement. If an audit reveals that the Railroad has been overpaid, the Railroad shall immediately refund the Commission for such overpayment. If an audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(B) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall

thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(12) AGENCY OBLIGATION: In addition to performing the work described in subsection (2)(B) of this Supplemental Agreement, the Agency hereby agrees to cooperate in the handling of traffic during all of the work described in subsection (2)(A).

(13) INDEMNIFICATION: To the extent allowed or imposed by law, the Railroad and the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Railroad's or the Agency's wrongful or negligent performance of its obligations under this Agreement.

(14) INSURANCE:

(A) The Railroad and the Agency is required or will require any contractor procured by the Railroad or the Agency to work under this Agreement:

1. To carry commercial general liability or railroad liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation (MoDOT) and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(15) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530 RSMo no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars ($5,000) by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the

employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

http://www.dhs.gov/xprevprot/programs/gc.1185221678150.shtm.

(B) By sworn affidavit, the Railroad affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

(16) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (AHC), in accordance with section 389.610 RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency, and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(17) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation (USDOT), the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad or the Agency is providing services or operating programs on behalf of MoDOT or the Commission, they shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and the Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin,

age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad or the Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad or the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts ii has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad or the Agency fail to comply with the nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as ii or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad or the Agency complies; and/or

2. Cancellation, termination, or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of this Section of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad or the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad

and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(18) COMPLIANCE WITH LAWS: The Railroad and the Agency shall comply with all applicable federal, state, and local laws and regulations in the performance of this Supplemental Agreement.

(19) BUY AMERICA: The Railroad and the Agency agree to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

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

(21) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(22) ASSIGNMENT: The Railroad and the Agency shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission.

(23) LAW OF MISSOURI TO GOVERN: This Supplemental Agreement shall be construed according to the laws of the State of Missouri. The Railroad and the Agency shall comply with all local, state, and federal laws and regulations relating to the performance of this Supplemental Agreement.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Supplemental Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) CANCELLATION: The Commission may cancel this Supplemental Agreement at any time for a material breach of contractual obligations by providing the Railroad and the Agency with written notice of cancellation. Should the Commission exercise its right to cancel the Supplemental Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(26) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. These records must be available at all reasonable limes at no charge to the Commission and/or its designees or representatives during the period of this Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(27) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in subsection (2)(A) or section (5), the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(28) AUTHORITY TO EXECUTE: The signers of this Supplemental Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Supplemental Agreement.

(29) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the _____ day of _____, 20____.

Executed by Railroad on _____ (date).

Executed by Agency on _____ (date).

Executed by MHTC on _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Name: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

By: _____

Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

City Ordinance No._____

Exhibit A

[to be attached hereto]

Exhibit B

[to be attached hereto]

Exhibit C

Annual Worker Eligibility Verification Affidavit

[to be attached hereto]
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

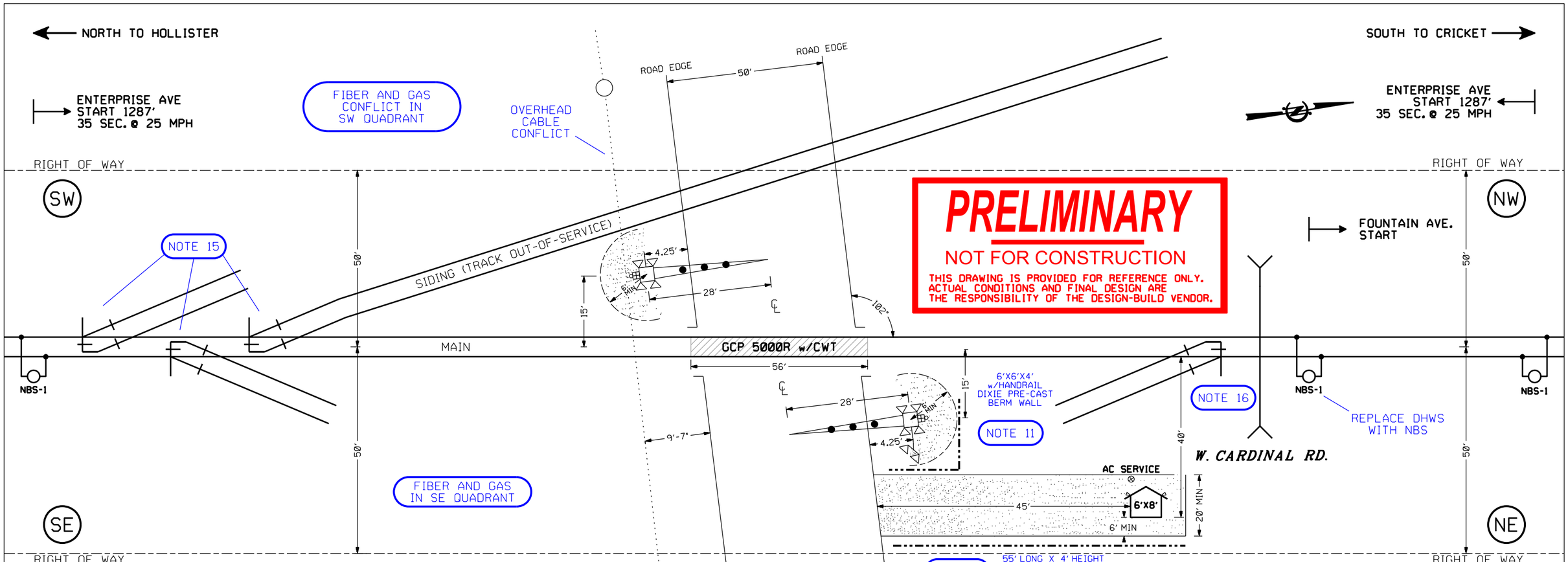
STATE OF _____)
) ss.
COUNTY OF _____)
On the _____ day of _____, 20_____, before me appeared (Affiant's name:)_____, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the (Title:)_____ of MISSOURI & NORTHERN ARKANSAS RAILROAD CO., INC. and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

_____
Notary Public
My commission expires:



PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

APPROACH DISTANCE CALCULATION		NORTH		SOUTH
ACTUAL PRIME CROSSING WARNING TIME		30 SEC		30 SEC
TIME FOR CROSSING CLEARANCE DISTANCE > 35'	+	0 SEC	+	0 SEC
TRAFFIC PRE-EMPTION TIME	+	0 SEC	+	0 SEC
TOTAL CALCULATED DESIGN WARNING TIME		30 SEC		30 SEC
EQUIPMENT RESPONSE TIME	+	5 SEC	+	5 SEC
BUFFER TIME	+	0 SEC	+	0 SEC
TOTAL WARNING TIME FOR APPROACH DISTANCE CALCULATION		35 SEC		35 SEC
CALCULATED AT MAXIMUM TRAIN SPEED	x	25 MPH	x	25 MPH
RATIO OF FEET PER SECOND TO MILES PER HOUR	x	1.470	x	1.470
APPROACH LENGTH (ROUNDED UP TO THE NEXT FOOT)		1287 FEET		1287 FEET

= NOTE

⊗ - LOCATION OF AC SERVICE

○ - UTILITY POLE

benesch
engineers · scientists · planners
Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
630-577-9100 Job No. 2226-3G0405.68

NOTES;

1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCD, STATE AND RAILROAD STANDARDS.
2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
3. FLASHLIGHT SIGNALS TO BE LIGHT EMITTING DIODE ASSEMBLIES (LED).
4. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
5. APPROACH DISTANCES ARE TO BE MEASURED FROM THE TERMINATIONS TO CLOSEST SET OF TRACK LEADS AT CROSSING.
6. CONDUIT MUST BE BORED.
7. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
8. INSTALL FOUNDATIONS TO AVOID UNDERGROUND UTILITIES.
9. ENSURE ALL DITCHES ALONG THE TRACKS IN ALL FOUR QUADRANTS HAVE POSITIVE DRAINAGE FLOW TO 100' FROM THE HIGHWAY.
10. CAMERA SYSTEM TO BE PROVIDED AND INSTALLED BY VENDOR
11. INSTALL BERM WALL FOR WARNING DEVICE IN NE QUAD.
12. INSTALL BERM WALL IN NE QUAD FOR SIGNAL BUNGALOW.
13. BUNGALOW TO BE SET TO 40 FEET FROM OUTSIDE RAIL AND 45 FEET FROM CURB.
14. CITY TO INSTALL STOP BAR IN NE QUADRANT.
15. SB APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES. SWITCH INSULATION PACKAGES REQUIRED.
16. NB APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH. SWITCH INSULATION PACKAGE REQUIRED.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

PROPOSED CROSSING LAYOUT

REVISIONS

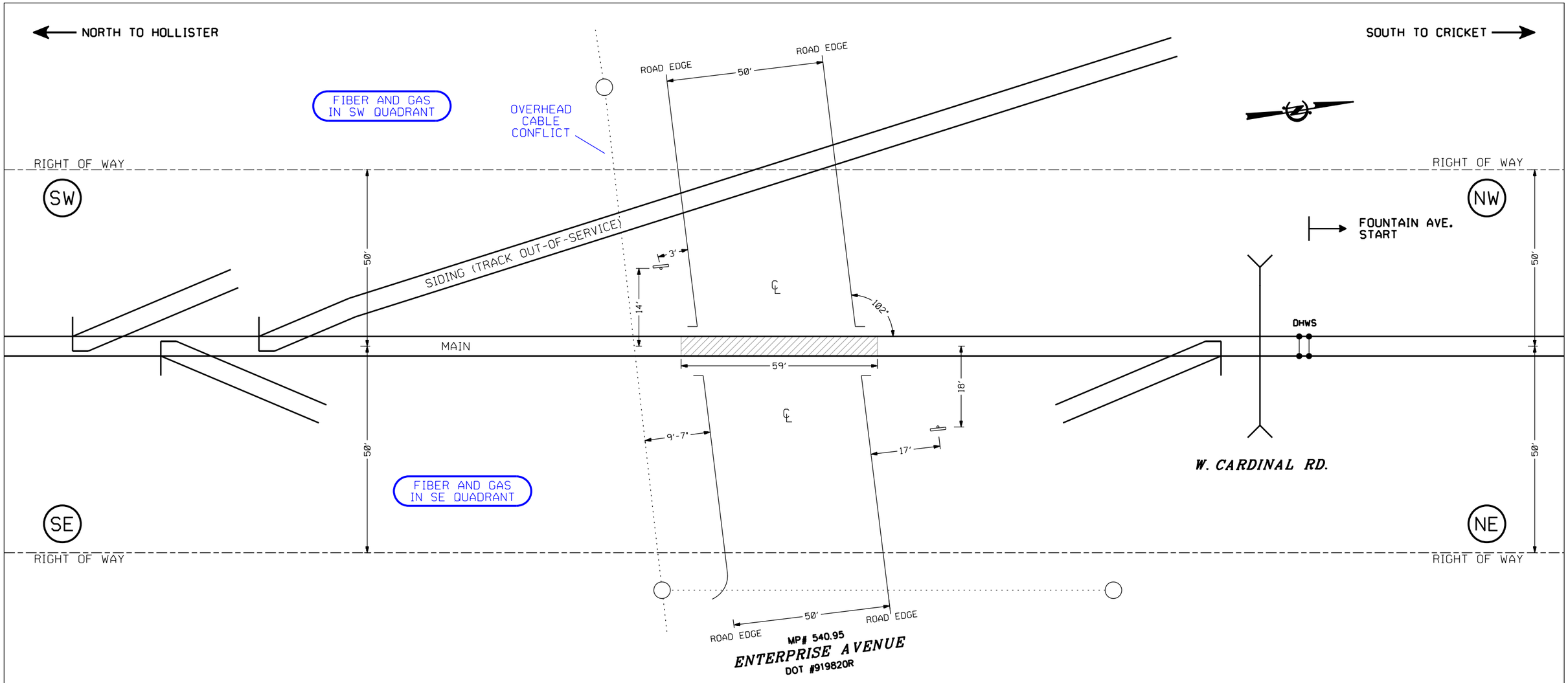
THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H01
SHEET 01 OF 01



= NOTE

⊗ - LOCATION OF AC SERVICE

◯ - UTILITY POLE

benesch
engineers · scientists · planners
Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
630-577-9100 Job No. 2226-3G0405.68

PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

NOTES:

1. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
2. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
3. SOUTHBOUND APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES THAT WILL REQUIRE SWITCH INSULATION PACKAGES.
4. NORTHBOUND APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH THAT WILL REQUIRE A SWITCH INSULATION PACKAGE.
5. ON RR SOUTH SIDE OF PROJECT CROSSING, SOUTHBOUND APPROACH START FOR FOUNTAIN AVENUE IS 1043 FEET FROM ROAD EDGE.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

EXISTING CROSSING LAYOUT

REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H02
SHEET 01 OF 01

Force Account Estimate

OOM

Railroad:	Missouri & Northern Arkansas Railroad Company, Inc.	**Region:**	American
Agency:	Missouri Department of Transportation	**State:**	MO
DOT #:	919820R	**COUNTY:**	Jasper
ROADWAY:	Enterprise Ave	**CITY:**	Joplin
DESCRIPTION:	Order of Magnitude Estimate associated with warning device upgrades and new surface reconstruction. Updated FAE will be provided at a later date after Bids have been received.		
AGENCY PROJECT NUMBER:	RRP-024S(044)	**ESTIMATE SUBJECT TO REVISION AFTER:**	**05/17/26**

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services	$	25,000
Subtotal	**$**	**25,000**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services	$	17,000
Subtotal	**$**	**17,000**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services	$	21,000
Subtotal	**$**	**21,000**
UTILITY WORK:		
Power Service	$	10,000
Other	$	-
Subtotal	**$**	**10,000**
CONTRACT WORK:		
Outside Services	$	-
Railroad Protective Liability	$	4,494
Crossing Surface	$	242,000
Crossing Signals	$	400,000
Subtotal	**$**	**646,494**
RAILROAD TRACK:		
Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:		
Labor & Material	$	-
Subtotal	**$**	**-**
PROJECT SUBTOTAL:	**$**	**719,494**
Contingencies: **10.00%**	$	71,949
Public Project Additive: **6.00%**	$	47,487
PROJECT TOTAL: **********	**$**	**838,930**
CURRENT AUTHORIZED BUDGET: **********	**$**	**-**
TOTAL SUPPLEMENT REQUESTED: **********	**$**	**838,930**

DIVISION OF COST:

Agency	100.00%	$	838,930
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: BPB **Approved by:** **Public Project Department**

DATE: 05/22/25 **REVISED:** 11/18/25 **DATE:** 11/18/25

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On the 15 day of October, 2024, before me appeared (Affiant's name:) Gregory M. Feyerabend who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the *(Title:)* General Manager of Missouri Northern Arkansas Railroad, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Notary Public

My commission expires: 04-28-28

[documentation of enrollment/participation in a federal work authorization program attached]

DESTINY RINGEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 20712640
My Commission Expires Apr 28, 2028

COUNCIL BILL NO. 2026-119 **ORDINANCE NO**

AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin, the Missouri Highways and Transportation Commission, the Missouri & Northern Arkansas Railroad Company, Inc. desire to enter into an agreement whereby the Missouri & Northern Arkansas Railroad Company, Inc. will install improved warning devices funded by the Missouri Highways and Transportation Commission where Enterprise Avenue intersects the railroad tracks at DOT Crossing #919820R.

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

Section 1. That the agreement by and between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of May 5, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-123 Construction Agreement between City of Joplin and Masters Elevator Co. LLC for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4.

MEETING DATE
April 20, 2026

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2026-123; Agreement; Bid Summary

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

SUMMARY
This Council Bill approves an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4.

BACKGROUND
The City of Joplin Maintenance Division has identified two elevators that are currently non-operational—one located at the Donald E. Clark Justice Center and another at Fire Station #4. In an effort to restore functionality and modernize these systems, the City initiated an elevator modernization project. In accordance with the City of Joplin's procurement policies, a request for bid proposals was publicly advertised in the Joplin Globe on March 14, 2026. Bids were subsequently received on April 1, 2026. A total of two bids were submitted, and Masters Elevator Co. LLC was selected as the lowest responsive bidder. Construction oversight and project management for the elevator modernization will be performed by City staff to ensure compliance with project specifications and standards.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Justice Center	$109,617.60	CIST	December 1, 2026
Fire Station #4	$70,765.60	CIST	December 1, 2026
Grand Total	$180,383.20	CIST	December 1, 2026

FUNDING SOURCE

This is included in the FY 2026 Budget in the Capital Improvement Sales Tax - City Building Maintenance

RECOMMENDATION

Staff recommends approval of Council Bill 2026-123 on 1st reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Masters Elevator Company, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Masters Elevator Company, LLC Address: 725 N. Scott Ave. Belton, Mo. 64012	
Attention: Jeff Tennis		Attention: Dan Moreno	
Department: Facility Maintenance		Phone: 1-816-952-6033	Fax:
Phone: 417.624.0820 ext: 1299	Fax: 417.624.4620	Project: Elevator Modernization	

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

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

ELEVATOR MODERNIZATION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $180,383.20 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (https://www.joplinmo.org/DocumentCenter/View/12663/2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $100.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

by Contractor during construction.

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 ($183,383.20) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Masters Elevator Company, LLC

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

COUNCIL BILL NO. 2026-123 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of May 5, 2026.

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

ATTEST: _____
Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2026-07 – PY 2026 CDBG and HOME Action Plan.

MEETING DATE
May 4, 2026

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

SUMMARY
The following is a resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2026.

BACKGROUND
The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document. The process for developing the Once Year Action Plan included: Two public meetings (January 8, 2026, March 5, 2026); Two 30-day public comment periods (January 23 – February 22, 2026 and March 6 – April 6, 2026);

Final FY2026 allocations are $529,012.00 CDBG funds and $553,383.38 HOME funds

The most significant change from previous years is CDBG funded home rehab.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
2026 Action Plan Quick Glance
2026 CDBG & HOME Action Plan
Resolution No. 2026-07

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2026 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$529,012.00**
HOME INVESTMENT PARTNERSHIP:	**$553,383.38**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**14 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

SLUM AND BLIGHT – UNSPENT PREVIOUS PLAN	2 FACADES

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$539,147.00**
HOME REHABILITATION	**$355,209.60**

Funding to improve housing conditions throughout the City of Joplin for income qualifying households. Includes emergency repair and substantial repair components.

COORDINADED ENTRY PROGRAM — $ 50,000.00

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

HOMELESS COALITION HMIS FUNDING — $ 17,000.00

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

ADMINISTRATION AND PLANNING — $ 105,802.40

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board for the promotion of Fair Housing.

HOME INVESTMENT PARTNERSHIPS PROGRAM $553,383.38

CHDO ACTIVITIES — $498,045.04

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

PROGRAM ADMINISTRATION ACTIVITIES — $ 55,338.34

Pro-rata share of Planning/ Community Development staff and overhead.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The PY 2026 Action Plan identifies projects and activities meant to address the needs and goals of the 2025-2026 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next program year. This is the second Action Plan under the current consolidated plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

- Public Services Activities (HMIS funding, Coordinated Entry Program, Neighborhood Clean Up & Tool Lending library)
- Homeowner Rehabilitation (Substantial and Emergency Repair)
- CHDO Homebuyer & Rental New Construction
- Façade Grants – Slum & Blight removal

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

All programs funded with CDBG and HOME are monitored by City staff and by HUD to ensure compliance. Since the 2020 Consolidated Plan the Entitlement Program has been monitored twice by HUD and reviewed by the City Audit three out of five years with no findings. The most recent Consolidated Annual Performance Evaluation Report is currently in review. The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, neighborhood and public improvements. Since the period of the last Consolidated Plan the City has made significant progress to expand Community Housing Development Organization (CHDO) capacity, improved public service grant delivery, and continues to formulate a long-term neighborhood plan approach for target areas, particularly multi-year planning for infrastructure projects in target neighborhood. Existing housing condition was addressed under previous plans through home repair

programs that ended due to infeasibility, however home rehab is a present need that has not been met through the entitlement for several past plans. Neighborhood Cleanup activities are undertaken annually, and the Tool Lending Library continues to operate for income qualifying residents of the City.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings in the publication of record for Jasper County, the Joplin Globe (January 22, 2026 at the Joplin City Hall; and March 5, 2026 at Joplin Public Housing Authority for in person attendance.
- Online presentation to the Homeless Coalition January 12, 2026
- Two 30-day public comment period (January 1st, 2026 - February 22, 2026 & March 6th, 2026 – April 5, 2026)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the May 4, 2026 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Email comment and public meeting at PHA

Further request to use public service dollars for cold weather shelters for homeless populations.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were not accepted due to ineligibility as in previous years.

7. Summary

Need for public service dollars exceeds the cap of 15% of the grant. Alternative sources for current public service programs would allow more availability for public service dollars to be spent on additional community needs, however, alternative sources must be obtained first for current activities funded are required activities by HUD to receive substantial Continuum of Care dollars, those activities are already underfunded, and at present there are no alternative sources.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Joplin	Planning, Development and Neighborhood Services
HOME Administrator	Joplin	Planning, Development and Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 1510

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. The highest public participation was the public meeting held at the PHA in the formulation of this Action Plan. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area, and we will be partnering with them to develop strategies by which to remedy this and other problems. The public housing authority was recently added to have a default position on the Homeless Coalition Executive Board. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to promote fair housing and to ensure regular contact and awareness of activities performed by both entities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees including the Vice-Chair for the Homeless Coalition and chair of the Prioritization Committee. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area.

The City has recently completed a homelessness strategic plan. The focus of the is creating a regional commission on homelessness to better engage with surrounding jurisdictions and agencies, as well as system of care team to enhance coordination between providers and develop key initiatives for implementation to be utilized by all providers. In the furtherance of this plan the Homeless Coalition has recently updated the Charter, and formalized the reams and expanded the Executive Board.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; However the involvement over the allocation of ESG funds is limited to staff serving as chair on the prioritization committee as a member of the coalition who does not apply for ESG. However, the City does provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Agencies, groups, organizations and others who participated in the process and consultations

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION OF THE SOUTHWEST AREA
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are a CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	One Joplin
	Agency/Group/Organization Type	Regional organization Planning organization Coalition
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.
5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education.
6	**Agency/Group/Organization**	US Ignite, INC
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Joplin is a member of US Ignite as part of the Smart Cities resiliency program. Currently the City is conducting a broadband gap analysis as part of this partnership. Link to surveys are on the Joplin Website https://www.joplinmo.org/1124/Smarter-Joplin. Smarter Joplin is also part of the resiliency component of the Disaster Recovery Program.
7	**Agency/Group/Organization**	Joplin Economic Housing Development Initiative
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization Community Housing Development Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Currently the most active CHDO in the Consortium and was key to planning to meet expenditure needs for the Consortium.
	Agency/Group/Organization	Missouri Stat Public Defender's Office

8	**Agency/Group/Organization Type**	Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency attended the CoC meeting to coordinate services with the CoC and provide a presentation
9	**Agency/Group/Organization**	Missouri Department of Mental Health
	Agency/Group/Organization Type	Housing Services - Housing Services-Behavioral Heath Services-Elderly Persons Service-Veterans Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Member of the Homeless Coalition and primary provider of shelter care+
10	**Agency/Group/Organization**	Veterans Administration
	Agency/Group/Organization Type	Housing Services - Housing Services-Veterans Services-Elderly Persons Service-Fair Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the CoC meeting
11	**Agency/Group/Organization**	Joplin Job Center
	Agency/Group/Organization Type	Services – Job Training Services-Youth
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The principle provider of LMI job training in the area, hope to coordinate in the future

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City does not identify any agencies which there would be a rational for not consulting. Some agencies might not be directly listed, but only due to their participation being achieved through program administration of other organizations and coalitions. For example, Jasper County is not listed as an agency consulted but Economic Security Corporation operates the Jasper County Public Housing Authority and Unincorporated Jasper County is a member of the Joplin HOME Consortium, and therefore is consulted through other means. Further enhancement to ensure agencies are not missed in consultation is the creation of the Regional Commission on Homelessness brining many stakeholders together in a single body to streamline consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Homeless Coalition of SWMO	Concurrence
2012 Comprehensive Plan	City of Joplin	Housing
2021 Comprehensive Housing Study	City of Joplin	Housing
2024 Strategic Homelessness Plan	City of Joplin	Homelessness/Housing

Table 3 – Other local / regional / federal planning efforts

Narrative

The City of Joplin Engineering department is responsible for floodplain management with the Director of Engineering being the designated floodplain manager. Currently the department has completed a multi-year flood plain FIRM update in coordination with MO DNR and has

identified eight flood control projects that was to be completed in the next 10 years, however many have been addressed with ARPA funds received and will be finished by the end of 2026.

Further the Emergency Management Department of the City of Joplin is responsible for response and resiliency to disasters. Feedback and regional consultation is regularly conducted through partnerships and committees such and the Local Emergency Planning Committee, the Jasper/Newton County Emergency Healthcare Coalition, the Community Organizations Active in Disaster Coalition, and the Four Corners Emergency management group form all four states in this region. Public education and training are provided by the department to improve local resiliency to disasters and are regularly located in LMI areas. https://www.joplinmo.org/221/Plan-Prepare

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Currently the City of Joplin solicits feedback from the public in accordance with the Citizen Participation plan including two public meetings, two comment periods, Council meetings, newspaper adds and internet outreach. Further stakeholder engagement is held with discussion with current participant and subrecipients in the program reviewing program performance. Community Development activities funded by Housing and Urban Development are also included in the framework for discussion for any activities taking place in target areas identified in current action plans. For example, Historic Preservation efforts such as nomination of National Register Districts in LMI neighborhoods involve public engagement with respect to ongoing Community Development efforts and not solely those related to Historic Preservation.

At present the Communication and Marketing Department is developing platforms that will greatly enhance participation, which has been a need identified for many years.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.	The Homeless Coalition provided feedback at the positive effect of funding to Coordinated Entry		http://www.joplinglobe.com/
2	Internet Outreach	Non-targeted/broad community				https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications
3	Public Meeting	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Allocations have been announced and the table below represents final allocation

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services Homeowner Rehab	529,012			529,012	2,116,048	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	553,383			553,383	2,213,533	
Other	public - federal	Public Improvements Other	3,600,000			3,600,000	3,600,000	This is an estimated amount of CDBG-DR I funds available during the reporting period. CDBG-DR II is closed.

Other	public - federal	Acquisition Housing Supportive Services	1,600,000			1,600,000	1,600,000	The Amount of HOME-ARP Funds

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Joplin's CDBG and HOME allocations compliment a number of other federal, state and local resources. There is the potential for layering and coordinating with local non-profits in order to do more impactful projects. Examples might include revitalizing neighborhoods with the help of our CHDO who could also do projects with MHDC funds. The CHDO is already partnering with for-profits on LIHTC projects. Other examples are assisting Public Works infrastructure projects, incentivizing the prioritization of neighborhood infrastructure and scaling the size of the same project compared to it just being funded with entitlement funds. The City currently has a balance of HOME match. To maintain the balance the City regular waives permit fees for HOME eligible projects.

The City intends to encourage use of private financing with HOME funds, and has successfully done so with the first rental units constructed with substantial investment from the developer being included along with the HOME assistance. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Community Development has previously funded clean title activities for housing agencies. The division also coordinates the identification of Jasper County Trust properties for housing partners.

Discussion

Using the City's annual allocations over the course of the next four years, the City's goal will be to develop and revitalize the low-moderate income areas of the community. Neighborhood infrastructure in East Town has been significantly improved and priority can now be shifted to home rehab one again if CDBG is reallocated.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership. When an extremely low-income household applies to the homeowner new construction program, they heavily subsidized if the household is determined to have the minimum incomes to sustain the maintenance of the property. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Safe, decent affordable housing	2025	2029	Affordable Housing	Citywide	Safe Decent Affordable Housing	CDBG: $355,209.60 HOME: $498,045.04	Rehab: 14 Rental Units: 6 Homebuyer: 2
2	Improve infrastructure and Encourage economic Dev	2025	2029	Non-Housing Community Development	SUNSHINE LAMP DISTRICT Census Tract 101	Public Infrastructure and Facility Improvements		Facade treatment/business building rehabilitation: 2 Business
3	Improve livelihood through Public Service Activity	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services for Low income and Special Needs	$68,000	Tenant-based rental assistance / Rapid Rehousing: 200 Households Assisted Homeless Person Overnight Shelter: 200 Persons Assisted

Table 2 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide Safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve infrastructure and Encourage economic Dev
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
3	**Goal Name**	Improve livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity.

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	2026 CDBG Planning and Admin
2	2026 HOME Planning and Admin
3	2026 CHDO Activities
4	2026 Rehab
5	2026 Public Service Activities

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Coordinated Entry program continues to assist the Homeless Coalition provide services to current needs. Funding will remain at current levels while the observed increase in demand of services is observed HOME funds have been allocated based on past performance and production has increased significantly as a form homebuyer new construction. Lack of funding is the most significant obstacle to serving underserved needs. Slum and Blight funds have been expended. The new target area for slum and blight renewal is still in the Sunshine lamp District, however further south than before, one the area received designation. The most significant change in this action plan is the move of infrastructure dollars to home rehab. The proposed program will operate in two parts with an emergency repair and more substantial repair component.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2026 Public Service Activities
	Target Area	Citywide
	Goals Supported	Improve livelihood through Public Service Activity
	Needs Addressed	Public Services for Low income and Special Needs
	Funding	CDBG: $68,000 under this plan.
	Description	Public services provided through the Homeless Coalition including funding for HMIS and Coordinated Entry. Further programs include Tool Lending Library and Neighborhood Cleanup funded under this plan
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	200 select clientele individuals. Tool Lending Library/approximately 20 income qualifying individuals
	Location Description	
	Planned Activities	
2	**Project Name**	2026 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $498,045.04
	Description	

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Area is throughout the HOME Consortium. Activities include all provision of new housing received from a designated CHDO that meet HOME eligibility, however, and will included single family and rental construction.
3	**Project Name**	2026 Rehab
	Target Area	Citywide
	Goals Supported	Safe Decent and Affordable Housing
	Needs Addressed	Safe Decent and Affordable Housing
	Funding	CDBG: $355,209.60
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	14 Homes Citywide
	Location Description	Citywide
	Planned Activities	
4	**Project Name**	2026 CDBG Planning and Admin
	Target Area	Citywide

	Goals Supported	Provide Safe, decent affordable housing Improve infrastructure and Encourage economic Dev Improve livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low income and Special Needs
	Funding	CDBG: $105,802.40
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	2026 HOME Planning and Admin
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing Improve infrastructure and Encourage economic Dev Improve livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low income and Special Needs
	Funding	HOME: $55,338.34
	Description	

	Target Date	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has a few census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106.1, 108, and 110 have been the traditional LMI tract in the City. Census tract 106.2 has since been reclassified since the 2020 Census. Public improvements for FY 2023 will be concentrated in tract 101, more specifically in the East Town neighborhood. Additionally, HOME projects will be located within the Consortia area with hopes to serve unserved Consortium members.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	**100**

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area. It is also a very large neighborhood and has been a multi-year effort to improve the neighborhood Infrastructure.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects, including historic preservation activities, are underway and are meant to stabilize the target area on a long-term horizon. Further opportunity will be available for the target areas contingent on the Use Tax funded activities that are selected for implementation, especially the neighborhood and hosing related programs.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported
Homeless - 200
Non-Homeless - 20
Special-Needs
Total - 220

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units - 6
Rehab of Existing Units - 14
Acquisition of Existing Units
Total - 20

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new housing inventory, we hope to further affordable housing for citizens.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. Further, the PHA is currently in the process of implementing a Rental Assistance Demonstration to create greater flexibility and cost efficiency in program delivery.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

First, the Housing Authority of Joplin regularly has resident representation on the governing Board. One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development division hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

No

Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. This years point in time count was a departure from previous years. Total homeless individuals decreased by 4% but unsheltered increased by 18%. Weather was good for the count however overall numbers were still down.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

In the last year, the Coalition street outreach team has doubled street outreach from one a month to every other week. The City has also recently completed a Homelessness strategic plan. Parallel to the finalization of the pan the City of Joplin Police Department has been exploring the staffing of social workers as part of the department to conduct outreach with the homeless at the recommendation of the Chief of Police.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate

service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) has established a new facility in the former Washington Elementary School for women with children, and is looking to build a tiny home community. Vita Nova Village in also in the process of developing a tiny home transitional housing community.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied

youth are tracked monthly and prioritized.

The Homeless Coalition established committees to address chronically homeless, families with children, veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction. This role has been greatly increased in the last year due to the pandemic and pending evictions once the moratorium is no longer in affect.

Discussion

The Homeless Coalition has adopted a new charter to hopefully increase area participation and collaboration. The new framework includes workgroups to continually work on improving the system of care, coalition data and information sharing and public education and outreach to enhance service

delivery.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Continuum of Care reports a shortage of one bedroom or single occupant rentals. Further, many providers that do provide affordable units might not provide accessible units. The largest supplier of accessible units in the area is the PHA and the waitlist is often highly populated by those with a disability requiring an accessible unit.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Analysis of Impediments to Fair Housing was suspended due to Executive Order. The City will certify that it will not create barriers through policies as part of the submission of this plan.

Discussion

HOME funded activities have, particularly CHDO activities, have made great improvement in modifying building plans to create accessible units including, slab on grade foundations and budgeting for on site alterations prior to move in for applicants that require accommodation.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City is continuously conducting a prioritization process for a number of action plans to address neighborhood needs, neighborhood revitalization, housing and homelessness.

Actions planned to address obstacles to meeting underserved needs

FY2026 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 8 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. The home rehab will be at a scale not seen as part of an action plan in many years.

Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations with the assistance of City employees certified is lead risk assessment. In addition, the City is launching a sizeable Lead Hazard Reduction Grant funded program in 2026 with potentially 100 homes mitigated.

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the current consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has continues involvement with One Joplin, a coalition of non-profits within the City, the Homeless Coalition and the Regional Commission on Homelessness. Partnerships with these group will help with outreach and programming and allow for excellent delivery of services, and hopefully leverage new local sources of funding. City staff has representation to the One Joplin steering team and the Community Development Planner is on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The new Homeless Coalition Charter is specifically developed to enhance

institutional structure and the Regional Commission exists to keep local jurisdictions engaged with respect to homelessness.

Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The Assistant City Manager sits on the steering team of One Joplin. The consortium CHDO is regularly developing relationships with private developers and has partnered on LIHTC applications.

Discussion

As mentioned in other sections in this plan, the Use Tax and ARPA funds are being used to fund activities in addition to the resources available to Community Development activities related to Housing, Homelessness, neighborhood services and neighborhood revitalization.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The consortium CHDO has been very useful in seeing additional sources. Federal Home Loan Bank funds are currently being utilized to build a veterans 10 unit apartment building.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be

retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

   When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City currently has no plans to use HOME funds for such refinancing.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City currently has no plans to use HOME funds for TBRA.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services

received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Rental production will not have a preference unless it is a requirement of another source of funding that is part of the development.

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City of Joplin
Planning, Development
and Neighborhood Services
602 S Main St
Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one year Action Plan (PY 2026) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2026 is $515,502.00. The estimated amount of HOME fund to be received for fiscal year 2026 is $540,318.51. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Thursday January 22, 2026, 5:30 p.m. to 6:30 pm, in the 5th floor conference room of Joplin City Hall located at 602 S. Main Street, Joplin, MO 64801. Attendees may come at any time to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2026 Action Plan and previous program performance. The public comment period will begin on Friday, January 23rd and end on Sunday, February 22nd. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplin-mo.org. Copies of the draft FY2026 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development
& Neighborhood Services
City of Joplin, Missouri
(1000030)

THE JOPLIN GLOBE
DEPT 1220
PO BOX 4268
HOUSTON TX 77210-4268
(417)623-3480
Fax (417)623-1188

ORDER CONFIRMATION

Salesperson: LEGAL — Printed at 02/13/26 09:32 by tcox

Acct #: 4186 — Ad #: 1000457 — Status: New

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

Start: 02/14/2026 — Stop: 02/14/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 10.37 — Words: 473
Total LEG 10.50
Class: 147 LEGALS
Rate: LD — Cost: 526.44
Affidavits: 1
Ad Descrpt: 1000457/NOTICE PUBLIC MTG

Contact: SOLEDAD ZAVALA
Phone: (417)624-0820
Fax#: (417)624-4620
Email: SZavala@Joplinmo.org
Agency:

Descr Cont: PUBLISHED IN THE JOPLIN G
Given by: THOMAS WALTERS
P.O. #:
Created: tcox 02/13/26 09:17
Last Changed: tcox 02/13/26 09:32

COMMENTS:
COPIED from AD 1000361

PUB	ZONE	EDT	TP	RUN DATES
JG	A	97	S	02/14
INET	A	10	S	02/14

AUTHORIZATION

Thank you for advertising in The Joplin Globe, our related publications and online properties. If you are advertising in The Joplin Globe classifieds, your ad will begin running on the start date noted above.

Please be sure to check your ad proof for any corrections. Although we are happy to make corrections during our regular business hours, you are responsible for checking your ad proof prior to the publish date. Also, we reserve the right to edit or reclassify your ad to better serve buyers and sellers.

We appreciate your business.

_____ Name (print or type)

_____ Name (signature)

(CONTINUED ON NEXT PAGE)

This ad has been reformatted for proofing purposes. Column breaks are not necessarily as they will appear in publication.

PUBLISHED IN THE JOPLIN GLOBE
Published on February 14, 2026
PUBLIC NOTICE
City of Joplin
Planning, Development and
Neighborhood Services
602 S Main St
Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one year Action Plan (PY 2026) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2026 is $515,502.00. The estimated amount of HOME fund to be received for fiscal year 2026 is $540,318.51. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Thursday March 5, 2026, 5:30 p.m. to 7:00 pm, at the Joplin Public Housing Authority located at 1834 West 24th Street, Joplin, MO 64804. Attendees may come at any time to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2026 Action Plan and previous program performance. The public comment period will begin on Friday, March 6th and end on Sunday, April 5th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2026 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri
Attention: Legal Ad Supervisor
Bill to: City of Joplin
Planning Development and
Neighborhood Services
602 South Main Street
Joplin, Missouri 64801
(1000457)

March 5, 2026

TO: Residents of Bartlett Hills

FROM: JHA staff

RE: City meeting TONIGHT in our Community Room

The City of Joplin is having an open meeting tonight in our Community Room from 5:30 to 7:00 p.m.

The meeting is planned for presenting information to Joplin residents, and getting feedback about City planning, for:

Community Development Block Grant (CDBG) projects

HOME Investment Partnerships Program projects

Any other planning and/or community development projects, or related topics

ALL ARE WELCOME to arrive at any time between 5:30 and 7:00 p.m. Information will be displayed, and City staff will be available to discuss.

Please Print

1st Public Meeting: 2026 Action Plan

Date: March 5th, 2026 **Time: 5:30 pm - 7:00 pm** **Place: Joplin Public Housing Authority, 1834 W. 24th St. 64804**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters				twalters@joplinmo.org
MATT MORAN	JOPLIN HA	1834 W 24TH ST	417-624-4514	
Rick Woodcox	Joplin HA	1830 W 30th	417-952798	RICKWOODCOX2@gmail
Tammy Bones		1801A W 24th St	417-850-3864	tam_bones@hotmail.com
Theodore Beaman		1801A W 24TH St	417-825-2457	beaman494@Gmail.com
Janis Scritchfield		1822 E. West 24th	417-206-6402	X
Marvin Bowin		1832C W 24th St.	620-429-6353	bowinmavish@gmail.com
Connie VanDeard		1832D W 24th St	417-673-3578	cmfvandeard@gmail.com
TROY BOLANDER				

Please Print

1st Public Meeting: 2026 Action Plan

Date: January 22nd, 2026 **Time: 5:30 pm - 6:30 pm** **Place: Joplin City Hall, 602 S Main St 64801**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters	CofJ			twalters@joplinmo.org

Walters, Thomas

From: Tammy Walker <twalker@escswa.org>
Sent: Tuesday, February 10, 2026 1:36 PM
To: Walters, Thomas
Subject: CDBG Presentation and Feedback

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

Tom,

I wanted to provide some feedback on your presentation on Monday. I understand that there are limited resources for the public service grants. I wanted to provide some information regarding Coordinated Entry. We have been awarded $50,000 to help cover some of the costs of Coordinated Entry, and I appreciate the support. I wanted to provide a breakdown of how we fund Coordinated Entry.

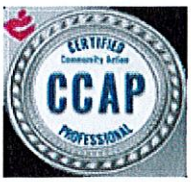
Salary, Fringe and Indirect total $110,531 to pay for two full-time staff. (One coordinator and housing case manager) The coordinated was hired in 2015 at a slightly higher wage per the hiring committee and stayed in the position.

CDBG: $50,000
MOHIP: $40,000
ESG: We apply for the gap in salary and fringe. This is a competitive grant and some years we get it and some we don't. When we are underfunded, I kick in what is needed from CSBG.
CSBG picks up all the operating expenses related to their offices, phones, mileage, etc.

In terms of HMIS we have only a small percentage of time from our HMIS Lead Agency due to lack of funds, but we have made it work. I know that you have some difficult decisions ahead with another request for funds for a warming shelter, and I agree that is needed as well. If I can provide any further information, please let me know.

Respectfully,

Tammy Walker, CCAP, NCRI
Deputy Director & Community Development Director



https://bcert.me/sbewyzjpd

PUBLIC INPUT FOR THE
2026 ACTION PLAN
Community Development

Please share your thoughts and comments
(submit additional pages as necessary):

Please see attached

Name/Representing: Nanda Nunnelly - Mimi Hackney Senior Center

Email/Phone: 417-499-1525

nandanunnelly@gmail.com

Please leave your comments in the space provided above or submit any comments to:

Thomas Walters, City of Joplin Department of Planning,
Development, and Neighborhood Services
417.624.0820 ext. 1539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

Thank you for your feedback

Minnie Hackney Community Service Center of Joplin
110 S. Main Street • P.O. Box 1331 • 417.499.1525 • Joplin, MO 64801

The Proposal

MHCSC is already providing essential warming and cooling services using volunteer labor, private donations, and emergency community support. However, without consistent public funding, we cannot close the critical 12-hour gap between 7:00 AM and 7:00 PM when no low-barrier facility is available. This gap directly contributes to exposure-related injuries and fatalities.

We respectfully request that the City of Joplin take the following actions:

1. Allocate a portion of the allowable 15% CDBG Public Service funding cap specifically for **Emergency Life-Safety Operations at MHCSC, recognizing these services as essential public safety infrastructure.**

2. **Establish a fee-for-service or on-call contract model—similar to those used for emergency infrastructure and utility services—that activates municipal funding for MHCSC staffing and operations whenever the National Weather Service issues a Wind Chill Advisory or Heat Advisory.**

3. **Align fiscal decisions with stated priorities by recognizing that human survival infrastructure is as critical as physical infrastructure.** If emergency clauses can be used for sewer relocations, road projects, and shelter installations, they must also be used to ensure that no resident of Joplin freezes or suffers heat-related injury due to lack of access to shelter.

MHCSC has served this community continuously since 1946. We stand ready to partner with the City to implement a practical, accountable, and humane solution that aligns with both federal CDBG intent and the commitments made to voters regarding the use of public funds.

We respectfully request a formal response regarding the inclusion of this proposal in the FY2026 Action Plan and welcome the opportunity to discuss implementation details with staff and Council.

Sincerely,

Nanda Nunnelly
President, Minnie Hackney Community Service Center
417-499-1525

RESOLUTION NO. 2026-007

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2026; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

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

Section 1: That the City of Joplin file a One Year Action Plan for fiscal year 2026 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $529,012.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $553,383.38 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-B Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Rob O'Brian, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2026-009

Recognizing Lynn Onstot upon her retirement from active service as Public Information Officer in the Marketing & Communications Department of the City of Joplin

A RESOLUTION recognizing Lynn Onstot upon her retirement from active service as Public Information Officer in the Marketing & Communications Department of the City of Joplin, Missouri.

WHEREAS**,** on Friday, May 8, 2026, Lynn Onstot will retire as Public Information Officer for the City of Joplin, Missouri after 23 years and 3 months of dedicated service and outstanding contributions; and,

WHEREAS, Lynn began her illustrious career at the City of Joplin on February 2, 2003; and,

WHEREAS*,* Lynn has served the Joplin community as Public Information Officer in a superior manner over the last two (2) decades; and,

WHEREAS, Lynn has shown exemplary expertise in Public Relations on behalf of the City; and drafted press releases about all manner of official City business, informing the news media and the general public about the actions of the Council and City departments; and coordinated citizen engagement events, educated voters about ballot issues, and initiated "The Citizen", a quarterly print newsletter; and,

WHEREAS, Lynn led the City's public information and mass communications efforts through the 2011 Tornado disaster, coordinating with partners from around the nation as well as media outlets from around the globe to get the word out about our community rebuilding process; and,

WHEREAS, throughout her career, Lynn has won the utmost respect and admiration of co-workers, peers within the field of Public Relations and Government Communications, local businesses and citizens of the City of Joplin, Missouri; therefore,

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

Section 1**.** The City of Joplin does hereby honor and recognize Lynn Onstot for her dedicated service of Twenty-Three (23) years and Three (3) months.

Section 2*.* That the people of Joplin, Missouri, do hereby extend our heartfelt wishes for a happy and well-deserved retirement.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 4th day of May, 2026.

_____

Brian "Rob" O'Brian, III, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2026-350, Building Regulations

MEETING DATE
May 4, 2026

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract between the City of Joplin and Prime Contracting Inc. to remove the structures, and any remaining debris, foundation and footings located at 403 W. 19th Street.

BACKGROUND
The above listed address was "tagged" as a dangerous building on October 6, 2025. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 20, 2026, an advertisement for bids was published in the Joplin Globe with bids being received on April 3, 2026, for the removal of structures and debris from four properties including all foundations and footings. At that time bids were received as follows.

BID PACKAGE 2

All Terrain	$10,00.00 – total package bid $35,500.00
B & D YardBuilders	$6,001.00 – total package bid $30,596.00
Big Johns	$6,700.00 – total package bid $29,200.00
Courtney Construction	$8,000.00 – total package bid $35,000.00
OMNI	$12,900.00 – total package bid $51,300.00
Prime Contracting Inc.	$7,110.00 – total package bid $25,010.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2026 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommend that the demolition removal contract be awarded to Prime Contracting Inc. for $ 7,110.00 and that it be approved as an expedited ordinance within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2026-350, Photograph of Property, Bid Tabulation

CLOSING DATE: 4/3/26

DEPARTMENT: Planning /Building

STARTING TIME: 10:30AM

CLOSING TIME: 10:45AM

BID OPENED BY: Shelli Dollison/ Maggie Maynard. Loni Smith

DEMO BIDS:

LOCATIONS:

COMPANY	BID PK 2	Amount
All Terrain	403 W 19th Street	$10,000.00
	2102 S Joplin Ave	$12,000.00
	1306 S. Pearl Ave	$3,500.00
	1705 S. Byers Ave	$10,000.00
	TOTAL	$35,500.00
B & D Yardbuilders		
	403 W 19th Street	$6,001.00
	2102 S Joplin Ave	$12,936.00
	1306 S. Pearl Ave	$5,765.00
	1705 S. Byers Ave	$5,894.00
	TOTAL	$30,596.00
Big John's	403 W 19th Street	$6,700.00
	2102 S Joplin Ave	$11,800.00
	1306 S. Pearl Ave	$5,500.00
	1705 S. Byers Ave	$5,200.00
	TOTAL	$29,200.00
Courtney Construction	403 W 19th Street	$8,000.00
	2102 S Joplin Ave	$13,600.00
	1306 S. Pearl Ave	$7,200.00
	1705 S. Byers Ave	$6,200.00
	TOTAL	$35,000.00
OMNI	403 W 19th Street	$12,900.00
	2102 S Joplin Ave	$13,800.00
	1306 S. Pearl Ave	$11,800.00
	1705 S. Byers Ave	$12,800.00
	TOTAL	$51,300.00
Prime Contracting Inc.	403 W 19th Street	$7,110.00
	2102 S Joplin Ave	$6,253.00
	1306 S. Pearl Ave	$6,327.00
	1705 S. Byers Ave	$5,320.00

	TOTAL	**$25,010.00**

Front view -The lack of structural support on the porch pillars and second story.



View of the dilapidated and missing decking on the porch



Interior view of the living area walls and ceiling because of the compromised floor on the second story



Interior view of water damage to the wall and ceiling of bath.



COUNCIL BILL NO. 2026-350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Prime Contracting Inc. for the demolition of the structure(s) and clearing of a lot located at 403 W. 19th Street; providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an expedited ordinance.

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

Section 1. That the contract with Prime Contracting Inc. in the amount of SEVEN THOUSAND ONE HUNDRED TEN DOLLARS ($7,110.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 403 W. 19th Street

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 403 W. 19th Street.

ALL OF THE WEST 50 FEET OF LOT NUMBERED ONE HUNDRED SIXTY—NINE (169) IN MICHELLE'S FIRST ADDITION TO THE CITY OF JOPLIN, MISSOURI ACCOURDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this is an expedited ordinance pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Brian "Rob" O'Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2026-351, Building Regulations

MEETING DATE
May 4, 2026

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and Courtney Construction. to remove the structures, and any remaining debris, foundations and footings located at 202 N. Florida Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 3, 2025. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 20, 2026, an advertisement for bids was published in the Joplin Globe with bids being received on April 3, 2026, for the removal of structures and debris from four properties including all foundations and footings. At that time bids were received as follows. At that time bids were received as follows.

BID PACKAGE 3

All Terrain	$15,00.00 – total package bid $49,500.00
B & D YardBuilders	$ 16,939.00 – total package bid $43,822.00
Big Johns	$ 13,000.00 – total package bid $34,700.00
Courtney Construction	$ 13,600.00 – total package bid $29,800.00
OMNI	$ 8,200.00 – total package bid $59,100.00
Prime Contracting Inc.	$11,475.00 – total package bid $31,391.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2026 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommend that the demolition removal contract be awarded to Courtney Construction. for $ 13,600.00 and that it be approved on an expedited ordinance basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2026-351, Photograph of Property, Bid Tabulation

CLOSING DATE: 4/3/26

DEPARTMENT: Planning /Building

STARTING TIME: 10:30AM

CLOSING TIME: 10:45AM

BID OPENED BY: Shelli Dollison/ Maggie Maynard. Loni Smith

DEMO BIDS:

LOCATIONS:

Bid 1: **Bid 2:** **Bid 3:**

COMPANY	BID PK 3	Amount
All Terrain	202 N Florida Ave	15,000.00
	1109 E Broadway Ave	11,500.00
	712 E Hill Street	10,000.00
	315 N Mineral Ave	$13,000.00
	TOTAL	**$49,500.00**
B & D Yardbuilders		
	202 N Florida Ave	$16,993.00
	1109 E Broadway Ave	$8,903.00
	712 E Hill Street	$6,423.00
	315 N Mineral Ave	$11,503.00
	TOTAL	**$43,822.00**
Big John's	202 N Florida Ave	$13,000.00
	1109 E Broadway Ave	$8,000.00
	712 E Hill Street	$5,000.00
	315 N Mineral Ave	$8,700.00
	TOTAL	**$34,700.00**
Courtney Construction	202 N Florida Ave	$13,600.00
	1109 E Broadway Ave	$4,200.00
	712 E Hill Street	$4,000.00
	315 N Mineral Ave	$8,000.00
	TOTAL	**$29,800.00**
OMNI	202 N Florida Ave	$14,600.00
	1109 E Broadway Ave	$16,000.00
	712 E Hill Street	$12,800.00
	315 N Mineral Ave	$15,700.00
	TOTAL	**$59,100.00**
Prime Contracting Inc.	202 N Florida Ave	$11,475.00

	1109 E Broadway Ave	$8,816.00
	712 E Hill Street	$4,700.00
	315 N Mineral Ave	$6,400.00
	TOTAL	**$31,391.00**

Front view of main structure with broken and missing windows



Back deck with compromised support. construction



Interior view of vandalism. Electrical wiring removed,



Interior view of abandon renovations and vandalism.



Exterior view of accessory building with broken & missing windows as well as a dilapidated roof



Interior view of accessory building with ceiling collapsing.



Third retaining wall (20LF X 5FT height and crumbling steps to the accessory building



Retaining wall 1 & 2 on the South side of the main structure to the lower level and walkway to the accessory building



Corner view of the fourth retaining wall on the north side of the main structure approximately 20LF X 5 FT height



COUNCIL BILL NO. 2026-351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Courtney Construction for the demolition of the structure(s) and clearing of a lot located at 202 N. Florida Ave; providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an expedited ordinance.

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

Section 1. That the contract with Prime Contracting Inc. in the amount of THIRTEEN THOUSAND SIX HUNDRED DOLLARS ($13,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 202 N. Florida Ave

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 202 N. Florida Ave.

ALL OF LOT NUMBERED SIX (6) AND SEVEN (7) IN O.F. NICOLS SUB-DIVISION IN THE CITY OF JOPLIN, MISSOURI ACCOURDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this is expedited ordinances pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Brian “Rob” O’Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-006 – AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 114 - Traffic, Article III - Operation of Vehicles; Division 1. - Generally; Section 114-171 - Driving while intoxicated; driving with unlawful blood alcohol content, and repealing Section 114-172 - Driving while under the influence of drugs; and establishing a time for such ordinance to become effective.

MEETING DATE
May 4, 2026

ATTACHMENTS
Council Bill No. 2026-006

REVIEWED BY
City Attorney Peter Edwards; Chief of Police Richard Pearson; and City Manager Nicholas Edwards.

SUMMARY
This Council Bill repeals 114-172, and repeals and replaces 114-171 to mirror state statute. The Driving While Intoxicated ordinance was last updated in 2001. The proposed changes harmonize the Joplin City Code with the statute, and alleviate any future challenges to the ordinance for enhancement purposes, preserving the integrity of the ordinance and penalty.

BACKGROUND
Recently, in *State v. Peters* (Mo. banc Feb. 24, 2026), the Supreme Court of Missouri reviewed driving while intoxicated (DWI) sentencing enhancements. Peters was convicted of DWI and sentenced as a chronic offender, which requires four or more prior "intoxication-related traffic offenses" (IRTOs). Peters conceded three prior IRTOs but challenged the fourth: a 2002 municipal conviction reflected in a certified Joplin municipal court. The Court held the State did not prove beyond a reasonable doubt that the 2002 municipal conviction qualified as an IRTO because the record was silent as to whether Peters physically drove or operated a vehicle (as required by Missouri's definition of "driving" at the time of Peters' 2021 offense) or whether the municipal ordinance might have criminalized broader conduct such as "actual physical control." As a result, Peters could not be sentenced as a chronic offender. The Court vacated the judgment and remanded for resentencing as an *aggravated offender* (three or more IRTOs). The difference in this case between a chronic offender is a C felony carries a punishment of up to 10 years incarceration, and an aggravated offending is a D felony no more than 7 years incarceration.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2026-006 ORDINANCE NO.

AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 114 - Traffic, Article III - Operation of Vehicles; Division 1. - Generally; Section 114-171 - Driving while intoxicated; driving with unlawful blood alcohol content, and repealing Section 114-172 - Driving while under the influence of drugs; and establishing a time for such ordinance to become effective.

WHEREAS, the Driving While Intoxicated ordinance was last updated in 2001, by Ordinance No. 2201-132; and requires replacement in order to comport with state statute; and

WHEREAS, the City Council finds that updating the Joplin City Code is necessary for the protection of the public health, safety, and welfare of the City of Joplin.

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

Section l. That Section 114-171 Driving while intoxicated; driving with unlawful blood alcohol content be repealed and replaced as follows:

" Sec. 114-171. - *Driving while intoxicated; driving with unlawful blood alcohol content.*

(a) ~~No person shall operate a motor vehicle in the city while in an intoxicated condition, as defined by the statutes of the state. Any person who violates the provisions of this subsection shall be deemed guilty of a misdemeanor.~~

A person commits the offense of driving while intoxicated if he or she operates a vehicle in the City while in an intoxicated condition.

(b) ~~No person shall drive a motor vehicle when the person has 0.08 percent or more by weight of alcohol in his blood. As used in this section, percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood and may be shown by chemical analysis of the person's blood, breath, saliva or urine. For the purposes of determining the alcoholic content of a person's blood under this section, the test shall be conducted in accordance with the provisions of the statutes of the state. Any person who violates the provisions of this subsection shall be deemed guilty of a misdemeanor.~~

A person commits the offense of driving with excessive blood alcohol content if such person operates a vehicle in the City while having eight-hundredths of one percent or more by weight of alcohol in his or her blood. As used in this section, percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood and may be shown by chemical analysis of the person's blood, breath, saliva or urine. For the purposes of determining the alcoholic content of a person's blood under this section, the test shall be

conducted in accordance with the provisions of sections 577.020 to 577.041 of the Missouri statutes.

(c) *Section definitions*. As used in this section, the following terms mean:

(l) "Intoxicated" or "intoxicated condition," when a person is under the influence of alcohol, a controlled substance, or drug, or any combination thereof;

(2) "Controlled substance," a drug, substance, or immediate precursor in schedules I to V listed in section 195.017 of the Missouri statutes;

(3) "Drive," "driving," "operates" or "operating," physically driving or operating a vehicle;"

(d) *Penalty*. Any person having been found guilty of any violation of this section shall be punished as provided in section I -5 of this Code of Ordinances.

Section 2. Section 114-172. - Driving While under the Influence of Drugs is hereby repealed.

~~Sec. 114-172. – Driving while under the influence of drugs.~~

~~No person who is an habitual user or under the influence of any narcotic drug, as defined by the statutes of the state, or who is under the influence of any other drug, to a degree which renders him incapable of operating a motor vehicle shall operate a motor vehicle upon any street, highway, alley, public right-of-way or public place in the city.~~

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

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

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

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-510 – Approving Schifferdecker Golf Course Fee Changes to establish discounted fees for Veterans and City Employees

MEETING DATE
May 4, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-510 Ordinance; Veteran and City Employee Discount Calculation

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees for Schifferdecker Golf Course.

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. These fee increases were effective on January 1, 2026. City Staff was asked to present a council bill establishing a discounted fee for Veterans and City Employees at the Golf Course.

The Golf Course Fund is a proprietary fund and an enterprise fund. Proprietary funds that are enterprise funds are business-type funds that are generally self-supporting by outside fees. The Golf Course should cover its operating expenses by revenue generated from golf fees. Capital items for the Golf Course have historically been funded by the general fund. It should be noted that mainly due to an increase in minimum wage, the general fund subsidized Golf Operations by $239,592 in 2023, $16,860 in 2024 and $194,095 in 2025. Despite raising golf fees every other year, general taxes have still supported Golf operations.

When considering fee discounts for a proprietary fund such as the Golf Course, other user fees must be increased to cover the decreased revenue and help ensure that general taxes aren't supporting services for specific users.

This Council Bill grants a 10% discount in the green fees for City Employees and adds Veterans to the Senior green fees and annual pass, which equals a discount of 20%-29% depending upon the number of holes played along with the day played. It also increases the regular green fees by

$2.00 and the cart fee by $1.00 to cover ***most*** of the estimated revenue loss created from the discount. This calculation is summarized in the attached Veteran and City Employee Discount Calculation. Historically, the City has strived to set Schifferdecker Golf Course fees less than other surrounding course fees. Here is a breakdown of Golf Course fees with this change:

Service Description	Current Fee	Proposed Fee	Carthage Municipal Golf Course	Briarbrook Golf Course
18 holes Weekday with Cart	$39.00	$42.00	$42.00	$48.00
18 holes Weekend with Cart	$43.00	$46.00	$45.00	$48.00
18 holes Weekday Walking	$21.00	$23.00	$26.00	$28.00
18 holes Weekend Walking	$25.00	$27.00	$29.00	$28.00
Golf Cart – 9 holes	$11.00	$12.00	$10.00	$10.00
Golf Cart – 18 holes	$18.00	$19.00	$16.00	$20.00
18 holes Weekday with Cart-Senior and Veteran		$34.00		
18 holes Weekend with Cart-Senior and Veteran		$39.00		
18 holes Weekday Walking-Senior and Veteran		$15.00		
18 holes Weekend Walking-Senior and Veteran		$20.00		
18 holes Weekday with Cart-City Employees		$38.00		
18 holes Weekend with Cart-City Employees		$41.50		
18 holes Weekday Walking-City Employees		$19.00		
18 holes Weekend Walking-City Employees		$22.50		

Other municipally owned Golf Courses handle Veteran and City Employee discounts in different ways. Veteran discounts are typically given one day a month. City employee discounts vary, but other courses have reported that the discount has negatively impacted available tee times for other users. At Springfield, city employees must participate in a Wellness & Health program to earn discounts at City-owned golf courses. If it is Council's desire, staff can evaluate other ways to achieve discounts for Veterans and City Employees that would have less impact on revenue.

The proposed changes are as follows:

- Change the Green Fee 9 holes, weekday from $12.00 to $14.00
- Change the Green Fee 9 holes, weekend from $15.00 to $17.00
- Change the Green Fee 18 holes, weekday from $21.00 to $23.00
- Change the Green Fee 18 holes, weekend from $25.00 to $27.00

- Add Veterans to the Green Fee 9 holes, weekday senior $9.00
- Add Veterans to the Green Fee 9 holes, weekend senior $12.00
- Add Veterans to the Green Fee 18 holes, weekday senior $15.00
- Add Veterans to the Green Fee 18 holes, weekend senior $20.00
- Create City Employee Green Fee 9 holes, weekday $11.00
- Create City Employee Green Fee 9 holes, weekend $13.50
- Create City Employee Green Fee 18 holes, weekday $19.00
- Create City Employee Green Fee 18 holes, weekend $22.50
- Change the Golf Cart, 9 holes per person fee from $11.00 to $12.00
- Change the Golf Cart 18 holes per person fee from $18.00 to $19.00
- Add Veterans to the Golf senior annual pass fee $800.00
- Add Veterans to the Golf senior with cart annual pass fee $1,400.00
- Add definition of Veterans
- Add definition of City Employee

It should be noted that while greens fees are increasing to offset the discount, this council bill does not include a corresponding increase in the season pass fees.

The fee changes will be effective on June 1, 2026.

FUNDING SOURCE
This item is not applicable. This has been estimated to be approximately revenue neutral.

RECOMMENDATION
Staff presents this council bill for Council consideration without a recommendation.

COUNCIL BILL NO. 2026-510 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, 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, 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.

WHEREAS, Veterans and City employees play Golf at Schifferdecker Golf Course; and,

WHEREAS, the Council of the City of Joplin desires to grant discounted greens fees for Veterans and City employees; and,

WHEREAS, the Council of the City of Joplin desires to make certain fee changes to offset the discount in order to recover the cost of services provided by the Golf Course.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $23.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $27.00 per player per 18 holes. The green fees shall be $14.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $17.00 per player per 9 holes.

(2) *Green fees for senior citizens and veterans.* The green fees for senior citizens and veterans shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $20.00 per player per 18 holes. The green fees shall be $9.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $12.00 per player per 9 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $1,000.00 per person per year.

b. Senior citizen and veteran single annual pass fee shall be $800.00 per person per year. Senior citizen and veteran passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $20.00.

c. A single annual pass with unlimited cart use fee shall be $1,600.00 per person per year.

d. A senior citizen and veteran annual pass with unlimited cart use fee shall be $1,400.00 per person per year.

e. A student (also known as “junior” or “youth”) annual pass fee shall be $100.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $10.00. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass with one (1) unlimited cart use fee shall be $2,200.00.

(4) *Green fees for students.* The green fees for qualified students (also known as “junior” or “youth”) shall be $10.00. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $15.00. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Twilight green fee.* The twilight green fee shall be $15.00 on weekdays and $20.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(7) *Pull cart rental.* The pull cart rental charge shall be $7.00 per day.

(8) *Power cart rental.* The power cart rental charge shall be $19.00 per 18 holes per seat. The power cart rental charge shall be $12.00 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such “specials” shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, “Student”, “Junior”, or “Youth” shall mean any person under the age of 18.”

(f) For purposes of this section, “City Employee” shall mean any current full-time employee as defined by the Employee Handbook.

(g) For purposes of this section, “Veteran” shall mean any person who served in active military service and was discharged or released under conditions other than dishonorable. “

Section 2. That this ordinance shall become effective on June 1, 2026.

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

_____
Brian “Rob” O’Brian, III, Mayor

Council Bill No. 2026-510 (continued)

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2026-609 - Approves the Convention & Visitor Bureau's grant funding distribution for FY2026 related to special events, festivals, and marketing.

MEETING DATE:

May 4, 2026

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Convention & Visitor Bureau's (CVB) grant distribution for FY2026 special events, festivals, and marketing. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) collected under Ordinance No. 2000-048, as authorized by the City of Joplin voters on November 7, 2000.

BACKGROUND:

This CVB grant program aims to assist qualified organizations in promoting tourism activities that directly increase hotel/motel occupancy and create a positive image for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and for-profit organizations may apply
- Events must be held between November 1, 2025 & October 31, 2026
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At the January 20 Joplin Convention & Visitors Bureau Advisory Board meeting, they reviewed two additional FY2026 CVB Grant applications and heard from the requested organizations. At the conclusion of the meeting, the board determined where appropriate, funding allocations and the amounts.

Two applications were reviewed, totaling $40,000 in funding requests. Funding for the grant program is capped at $140,000. At the start of FY2026, the council had authorized $110,000 to thirteen organizations.

In their review of all applications, the board considered many factors, including an event's tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth 100 points, with a 60-point benchmark as the minimum funding threshold. Each board member scored the applications individually, and the highest and lowest scores were removed. All were ranked by their average score.

Scoring criteria included the ability to increase event attendance, to attract new visitors to Joplin (from 70 miles+ one-way) outside the market, to retain a visitor in the area (for at least 3 hours), to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, plus the overall composition and impression of grant application. After scoring and ranking all applications, the advisory board members discussed each application and made final funding decisions.

FUNDING SOURCE:

The grant funding comes from a dedicated portion of the CVB's annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding expenditure from the FY2026 CVB Budget:

1. Tuff Bull Productions for the Route 66 Pro Rodeo, in the amount of twenty-five thousand dollars ($25,000).
2. Bright Futures/Safe and Sound Schools, for Bright Futures Coordinators Summit, in the amount of five thousand dollars ($5,000).

The CVB Advisory Board and staff recommend passing this bill on the first reading.

ATTACHMENTS:

Council Bill No. 2026-609

COUNCIL BILL NO. 2025-616 ORDINANCE NO.

AN ORDINANCE approving the applications of Tuff Bull Productions and Bright Futures/Safe and Sound Schools for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000, and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for events, festivals, and marketing intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and has recommended to the City Council that those festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax following the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Tuff Bull Productions for the Route 66 Pro Rodeo, in the amount of twenty-five thousand dollars ($25,000), and Bright Futures/Safe and Sound Schools for the Bright Futures Coordinators Summit, in the amount of five thousand dollars ($5,000), for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds following the recommendation of the Joplin Convention & Visitors Bureau Advisory Board and in accordance with Ordinance No. 2000-148.

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

of _____, 2026, by a _____vote.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505, to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance