JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 18, 2026
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Historic Preservation Month Proclamation
   2. National Public Works Week Proclamation
   3. Semi-Annual Insurance Update By Segal

      Documents:

      CITY OF JOPLIN - 2026 BUDGET TO ACTUAL AND HDHP PLAN PRESENTATION 5.18.26.PDF

   4. FY 2025 Audit Presentation
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Officer
6. **Citizen Requests And Petitions**
   1. Maurice Filson
   2. Frank Thompson
   3. Chris Stockton
   4. Amanda Bearden
7. **Public Hearings**
8. **Consent Agenda**

C. Consent Agenda

1. Minutes Of The May 4, 2026, Joplin City Council Meeting

   Documents:

   MAY 4, 2026 MINUTES.PDF

2. 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:

   CB2026-006.PDF

3. 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:

   CB2026-266.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:

   CB2026-268.PDF

5. 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:

   CB2026-609.PDF

9. **Resolutions**

10. **Ordinances - Expedited**

    1. COUNCIL BILL NO. 2026-511

    AN ORDINANCE approving the Second Amendment to the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

    Documents:

    CB 2026-511 SUMMARY 1717 MARKETPLACE SECOND AMENDMENT TO TIF PLAN.PDF
    CB 2026-511 ORDINANCE APPROVING SECOND AMENDMENT TO 1717 MARKET PLACE TIF PLAN.PDF
    CB 2026-511 EXHIBIT A 1717 MARKETPLACE SECOND AMENDMENT TO TIF PLAN.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO 2026-128

    AN ORDINANCE approving the execution of an Occupancy License Agreement between Missouri & Northern Arkansas Railroad Company Inc. (MNA) and the City of Joplin, as it pertains to construction of an underground sanitary sewer pipeline crossing related to the 7th Street Sanitary Sewer Relocation Project across railroad right-of-way; establishing certain obligations for the continuation of the occupancy, including payment of an annual fee of Nine Hundred Sixty and 00/100 Dollars ($960.00); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

    Documents:

    CB2026-128 OCCUPANCY LICENSE AGMT 7TH ST SAN SWR RELO (MNA RR) SUMMARY.PDF
    CB2026-128 OCCUPANCY LICENSE AGMT 7TH ST SAN SWR RELO (MNA RR) ORDINANCE (1).PDF
    CB2026-128 OCCUPANCY LICENSE AGMT 7TH ST SAN SWR RELO (MNA RR) AGREEMENT.PDF
    CB2026-128 OCCUPANCY LICENSE AGMT 7TH ST SAN SWR RELO (MNA RR) EXHIBIT MAP (1).PDF

    2. COUNCIL BILL NO. 2026-261

    AN ORDINANCE amending the Joplin Development Code, Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, being Appendix 29-A of the Joplin Municipal Code.

    Documents:

    261SUMMARY.PDF
    010-26REPORT.PDF
    010MINUTES.PDF
    010-26APP.PDF
    261SLIDESHOW.PDF

CB2026-261.PDF

3. COUNCIL BILL NO. 2026-611

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with The Interlocal Purchasing System (TIPS) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group for the not to exceed price of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY FOR COUNCIL BILL NO. 2026-611 2019 FREIGHTLINER TEREX HI-RANGER AERIAL BUCKET TRUCK.PDF
EXHIBIT A - 2019 FREIGHTLINER M2 4X4 TEREX TC55-MH 25110 BUCKET TRUCK INVENTORY SPEC..PDF
EXHIBIT A CONTINUED - FREIGHTLINER TEREX SPECS..PDF
EXHIBIT B -TIPS AWARDED VENDOR CONTRACT WITH IEG.PDF
EXHIBIT C - IEG FINAL PURCHASE PRICE FOR 2019 FREIGHTLINER M2 4X4 TEREX TC55-MH 25110.PDF
COUNCIL BILL NO. 2026-611 PURCHASE OF 2019 FREIGHTLINER M2 4X4 DIESEL TEREX HI-RANGER AERIAL DEVICE BUCKET TRUCK.PDF

4. COUNCIL BILL NO. 2026-612

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

SUMMARY COUNCIL BILL NO. 2026-612 - ROOF RESTORATION AND REPAIRS JOPLIN HISTORY AND MINERAL MUSEUM.PDF
EXHIBIT A - WEATHERPROOFING TECHNOLOGIES INC. ROOF RESTORATION AND REPAIRS JOPLIN HISTORY AND MINERAL MUSEUM PROPOSAL.PDF
EXHIBIT B - WEATHERPROOFING TECHNOLOGIES INC. ROOF RESTORATION AND REPAIRS JOPLIN HISTORY AND MINERAL MUSEUM AGREEMENT.PDF
COUNCIL BILL NO. 2026-612 ROOF RESTORATION AND REPAIRS JOPLIN HISTORY AND MINERAL MUSEUM.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

Notice posted at 12:00 p.m. on this the 14th day of May, 2026. (RSMo

Notice posted at 12:00 p.m. on this the 14th day of May, 2020. (KSMO 610.020)

City of Joplin

Budget to Actual Report

May 18, 2026 / Kim Wixson & Brian Hunter

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Segal

Discussion Objectives

- **2025 and 2026 YTD Financial Statements**
- **Projected vs. Actual Income and Expenses**
  - **Twelve-Month Period Ending December 31, 2025**
  - **Three-Month Period Ending February 28, 2026**
- **Medical and Prescription Drug Large Claimant Experience**
- **2025 and 2026 YTD Claims, Enrollment and Utilization Summaries**

2025 Financial Statement (Cash Basis)

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	**$3,143,474**	**$3,706,136**	**$3,418,414**	**$3,731,906**	**$3,992,489**	**$3,863,313**	**$3,759,162**	**$3,936,895**	**$3,886,054**	**$3,878,441**	**$3,979,161**	**$4,072,164**	**$3,143,474**
Income													
City Contributions	$759,196	$264,593	$757,834	$514,530	$510,045	$516,591	$515,647	$512,404	$510,112	$511,855	$512,753	$519,836	$6,405,397
Employee Contributions[1]	180,171	77,330	176,909	128,592	128,793	128,829	127,332	129,848	126,803	129,101	127,752	129,273	1,590,733
Interest Income[2]	-	-	-	-	-	-	-	1,074	-	-	-	-	1,074
Total	**$939,368**	**$341,924**	**$934,743**	**$643,122**	**$638,837**	**$645,420**	**$642,979**	**$643,325**	**$636,916**	**$640,956**	**$640,505**	**$649,109**	**$7,997,204**
Expense													
Medical[3]	$256,833	$244,379	$268,786	$283,143	$365,376	$335,995	$313,671	$293,934	$282,373	$406,544	$139,273	$553,704	$3,744,011
Stop Loss Reimbursements	(54,089)	-	(175)	-	-	-	-	-	-	(16,917)	(22,132)	(24,380)	(117,692)
Prescription Drug	247,484	252,841	219,117	228,576	264,921	272,040	201,947	263,810	229,504	269,051	293,423	241,862	2,984,575
Prescription Drug Rebates[4]	(210,784)	(3,410)	-	(266,477)	-	-	(273,524)	(1,949)	-	(257,573)	-	(3,465)	(1,017,183)
Dental Premium	30,166	29,436	29,876	29,136	30,036	29,576	30,017	29,696	29,527	29,766	29,915	29,586	356,735
Vision Premium	4,174	4,117	4,161	4,140	4,183	4,102	4,204	4,158	4,112	4,090	4,125	4,045	49,611
Life Premium	12,190	12,095	12,150	12,100	12,297	12,156	12,318	12,290	12,424	12,390	12,417	12,494	147,321
Stop-Loss Premium	64,873	64,996	65,209	63,644	65,679	64,811	65,409	65,209	64,668	65,237	65,074	64,469	779,278
Medical Administration	22,596	22,057	22,518	21,802	22,482	23,202	21,647	22,439	22,455	22,894	22,444	22,401	268,936
Special Events & Promotions	347	218	(3,308)	1,039	(559)	765	694	1,661	611	1,837	45	18	3,369
Fees & Permits	-	-	-	-	-	4,008	-	-	(4,060)	-	-	-	(52)
Administration[5]	2,917	2,917	2,917	5,436	3,598	2,917	88,863	2,917	2,917	2,917	2,917	2,917	124,146
Total	**$376,706**	**$629,646**	**$621,251**	**$382,539**	**$768,013**	**$749,572**	**$465,246**	**$694,166**	**$644,529**	**$540,236**	**$547,502**	**$903,649**	**$7,323,055**
Operating Surplus/(Deficit)	**$562,661**	**($287,722)**	**$313,492**	**$260,583**	**($129,176)**	**($104,152)**	**$177,733**	**($50,841)**	**($7,613)**	**$100,720**	**$93,003**	**($254,541)**	**$674,149**
Ending Balance	**$3,706,136**	**$3,418,414**	**$3,731,906**	**$3,992,489**	**$3,863,313**	**$3,759,162**	**$3,936,895**	**$3,886,054**	**$3,878,441**	**$3,979,161**	**$4,072,164**	**$3,817,623**	**$3,817,623**
Active/COBRA Lives	539	539	540	541	541	541	541	541	542	541	541	541	541
Retiree Lives	4	4	3	2	2	2	2	2	1	2	2	2	2
Total	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**	**543**

1 Employee Contributions include Retiree and COBRA contributions.

2 Interest income includes "Other Income" line item from financial statements.

3 Medical and prescription drug payments are combined on the financial statements prepared by the City. We have estimated monthly medical claims using monthly prescription drug claims as reported by the network carriers.

4 Prescription drug rebates from UHC are received on a quarterly basis.

5 Administration expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.

2026 YTD Financial Statement (Cash Basis)

	January	February	Total
Beginning Balance	**$3,817,623**	**$4,211,493**	**$3,817,623**
Income			
City Contributions	$522,967	$517,714	$1,040,681
Employee Contributions[1]	128,782	127,820	256,602
Interest Income[2]	-	-	-
Total	**$651,749**	**$645,534**	**$1,297,283**
Expense			
Medical[3]	$349,500	$320,681	$670,181
Stop Loss Reimbursements	(159,538)	-	(159,538)
Prescription Drug	269,265	235,564	504,829
Prescription Drug Rebates[4]	(247,658)	(1,040)	(248,698)
Dental Premium	26,770	26,895	53,665
Vision Premium	4,186	4,236	8,422
Life Premium	10,951	10,938	21,888
Stop-Loss Premium	-	129,466	129,466
Medical Administration	1,283	44,702	45,985
Special Events & Promotions	205	(2,716)	(2,511)
Fees & Permits	-	-	-
Administration[5]	2,917	3,417	6,333
Total	**$257,880**	**$772,144**	**$1,030,023**
Operating Surplus/(Deficit)	**$393,870**	**($126,610)**	**$267,260**
Ending Balance	**$4,211,493**	**$4,084,883**	**$4,084,883**
Active/COBRA Lives	536	538	537
Retiree Lives	2	2	2
Total	**538**	**540**	**539**

1 Employee Contributions include Retiree and COBRA contributions.

2 Interest income includes "Other Income" line item from financial statements.

3 Medical and prescription drug payments are combined on the financial statements prepared by the City. We have estimated monthly medical claims using monthly prescription drug claims as reported by the network carriers.

4 Prescription drug rebates from UHC are received on a quarterly basis.

5 Administration expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.

Projected vs. Actual 2025

Income	Projected PEPM	Projected 12 Mo. Total	Actual PEPM	Actual 12 Mo. Total	% Difference PEPM	% Difference 12 Mo. Total
City Contributions	$968.54	$6,264,500.00	$983.03	$6,405,397.01	$0.02	$0.02
Employee Contributions[1]	$226.48	$1,464,900.00	$244.13	$1,590,733.15	$0.08	$0.09
Interest Income[2]	NP	NP	$0.16	$1,074.12	N/A	N/A
Total Income	**$1,195.02**	**$7,729,400**	**$1,227.32**	**$7,997,204**	**2.7%**	**3.5%**
Expenses						
Medical[3]	$594.53	$3,845,400	$560.92	$3,654,948	-5.7%	-5.0%
Prescription Drug[3], [4]	$449.17	$2,905,200	$437.49	$2,850,672	-2.6%	-1.9%
Prescription Drug Rebates	($134.76)	($871,600)	($156.11)	($1,017,183)	15.8%	16.7%
Dental Premium	$55.58	$359,500	$54.75	$356,735	-1.5%	-0.8%
Vision Premium	$7.68	$49,700	$7.61	$49,611	-0.9%	-0.2%
Life Premium	$22.51	$145,600	$22.61	$147,321	0.4%	1.2%
Stop-Loss Premium	$120.24	$777,700	$119.59	$779,278	-0.5%	0.2%
Medical Administration[5]	$43.15	$279,100	$41.27	$268,936	-4.4%	-3.6%
ACA Fees	$0.54	$3,500	($0.01)	($52)	-101.9%	-101.5%
Administration	NP	NP	$19.57	$127,515	N/A	N/A
Total Expense	**$1,158.64**	**$7,494,100**	**$1,107.69**	**$7,217,782**	**-4.4%**	**-3.7%**
Operating Surplus (Deficit)	**$36.38**	**$235,300**	**$120.00**	**$779,422**	**N/A**	**N/A**
Active	532		541		1.7%	
Retiree	7		2		-71.4%	
Total Employees	**539**		**543**		**0.7%**	

NP = Not Projected

N/A = Not Applicable

1 Includes Retiree/COBRA Contributions

2 Interest Income includes “Other Income” line item from financial statements.

3 Medical and prescription drug claims are net of estimated stop-loss reimbursements. Actual stop-loss reimbursements were lagged.

4 Prescription drug claims as reported by UMR (net of estimated stop-loss reimbursements).

5 Medical Administration includes variable fees paid to UMR.

Projected vs. Actual 2026 YTD

Income	Projected PEPM	Projected 2 Mo. Total	Actual PEPM	Actual 2 Mo. Total	% Difference PEPM	% Difference 2 Mo. Total
City Contributions	$970.33	$1,046,000	$965.38	$1,040,681	-0.5%	-0.5%
Employee Contributions[1]	$223.95	$241,400	$238.04	$256,602	6.3%	6.3%
Interest Income[2]	NP	NP	$0.00	$0	N/A	N/A
Total Income	**$1,194.28**	**$1,287,400**	**$1,203.42**	**$1,297,283**		
Expenses						
Medical[3]	$636.15	$685,800.00	$621.69	$670,181.46	($0.02)	($0.02)
Prescription Drug[3], [4]	$503.06	$542,300.00	$468.30	$504,829.02	($0.07)	($0.07)
Prescription Drug Rebates	($201.22)	($216,900.00)	($230.70)	($248,698.27)	$0.15	$0.15
Dental Premium	$49.41	$53,300.00	$49.78	$53,664.72	$0.01	$0.01
Vision Premium	$7.68	$8,300.00	$7.81	$8,422.36	$0.02	$0.02
Life Premium	$15.91	$17,200.00	$20.30	$21,888.39	$0.28	$0.27
Stop-Loss Premium	$138.28	$149,100.00	$120.10	$129,466.05	($0.13)	($0.13)
Medical Administration[5]	$44.28	$47,700.00	$42.66	$45,985.18	($0.04)	($0.04)
ACA Fees	$0.56	$600.00	$0.00	$0.00	($1.00)	($1.00)
Administration	NP	NP	$3.55	$3,822.48	N/A	N/A
Total Expense	**$1,194.11**	**$1,287,400**	**$1,103.49**	**1,189,561**	**-7.6%**	**-7.6%**
Operating Surplus (Deficit)	**$0.17**	**$0**	**$100.00**	**$107,722**	**N/A**	**N/A**
Active	532		537		0.9%	
Retiree	7		2		-71.4%	
Total Employees	**539**		**539**		**0.0%**	

NP = Not Projected

N/A = Not Applicable

1 Includes Retiree/COBRA Contributions

2 Interest Income includes “Other Income” line item from financial statements.

3 Medical and prescription drug claims are net of estimated stop-loss reimbursements. Actual stop-loss reimbursements were lagged.

4 Prescription drug claims as reported by UMR (net of estimated stop-loss reimbursements).

5 Medical Administration includes variable fees paid to UMR.

Stop-Loss Policy - Lasered Claimants

- Two plan members were “lasered” under the terms of the 2026 Tokio Marine HCC (TMHCC) stop-loss policy.
- These individuals will have a higher deductible than the rest of the group:
  - Participant A will have a $500,000 deductible for a cancer related diagnosis
  - Participant B will have a $475,000 deductible contingent on the potential of a kidney transplant and/or dialysis, or else a $275,000 deductible if they don’t have the transplant and/or dialysis
  - All other individuals covered under the plan will have a deductible of $175,000
  - Any claims paid above the deductibles will be covered
- The claims total for these participants is not yet known.
- Based on reporting through March 2026:
  - Participant A: Approximately $72,000 was paid in claims
  - Participant B: There have been no claims reported yet

Large Claims (medical and Rx combined)

Claim Range	Jan 2023 - Dec 2023		Jan 2024 - Dec 2024		Jan 2025 - Dec 2025		Jan 2026 - Feb 2026		Total All Periods	
	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims
$50,000 - $99,999	4	$281,738	18	$1,245,135	15	$999,008	2	$157,980	39	$2,683,861
$100,000 - $149,999	4	$504,062	2	$222,212	6	$697,351	0	$0	12	$1,423,625
$150,000 - $199,999	3	$532,338	2	$333,252	1	$189,061	0	$0	6	$1,054,650
$200,000 - $249,999	1	$233,907	1	$227,492	0	$0	0	$0	2	$461,399
$250,000 - $499,999	2	$574,922	0	$0	2	$559,680	0	$0	4	$1,134,602
$500,000 - $999,999	0	$0	0	$0	0	$0	0	$0	0	$0
>$999,999	0	$0	0	$0	0	$0	0	$0	0	$0
Total	**14**	**$2,126,966**	**23**	**$2,028,092**	**24**	**$2,445,100**	**2**	**$157,980**	**63**	**$6,758,137**
% Change from Previous Year	-	-	64.3%	-4.6%	4.3%	20.6%	-91.7%	-93.5%		
Total Claims	**$6,132,392**		**$6,162,195**		**$6,679,180**		**$1,152,728**		**$20,126,495**	
Percent of Total Claims	34.7%		32.9%		36.6%		13.7%		33.6%	

Diagnosis Category	Jan 2023 - Dec 2023		Jan 2024 - Dec 2024		Jan 2025 - Dec 2025		Jan 2026 - Feb 2026		Total All Periods	
	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims	Claimants	Total Claims
Prescription Drugs	5	$660,659	13	$1,267,208	16	$1,572,925	0	$0	34	$3,500,792
Diseases of the circulatory system	1	$321,224	3	$215,903	4	$413,466	0	$0	8	$950,593
Factors influencing health status and contact with health services	2	$396,215	1	$60,128	0	$0	1	$90,848	4	$547,191
Neoplasms	1	$133,485	1	$65,988	1	$293,271	0	$0	3	$492,744
Diseases of the digestive system	1	$199,821	3	$257,172	0	$0	0	$0	4	$456,994
Mental, Behavioral and Neurodevelopmental disorders	0	$0	1	$96,244	2	$112,380	0	$0	3	$208,624
Diseases of the respiratory system	1	$126,065	1	$65,448	0	$0	0	$0	2	$191,513
Diseases of the nervous system	1	$151,348	0	$0	0	$0	0	$0	1	$151,348
Diseases of the musculoskeletal system and connective tissue	1	$86,481	0	$0	1	$53,059	0	$0	2	$139,540
Diseases of the ear and mastoid process	0	$0	0	$0	0	$0	1	$67,132	1	$67,132
Congenital malformations, deformations and chromosomal abnormalities	1	$51,667	0	$0	0	$0	0	$0	1	$51,667

2025 & 2026 YTD Enrollment Split

2025

	January	February	March	April	May	June	July	August	September	October	November	December
Subscribers												
Single	317	318	313	313	314	314	318	314	322	322	319	321
Family	226	225	224	225	225	226	225	224	222	223	222	221
Total	**543**	**543**	**537**	**538**	**539**	**540**	**543**	**538**	**544**	**545**	**541**	**542**
Members												
Single	317	318	313	313	314	314	318	314	322	322	319	321
Family	835	831	829	832	830	832	830	829	821	823	820	816
Total	**1,152**	**1,149**	**1,142**	**1,145**	**1,144**	**1,146**	**1,148**	**1,143**	**1,143**	**1,145**	**1,139**	**1,137**

2026

	January	February	March	April	May	June	July	August	September	October	November	December
Subscribers												
Single	322	322										
Family	224	222										
Total	**546**	**544**										
Members												
Single	322	322										
Family	831	827										
Total	**1,153**	**1,149**										

2025 & 2026 YTD Medical Claims

Month	Paid Medical Claims	Employees	Members	Paid Medical Per Employee Per Month	Paid Medical Per Member Per Month
January 2025	$119,916	543	1,152	$220.84	$104.09
February 2025	$278,295	543	1,149	$512.51	$242.21
March 2025	$278,362	537	1,142	$518.37	$243.75
April 2025	$297,966	538	1,145	$553.84	$260.23
May 2025	$403,922	539	1,144	$749.39	$353.08
June 2025	$313,057	540	1,146	$579.74	$273.17
July 2025	$313,983	543	1,148	$578.24	$273.50
August 2025	$292,127	538	1,143	$542.99	$255.58
September 2025	$274,328	544	1,143	$504.28	$240.01
October 2025	$407,156	545	1,145	$747.08	$355.59
November 2025	$188,680	541	1,139	$348.76	$165.65
December 2025	$526,812	542	1,137	$971.98	$463.34
YTD - 2025	**$3,694,604**	**541**	**1,144**	**$569.10**	**$269.13**
January 2026	$302,521	546	1,153	$554.07	$262.38
February 2026	$345,378	544	1,149	$634.89	$300.59
YTD - 2026	**$647,899**	**545**	**1,151**	**$594.40**	**$281.45**
2 Month - 2025	**$398,211**	**543**	**1,151**	**$366.68**	**$172.98**
% Change	**62.7%**	**0.4%**	**0.0%**	**62.1%**	**62.7%**

2025 & 2026 YTD Prescription Drug Claims

Month	Paid Rx Claims	Employees	Members	Paid Rx Per Employee Per Month	Paid Rx Per Member Per Month
January 2025	$247,484	543	1,152	$455.77	$214.83
February 2025	$252,841	543	1,149	$465.64	$220.05
March 2025	$219,117	537	1,142	$408.04	$191.87
April 2025	$228,576	538	1,145	$424.86	$199.63
May 2025	$264,921	539	1,144	$491.51	$231.57
June 2025	$272,040	540	1,146	$503.78	$237.38
July 2025	$201,947	543	1,148	$371.91	$175.91
August 2025	$263,810	538	1,143	$490.35	$230.81
September 2025	$229,504	544	1,143	$421.88	$200.79
October 2025	$269,051	545	1,145	$493.67	$234.98
November 2025	$293,423	541	1,139	$542.37	$257.61
December 2025	$241,862	542	1,137	$446.24	$212.72
YTD - 2025	**$2,984,575**	**541**	**1,144**	**$459.73**	**$217.41**
January 2026	$269,265	546	1,153	$493.16	$233.53
February 2026	$235,564	544	1,149	$433.02	$205.02
YTD - 2026	**$504,829**	**545**	**1,151**	**$463.15**	**$219.30**
2 Month - 2025	**$500,324**	**543**	**1,151**	**$460.70**	**$217.34**
% Change	**0.9%**	**0.4%**	**0.0%**	**0.5%**	**0.9%**

2025 & 2026 YTD Total Medical and Prescription Drug Claims

Month	Sum of Total Paid Claims	Employees	Members	Paid Total Claims Per Employee Per Month	Paid Total Claims Per Member Per Month
January 2025	$367,400	543	1,152	$676.61	$318.92
February 2025	$531,136	543	1,149	$978.15	$462.26
March 2025	$497,479	537	1,142	$926.40	$435.62
April 2025	$526,542	538	1,145	$978.70	$459.86
May 2025	$668,844	539	1,144	$1,240.90	$584.65
June 2025	$585,097	540	1,146	$1,083.51	$510.56
July 2025	$515,930	543	1,148	$950.15	$449.42
August 2025	$555,937	538	1,143	$1,033.34	$486.38
September 2025	$503,831	544	1,143	$926.16	$440.80
October 2025	$676,207	545	1,145	$1,240.75	$590.57
November 2025	$482,104	541	1,139	$891.13	$423.27
December 2025	$768,674	542	1,137	$1,418.22	$676.05
YTD - 2025	**$6,679,180**	**541**	**1,144**	**$1,028.83**	**$486.54**
January 2026	$571,786	546	1,153	$1,047.23	$495.91
February 2026	$580,942	544	1,149	$1,067.91	$505.61
YTD - 2026	**$1,152,728**	**545**	**1,151**	**$1,057.55**	**$500.75**
2 Month - 2025	**$898,536**	**543**	**1,151**	**$827.38**	**$390.33**
% Change	**28.3%**	**0.4%**	**0.0%**	**27.8%**	**28.3%**

Enrollment and Claims

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026 thru 2/28
Average Enrolled Participants					
Total - Enrolled Employees	476	497	535	541	545
Total - Enrolled Members	1,111	1,117	1,155	1,144	1,151
Paid Expenses [1]					
Total Paid Expenses (medical and Rx)	**$6,316,934**	**$6,132,392**	**$6,162,195**	**$6,679,180**	**$1,152,728**
Paid Expenses - Per Employee Per Month	$1,105.91	$1,028.23	$959.84	$1,028.83	$1,057.55
Paid Expenses - Per Member Per Month	$473.82	$457.50	$444.60	$486.54	$500.75

[1] Paid expenses do not reflect stop-loss reimbursements

Utilization Summary

Admissions/Visits/Services by Provider Type	CY 2022	CY 2023	CY 2024	CY 2025
Inpatient facility (admissions)	75	82	89	142
Outpatient (visits)	$1,611	$1,701	$1,968	$1,680
Professional (visits)	$8,782	$8,905	$8,825	$9,809
Paid Claims by Provider Type[1]				
Inpatient facility	$1,144,535	$861,634	$701,769	$635,821
Outpatient	$1,083,792	$937,309	$896,633	$1,042,494
Professional	$1,567,725	$1,623,269	$1,414,606	$1,685,763
Total	**$3,796,052**	**$3,422,212**	**$3,013,008**	**$3,364,079**
Paid Claims Per Admission/Visit/Service				
Inpatient Per Adminssion	$15,260.47	$10,507.73	$7,885.04	$4,477.61
Outpatient Per Visit	$672.74	$551.03	$455.61	$620.53
Professional Per Visit	$178.52	$182.29	$160.30	$171.86

[1] Paid claims do not reflect stop-loss reimbursements

Disclaimers

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he projections in this report are estimates of future costs and are based on information available to Segal at the time the projections were made. Segal has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, changes in medical innovation/FDA approvals, trend rates, and claims volatility. The accuracy and reliability of projections decrease as the projection period increases.

City of Joplin, MO

HDHP/HSA Options

April 10, 2026 / Kimberly Wixson / Brian Hunter

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Segal

Health Savings Account (HSA) Features

- **Health Savings Account (HSA) Contributions**
  - Employee must be enrolled in an IRS-compliant High Deductible Health Plan (HDHP)
  - Employee cannot be covered by another health plan which provides non-HDHP benefits or Medicare
  - Employee or his/her spouse cannot be enrolled in a full health care FSA
  - Employers and employees can contribute to HSAs subject to annual IRS limits
  - Triple Tax Benefits
    - Employer and Employee contributions are tax-free including state and federal taxes including FICA (ER and EE) and FUTA (ER)
    - Earnings on employer and employee contributions are tax-free
    - Withdrawals for qualified expenses defined under IRC §213(d) are tax-free
- **Health Savings Account (HSA) Withdrawals**
  - HDHP enrollment is not necessary to make withdrawals – but qualified expenses must be incurred after the effective date the HSA was established
  - Receipts are generally not required to justify an expense is qualified as an employee can withdraw from his/her HSA for non-qualified expenses (with tax consequences); but if the employee is audited, the IRS will require documentation that an expense is qualified or taxes and penalties will apply
  - Withdrawals for non-qualified non-medical expenses (including cash-outs) are subject to tax and 20% penalty (penalty waived once participant reaches age 65 but taxes still apply)
- **Health Savings Account (HSA) Other Attributes**
  - Unused HSA balances including any earnings are carried over, without limit, from year to year
  - HSA funds are portable and can be rolled over into another HSA
  - Employees can keep HSA accounts even after they change or terminate health plans or retire – you may not be able to make contributions, but you can use your HSA to cover qualified expenses

HDHP and HSA Plan Rules

- Per IRS regulations, HDHPs must include certain design elements to coordinate with HSAs:
  - There must be a minimum deductible and maximum out-of-pocket amount.
    - The minimum deductibles in 2026 is $1,700 for individual and $3,400 for families.
      - The family deductible must be non-embedded, meaning the entire amount must be satisfied as a family (satisfaction of the individual amount has no bearing).
      - These deductibles apply to all medical and prescription drug claims, except for certain preventive services including preventive drugs.
    - The maximum out-of-pocket amounts (MOOPs) in 2026 is $8,500 per individual up to $17,000 per family.

- The IRS limits HSA contributions:
  - The maximum contribution in 2026 (including both employer contributions and employee self-contributions) is $4,400 per individual and $8,750 for families.
    - A catch-up contribution of $1,000 is allowed for individuals 55 or older (if not enrolled in Medicare).

HDHP Plan Options

	PPO		HDHP Example 1		HDHP Example 2	
Employer HSA Contribution						
Annual (S/F)	Not Applicable		Not Applicable		$600 / $1,200	
Medical	**INN**	**OON**	**INN**	**OON**	**INN**	**OON**
Deductible (S/F)	$750 / $1,500	$1,500 / $3,000	$1,700 / $3,400 (non-embedded)	$3,400 / $6,800	$2,000 / $4,000 (non-embedded)	$4,000 / $8,000
Member Coinsurance	20%	40%	0%	20%	20%	40%
Medical MOOP (S/F)	$2,000 / $4,000	$6,000 / $12,000	$1,700 / $3,400	$4,000 / $8,000	$3,500 / $7,000	$7,000 / $14,000
Office Visits (PCP / Spc)	$25 / $25 copay	D&C	D&C	D&C	D&C	D&C
Preventive Services	0%	D&C	0%	D&C	0%	D&C
ER Room	$150 copay	$150 copay	D&C	D&C	D&C	D&C
Urgent Care	$50 copay	D&C	D&C	D&C	D&C	D&C
Prescription Drugs						
Deductible (S/F)	Not Applicable	Not Applicable	Integrated	Not Applicable	Integrated	Not Applicable
Member Coinsurance	Not Applicable	Not Applicable	Integrated	Not Applicable	Integrated	Not Applicable
Generic (retail / mail)	$10 / $25	Reimbursable	D&C	Not Covered	D&C	Not Covered
Brand (retail / mail)	$30 / $75	Reimbursable	D&C	Not Covered	D&C	Not Covered
Non-Pref. Brand (retail / mail)	$50 / $125	Reimbursable	D&C	Not Covered	D&C	Not Covered
Specialty	Same as Above	Reimbursable	D&C	Not Covered	D&C	Not Covered
Rx MOOP (S/F)	$5,100 / $10,200	$5,100 / $10,200	Integrated	Not Covered	Integrated	Not Covered
Combined INN MOOP (S/F)	**$7,100 / $14,200**	**$11,100 / $22,200**	**$1,700 / $3,400**	**Not Applicable**	**$3,500 / $7,000**	**Not Applicable**
Plan Value (relative to PPO)	**1.00**		**0.99**		**1.00**	

S/F = Single / Family
INN = In-network, OON = Out-of-network
MOOP = Maximum Out-of-Pocket Amount
D&C = Deductible & Coinsurance

- The relative values illustrated are estimated based on actuarial modeling of these plan designs. Actual cost of these plans will depend on actual utilization.
- Employer HSA contribution, where applicable, includes the entire amount credited to accounts.
- In the event the City begins offering multiple benefit options (i.e. HDHP alongside the legacy PPO), the average cost for the HDHP and PPO will eventually start to diverge.

Next Steps

- We recommend an HDHP/HSA be offered effective January 1, 2027, alongside the existing PPO plan.
- We recommend a plan design similar to Option 2 to avoid needing to increase the plan deductibles every year to meet the minimum required under the rules.
- We recommend the City contribute to members HSAs to offset the high-deductible and to fully-leverage the tax advantages available under HSA rules.

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JOPLIN CITY COUNCIL
MAY 4, 2026
MEETING MINUTES

CALL TO ORDER

The May 4, 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 Lynn Onstot.

ROLL CALL

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

Absent: Ryan Jackson

Motion by Mr. Cowles, second by Ms. Price to excuse the absence of Mr. Jackson. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS

The following residents addressed Council.

Maurice Filson

PUBLIC HEARINGS

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-266

Mayor O'Brian opened the Public Hearing
Andrea Snyder, applicant, spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-266

Mr. Bard introduced 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. Motion by Mr. Bard, second by Mr. Cortez that Council Bill No. 2026-266 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

PUBLIC HEARING FOR RESOLUTION NO. 2026-008

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

COUNCIL BILL NO. 2026-008

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Cortez that Resolution No. 2026-008 be passed. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-268

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

COUNCIL BILL NO. 2026-268

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2026-268 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the consent agenda. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

Minutes of the April 20, 2026, Joplin City Council Meeting

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. **Ordinance No. 2026-069.**

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. **Ordinance No. 2026-070.**

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. **Ordinance No. 2026-071.**

RESOLUTIONS

RESOLUTION NO. 2026-007

Mr. Bard introduced 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. Motion by Mr. Bard, second by Ms. Price, that Resolution No. 2026-007 be approved. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

RESOLUTION NO. 2026-009

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Cortez, that Resolution No. 2026-009 be approved. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1.

ORIDNANCES – EXPEDITED

COUNCIL BILL NO. 2026-350

Mr. Bard introduced 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. Motion by Mr. Bard, second by Ms. Price, that Council Bill No. 2026-350 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1. **Ordinance No. 2026-072.**

COUNCIL BILL NO. 2026-351

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Bard, that Council Bill No. 2026-351 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1. **Ordinance No. 2026-073**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-006

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-006 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1. The Bill was read as Council Bill No. 2026-006.

COUNCIL BILL NO. 2026-510

Mr. DeTar introduced 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.

Mr. Phil Stinnett addressed Council on this topic.

Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-510 be **stricken**. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1. The Bill was **STRIKEN**.

This item will be discussed under Issues and Options during budget work sessions.

COUNCIL BILL NO. 2026-609

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Bard, that Council Bill No. 2026-609 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Moran, O'Brian and Price, 8. Absent: Jackson, 1. The Bill was read as Council Bill No. 2026-609.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mayor O'Brian would like to set up a half day goal setting session for Council in June.

The meeting was adjourned at 7:30 p.m.

Respectfully,

Holly Nagy
City Clerk

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:
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

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).

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

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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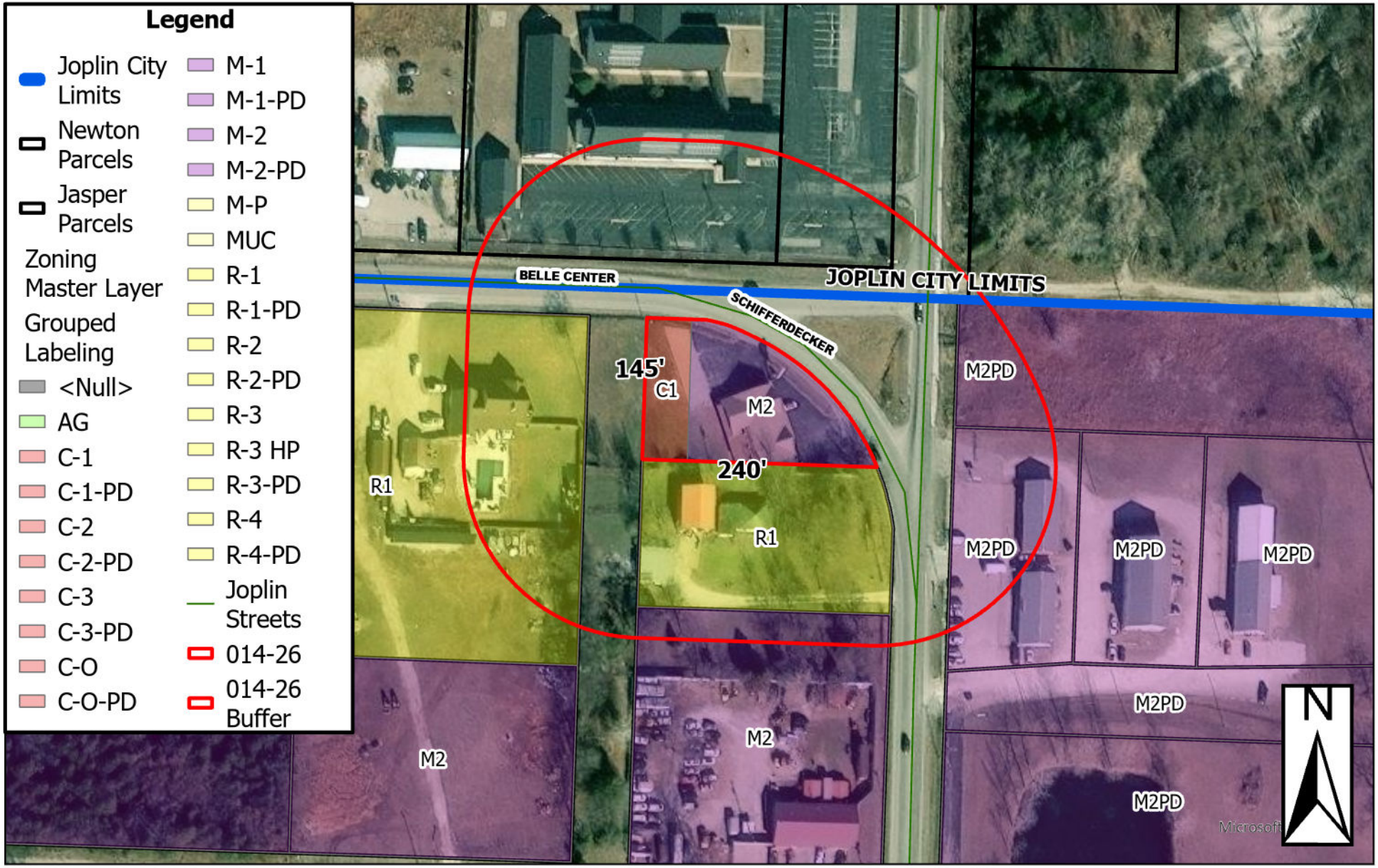
Case 014-26: Rezoning



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:
2026-268 – 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

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).

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

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:

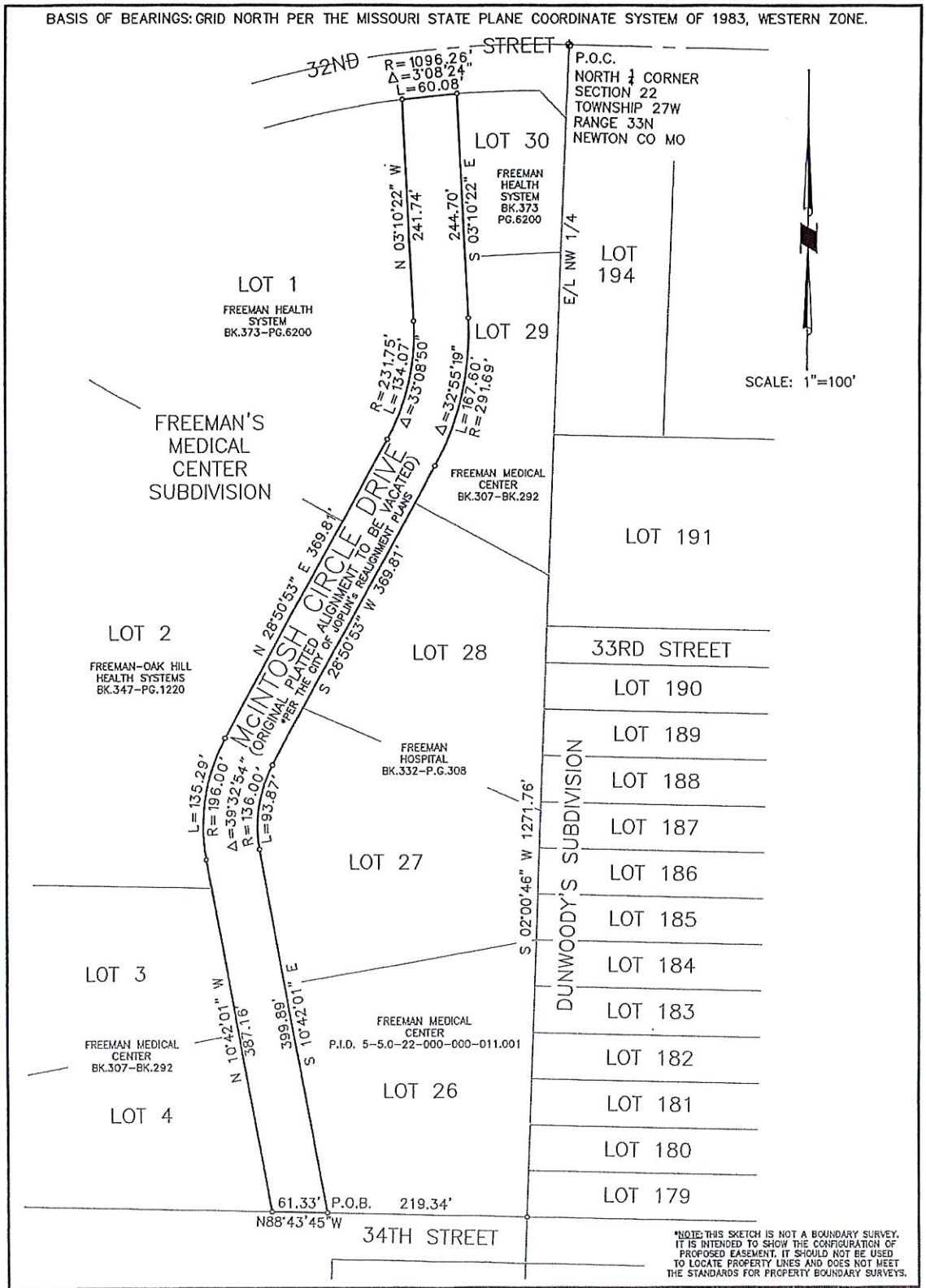
1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☐ No (form complete)

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:
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2. Our utility:
   ☐ has no objection
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   ☐ 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

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:
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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

Get Outlook for iOS

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
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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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

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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
Phone: 417-624-0820 ext 1511
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   ☐ 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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   - ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☑ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

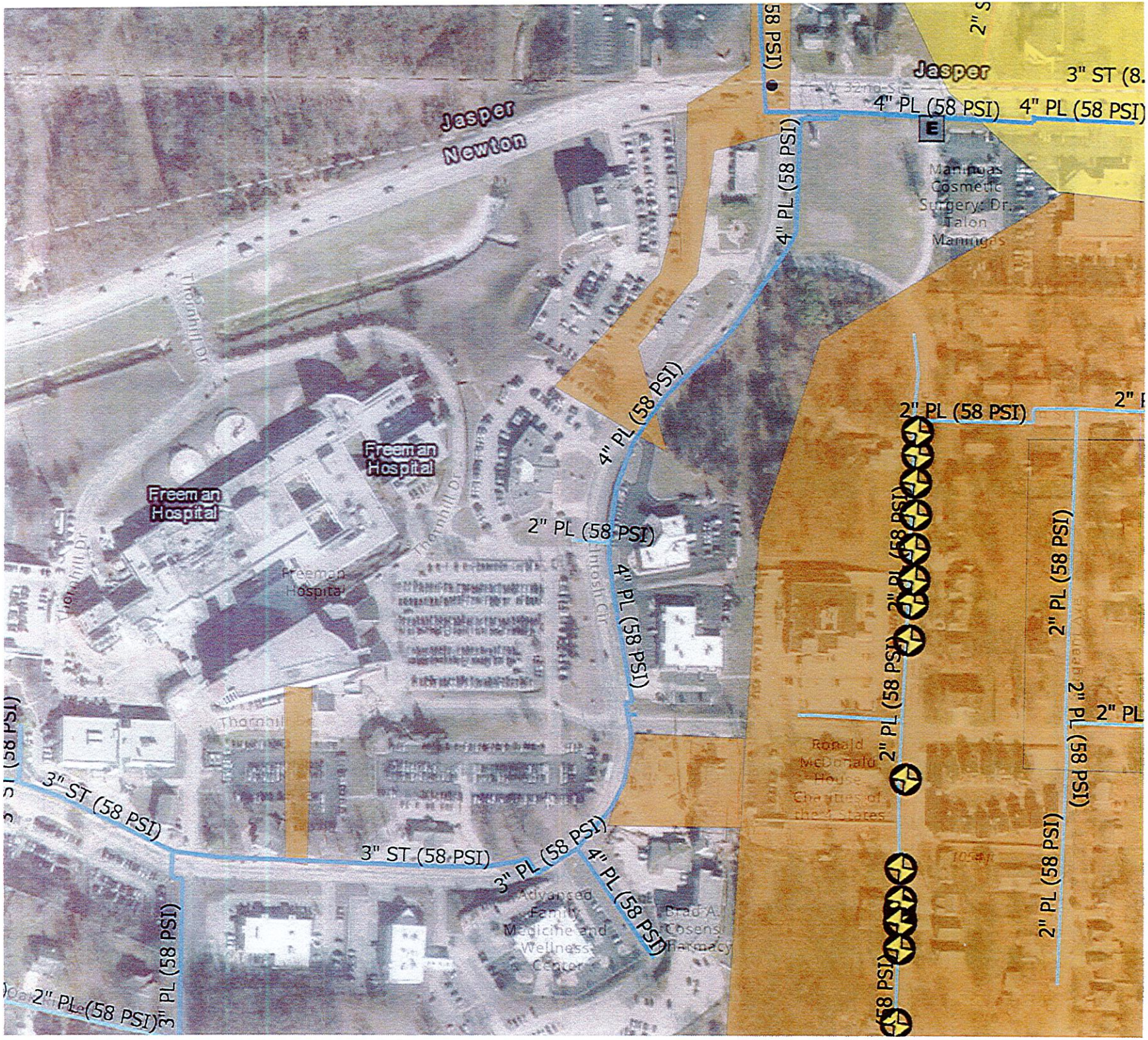
Please return this form within **21 days** to the applicant listed above.

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

Authorized Representative — Date

Spire

Name of Utility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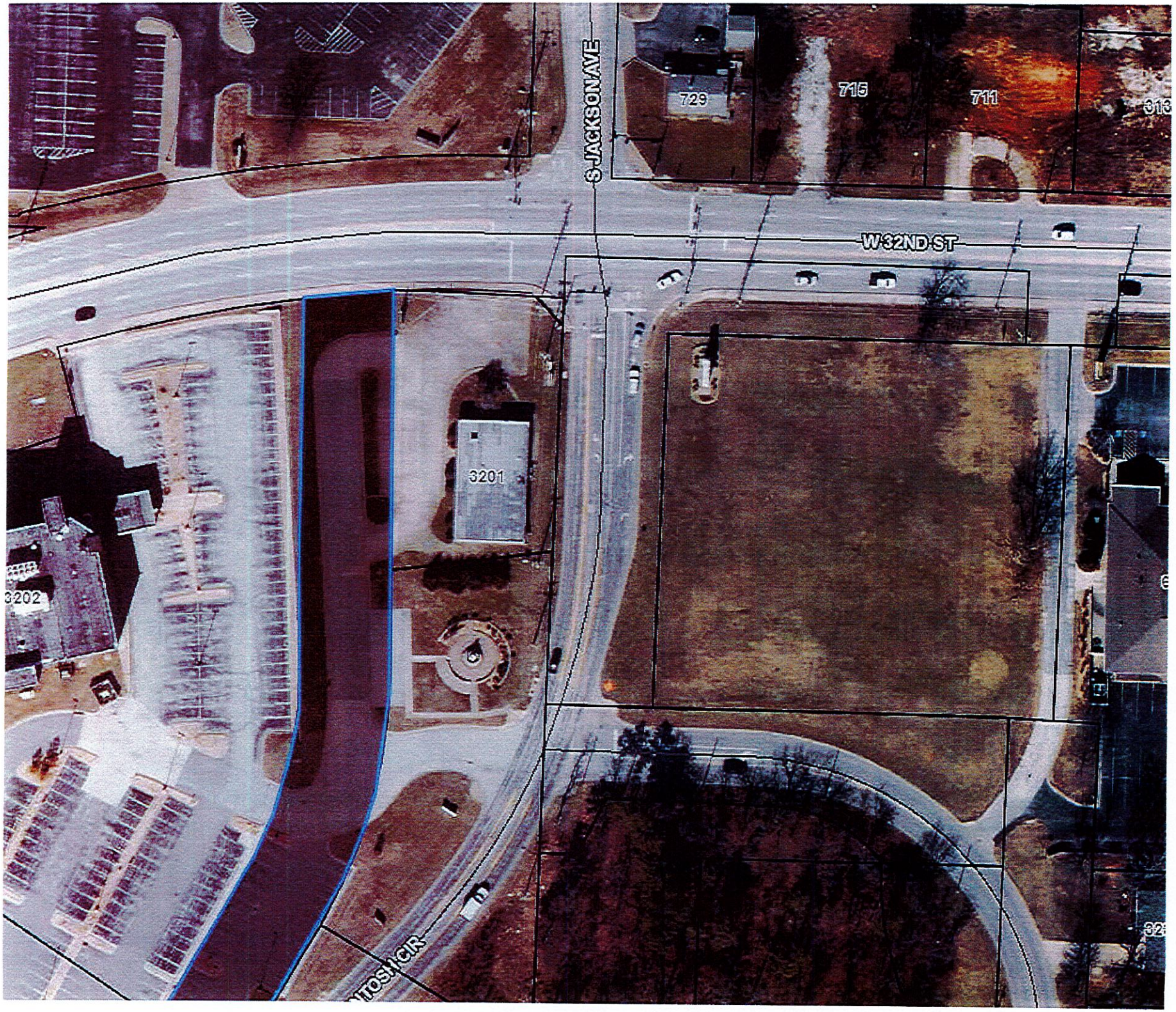
Ronald McDonald House Charities of the 4 States
Advanced Family Medicine and Wellness Center
Brad A. Cosens Pharmacy


S JACKSON AVE
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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

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2025-12-29 - 5:45:56 PM GMT

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2025-12-29 - 5:45:56 PM GMT

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2025-12-29 - 5:45:56 PM GMT

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2025-12-29 - 5:47:24 PM GMT

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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

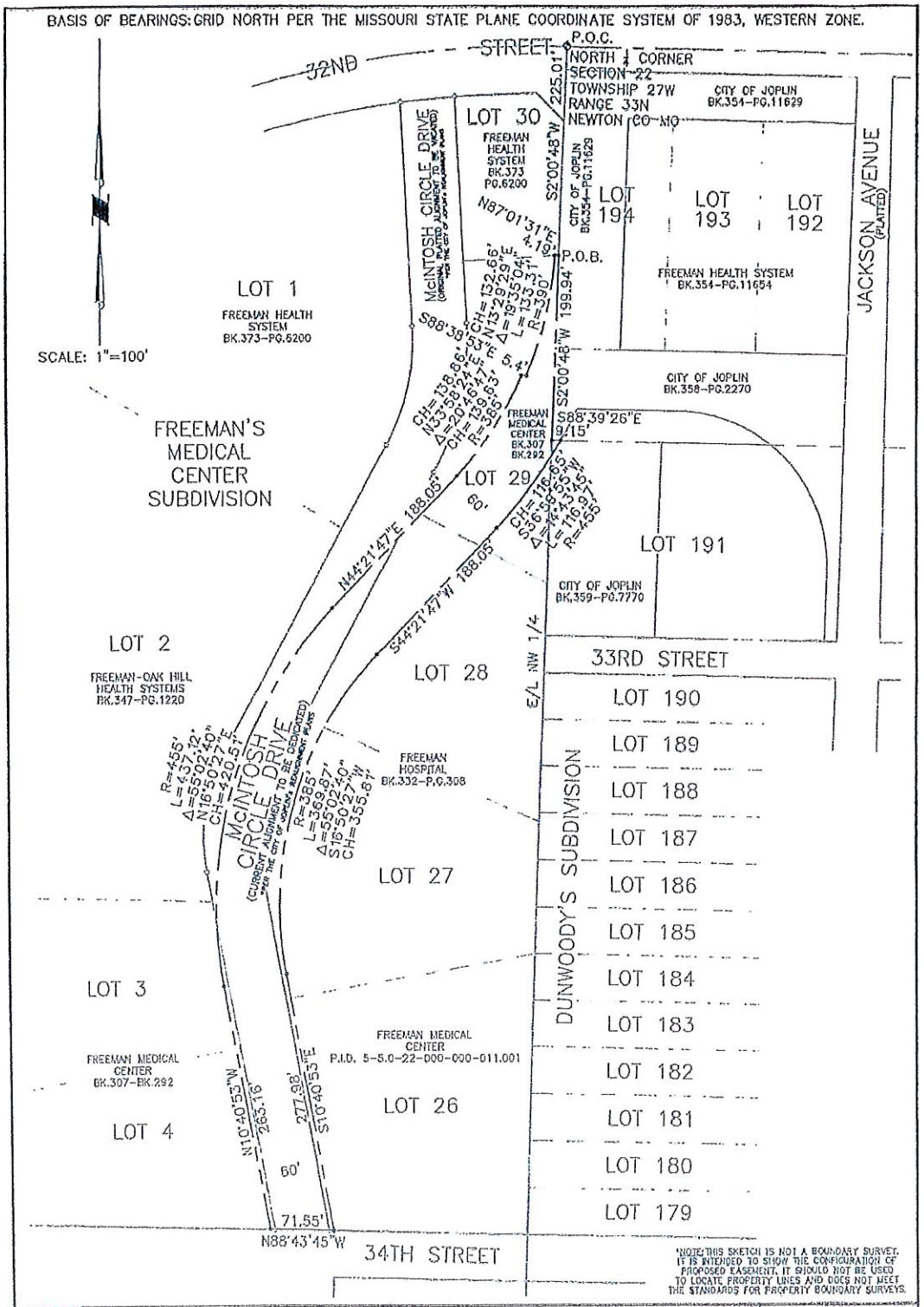
On this 28th day of January, 2026, before me personally appeared **Freeman-Oak Hill Health System (dba Freeman Health System),** and that said instrument was signed in behalf of said corporation of the consideration stated therein and no other, and acknowledged said instrument to be free the act and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

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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.

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:

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.

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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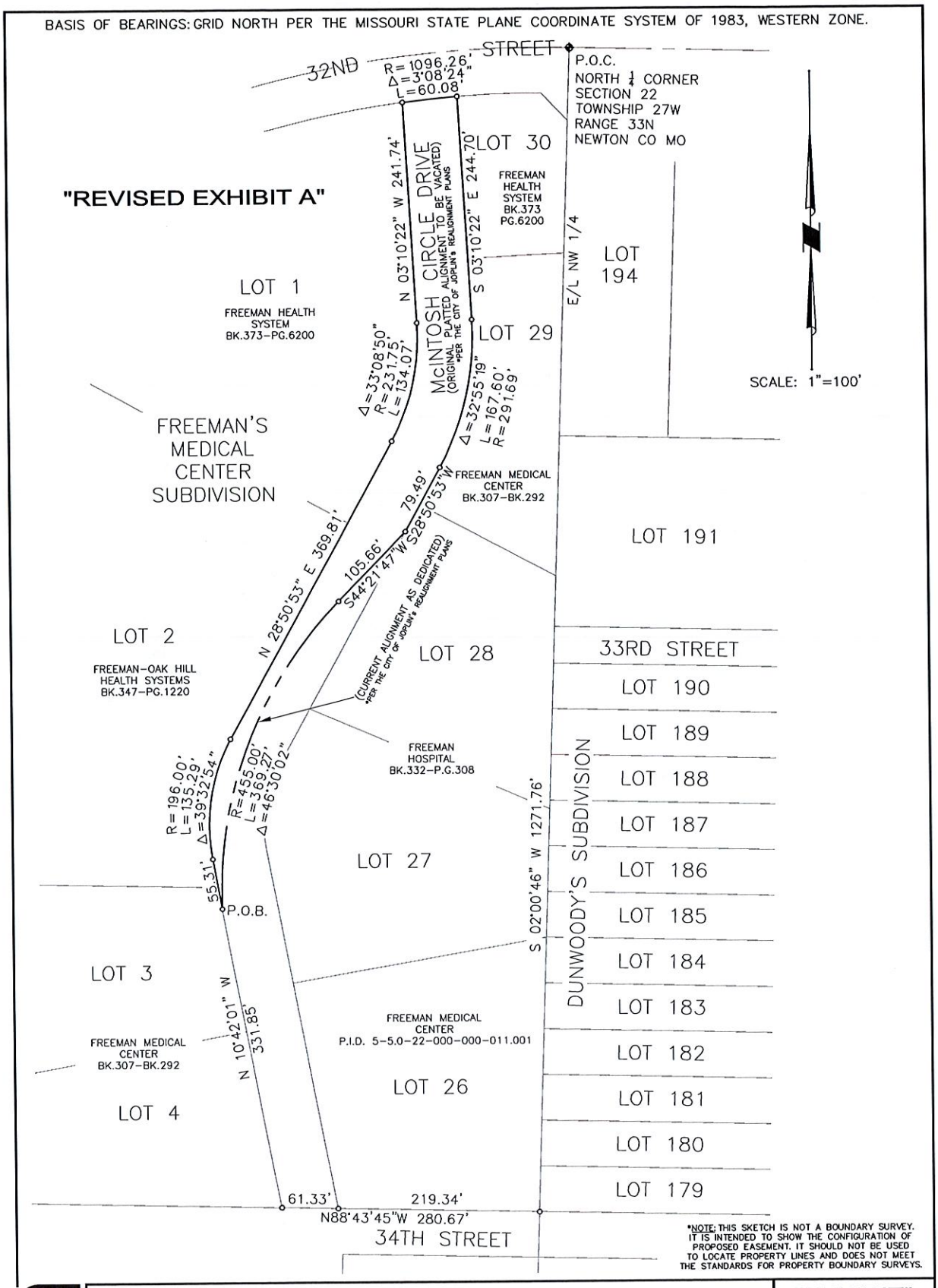
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

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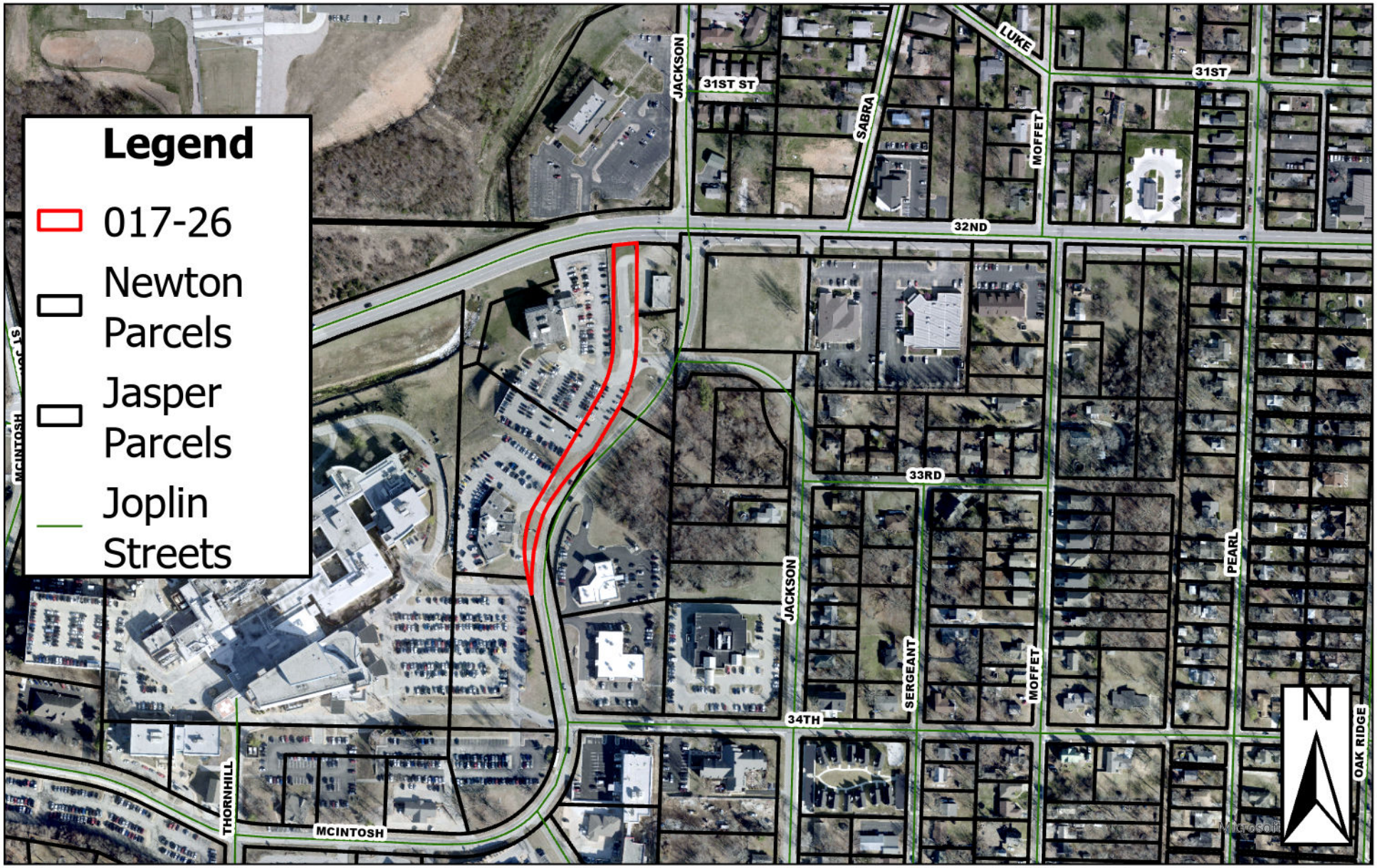
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

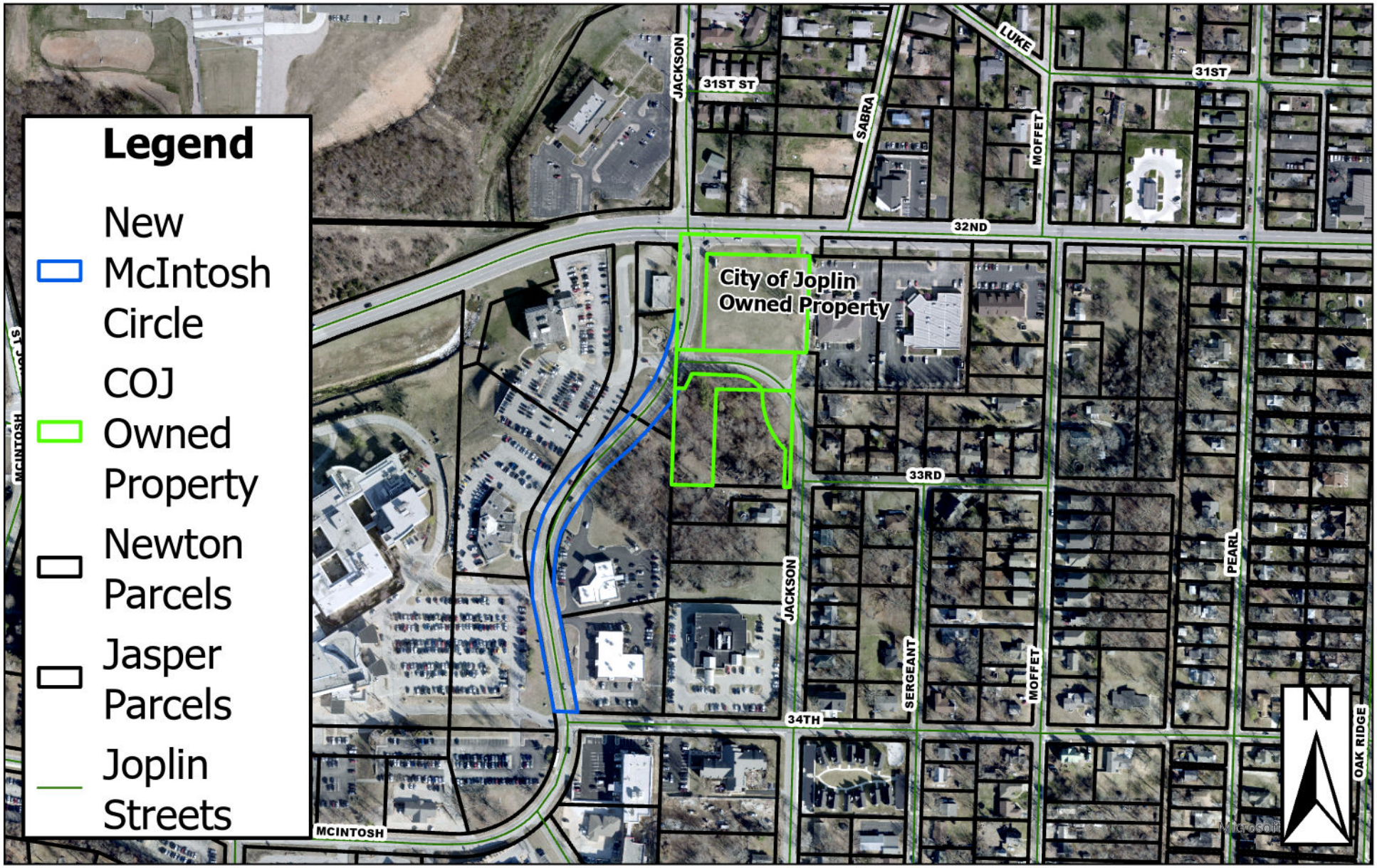
DWG. NO.

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

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-511 – Approving the Second Amendment to the 1717 Marketplace Tax Increment Financing Plan

MEETING DATE
May 18, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-511 Ordinance; Exhibit "A" Second Amendment to the 1717 Marketplace Tax Increment Financing Plan

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Second Amendment to the 1717 Marketplace Tax Increment Financing Plan.

BACKGROUND
On January 10, 2005, the City Council adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") by Ordinance No. 2005-006, designated the Redevelopment Area, designated 1717 Market Place, LLC, as the developer of the redevelopment projects included in the Redevelopment Plan, and authorized the City to enter into a TIF Redevelopment Agreement with the developer. A Transportation Development District ("TDD") was subsequently formed in this same area and began levying a one-eighth percent (0.125%) sales tax for use along with TIF revenues to fund reimbursement of a portion of the project costs.

In the late summer of 2012, the developer filed bankruptcy. As a part of this multi-year process, the TIF/TDD revenue stream was acquired by another party, WBB, LLC, which became obligated to comply with certain requirements of the redevelopment agreement for the project. One of those requirements was to complete construction of 15th Street from Rangeline Road to the Walmart property to City specifications and to dedicate it to the City as a public street. After analysis by the City and extensive discussions with WBB, LLC, over a one and one-half year period regarding the options for completing the 15th Street improvements, staff and the City Council concluded that in order to complete the construction in the most timely and cost effective manner, without incurring additional interest costs, the City, rather than WBB, should complete the improvements and be reimbursed by the TIF/TDD revenues from the project. The City Council approved an agreement with WBB, LLC, on February 5, 2018, to assume this responsibility and the First Amendment to the Redevelopment Plan on May 21, 2018, to revise the budget for the work to reflect the estimated costs as of that date.

Thereafter, the City staff proceeded with acquiring the necessary right-of- way and designing and constructing the 15th Street improvements which are now complete. The total cost for this work is approximately $600,000 more than what was originally estimated in 2018. As a result, in order for the City to be fully reimbursed for these costs, the Redevelopment Plan must be amended to reflect the increased costs.

The Second Amendment to the Redevelopment Plan revises various sections of the text of the Redevelopment Plan and Exhibit 3 Detail of Project Costs to reflect the $600,000 increase in costs associated with the 15th Street improvements. The City is not seeking any reimbursement for financing costs associated with its advancing the necessary funds to complete the 15th Street improvements. In addition, the Second Amendment revises the Redevelopment Plan to reflect the currently projected timeframe for final repayment of all reimbursable project costs in 2026, which is approximately 3 years ahead of the 23 years allowed under the TIF statutes.

The TIF Commission held a public hearing on April 30, 2026, on the Second Amendment to the Redevelopment Plan. There were no public comments about the amendment. The Commission unanimously approved the amendment at the meeting. With the approval of this bill, the City will be able to be fully reimbursed for the actual costs incurred for the 15th Street improvements. Following reimbursement, City staff intends to bring forth an ordinance to the City Council to terminate the TIF and Redevelopment Area so that any surplus TIF revenues remaining in the TIF Special Allocation Fund can be redistributed to the affected taxing jurisdictions in accordance with the requirements of the TIF Act.

FUNDING SOURCE

1717 Marketplace Tax Increment Financing Special Allocation Fund

RECOMMENDATION

Staff recommends approval of this council bill on an expedited basis in order to repay the City and then close the TIF to benefit the taxing jurisdictions as swiftly as possible.

COUNCIL BILL NO. 2026-511 **ORDINANCE NO.**

AN ORDINANCE approving the Second Amendment to the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

WHEREAS, on January 10, 2005, the City Council of the City of Joplin (the "City") adopted Ordinance No. 2005-006 approving the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo., (the "TIF Act"); and

WHEREAS, on May 21, 2018, the City Council adopted Ordinance No. 2018-063 approving the First Amendment to the 1717 Marketplace Tax Increment Financing Plan; and

WHEREAS, City staff has prepared the Second Amendment to the 1717 Marketplace Tax Increment Financing Plan (the "Second Amendment") to increase the budget to provide necessary funding for the City to be fully reimbursed for costs it has incurred associated with the 15th Street Improvements as contemplated by the Redevelopment Plan; and

WHEREAS, pursuant to the TIF Act, City staff on behalf of the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Second Amendment to the City Council; and

WHEREAS, the Joplin School District designated two representatives, Jasper County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and

WHEREAS, notice of a public hearing on April 30, 2026, before the Commission to discuss the proposed Second Amendment was provided in accordance with the provisions of the Act; and

WHEREAS, the public hearing was opened by the Commission on April 30, 2026, and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Second Amendment and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt a resolution recommending to the City Council that the Second Amendment be approved and adopted; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendation of the Commission, desires to approve the Second Amendment.

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

Section 1. That the Second Amendment to the 1717 Market Place Tax Increment Financing Plan, dated April 2, 2026, a copy of which is attached hereto as Exhibit A, is hereby approved and

adopted.

Section 2. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance is declared by the City Council to be an expedited matter within this meaning of Section 2.12 (4) and (6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with Tax Increment Financing Appropriations and Public Improvements and, as such, shall become effective immediately upon its passage.

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

_____, 2026, by a vote of _____.

_____
Mayor, Brian “Rob” O’Brian, III

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Second Amendment to the 1717 Market Place Tax Increment Financing Plan
April 2, 2026

[see attached]

EXHIBIT “A”

SECOND AMENDMENT

TO THE

1717 MARKET PLACE

TAX INCREMENT FINANCING PLAN

Joplin, Missouri

April 2, 2026

SECOND AMENDMENT TO THE
1717 MARKET PLACE TAX INCREMENT FINANCING PLAN

April 2, 2026

The 1717 Market Place Tax Increment Financing Plan approved on January 10, 2005, by the City Council of the City of Joplin, Missouri, by Ordinance No. 2005-006, as amended by the First Amendment to the 1717 Marketplace Tax Increment Financing Plan approved on May 12, 2018, by Ordinance No. 2018-063, is hereby amended as follows:

1. The third paragraph in Article I. INTRODUCTION, page 5, is revised to read as follows:

   The aggregate Redevelopment Project costs are estimated at approximately Thirty-three Million Six Hundred Thousand Dollars ($33,600,000), including professional service costs (including architect, engineer, special consultant and attorney fees), but excluding financing costs (and excluding financing carry during construction).

2. The first sentence of the last paragraph in Article I. INTRODUCTION, page 6, is revised to read as follows:

   It is anticipated that the Reimbursable Project Costs for the Redevelopment Project will be fully reimbursed in approximately the year 2026.

3. The first paragraph of Section A. Projected Redevelopment Project Costs. in Article VIII. FINANCING PLAN, page 14, is revised to read as follows:

   A. Projected Redevelopment Project Costs. The total Redevelopment Project Costs (exclusive of Financing Costs) are estimated to be approximately Thirty-three Million Six Hundred Thousand Dollars ($33,600,000). The total Redevelopment Project Costs inclusive of Financing Costs are estimated to be in excess of Fifty-three Million Six Hundred Thousand Dollars ($53,600,000). Thus, the TIF Reimbursable Project Costs (exclusive of Financing Costs) amounting to $10,647,865 (also exclusive of TDD reimbursement) represents approximately 31.7% of the total Project Costs (also exclusive of Financing Costs).

4. The second sentence of Section C. of Article VIII. FINANCING PLAN, page 14, is revised to read as follows:

   It is anticipated that TIF Revenues generated by the completed Redevelopment Project will be sufficient to pay the Reimbursable Project Costs, and that the Reimbursable Project Costs will be fully repaid in approximately the year 2026.

5. Exhibit 3 Detail of Project Costs is amended as follows:

The line item titled "15th Street Improvements – Additional Costs" in the "Street Improvements" category in the amount of $1,200,000 is increased to $1,800,000 in both the "Total All Project Costs" column and the "TIF Reimbursable Costs (Without TDD)" column. The subtotals for these columns in the "Street Improvements" category are also increased accordingly.

The "Total Costs (without Financing Costs)" and "Total Project Costs (including Financing)" line items are increased to reflect the increase noted above.

The projected year of completion in the last paragraph of Exhibit 3, page 3, is revised from 2023 to 2026.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-128 – Approving an Occupancy License Agreement between Missouri & Northern Arkansas Railroad Company Inc. and the City of Joplin

MEETING DATE
May 18th, 2026

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2026-128 Ordinance, Agreement, Exhibit Map

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

SUMMARY
This Council Bill will approve the execution of an Occupancy License Agreement between Missouri & Northern Arkansas Railroad Company Inc. (MNA) and the City of Joplin, as it pertains to construction of an underground sanitary sewer pipeline crossing related to the 7th Street Sanitary Sewer Relocation Project across railroad right-of-way; establishing certain obligations for the continuation of the occupancy, including payment of an annual fee of Nine Hundred Sixty and 00/100 Dollars ($960.00).

BACKGROUND
In support for the Missouri Department of Transportation (MoDOT) roadway improvements project, several City-owned sanitary sewer manholes located within MoDOT's right-of-way must be relocated outside of the project limits. City Council has previously approved a construction agreement with Asbell Companies to complete the sanitary sewer relocation work. The project includes a bored crossing with a 20-inch steel casing installed beneath the railroad right-of-way to accommodate the relocated sewer line.

This agreement authorizes the installation of improvements within the railroad right-of-way and allows the City to maintain and operate the sanitary sewer infrastructure following construction.

FUNDING SOURCE
The annual cost of $960.00 is included in the Fiscal Year 2026 Sanitary Sewer Budget. The total budgeted amount for the line-item Fees & Permits is $25,000.00. Adequate funds are available in the Sanitary Sewer Fund for this expenditure.

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

COUNCIL BILL NO. 2026-128 **ORDINANCE NO.**

AN ORDINANCE approving the execution of an Occupancy License Agreement between Missouri & Northern Arkansas Railroad Company Inc. (MNA) and the City of Joplin, as it pertains to construction of an underground sanitary sewer pipeline crossing related to the 7th Street Sanitary Sewer Relocation Project across railroad right-of-way; establishing certain obligations for the continuation of the occupancy, including payment of an annual fee of Nine Hundred Sixty and 00/100 Dollars ($960.00); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company Inc. (MNA) for the Occupancy License Agreement; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of June 2nd, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian “Rob” O’Brian, III, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 20__, by and between **Missouri & Northern Arkansas Railroad Company, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224**, and **City Of Joplin (**"LICENSEE"), whose address is **602 South Main Street, Joplin, MO, 64801.**

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ( ) above ground (X) below ground

B. ( ) water pipeline (X) sewer pipeline ( ) stormwater pipeline ( ) cable tv wireline ( ) fiber optic wireline

( ) communications wireline ( ) power wireline

located at or near Mile Post **547.8, RIDEOUT LEAD Subdivision, Latitude: 37.084611, Longitude: -94.542294,** at or near **JOPLIN**, County of **JASPER**, State of **MO**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

UNDER GROUND SEWER PIPELINE DISTRIBUTION CROSSING 13.2" CARRIER- 20" CASING including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power **("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **$960.** LICENSEE shall also submit a **one-time agreement processing fee** of **$1000, engineering review fee** of **$2250** and a **contractor right of entry fee** of **$1750 ,** which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. If this Agreement shall be terminated without cause by LICENSOR pursuant to this Section 4, and LICENSEE has complied with all of the terms and conditions of this Agreement, then LICENSOR shall refund to LICENSEE the unearned portion of the annual fee paid in advance (prorated on a monthly basis).

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF EACH (HEREINAFTER COLLECTIVELY THE "LICENSOR INDEMNITEES"), SHALL not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY. THE INDEMNITIES PROVIDED IN THIS SECTION 5 ARE SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE LICENSOR INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE LICENSOR INDEMNITEES AND THERE IS NO NEGLIGENCE OR FAULT ON THE PART OF LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 5 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT THE LICENSOR INDEMNITEES SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS THE LICENSOR INDEMNITEES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL THE LICENSOR INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR INDEMNITEES" AS USED IN THIS SECTION 5 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

Neither this Agreement nor the Occupancy herein granted may be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Upon approval by LICENSOR, LICENSEE shall satisfy any applicable transfer of rights or assignment fees in effect at that time.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 9, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by the Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports is required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at 866.527.3499 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of the Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS,** attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR'S property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface or underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR'S Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at is option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE LICENSOR INDEMNITEES AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF THE NEGLIGENCE OF THE LICENSOR INDEMNITEES, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF THE LICENSOR INDEMNITEES.

Section 19. RESERVED.

Section 20. RESERVED.

Section 21. RESERVED.

Section 22. LEGAL NOTICES.

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: **City Of Joplin**
602 South Main Street
Joplin, MO 64801
Attention: Dan Johnson

LICENSOR: **Missouri & Northern Arkansas Railroad Company, Inc.**
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

COPY TO:

General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820
legalnotices@gwrr.com

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of MO without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 27. HEADINGS.

The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 28. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 29. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

Section 30. CONFIDENTIALITY.

The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____20__.

LICENSOR

Missouri & Northern Arkansas Railroad Company, Inc.

By: _____

Name:

Its:

LICENSEE

City Of Joplin

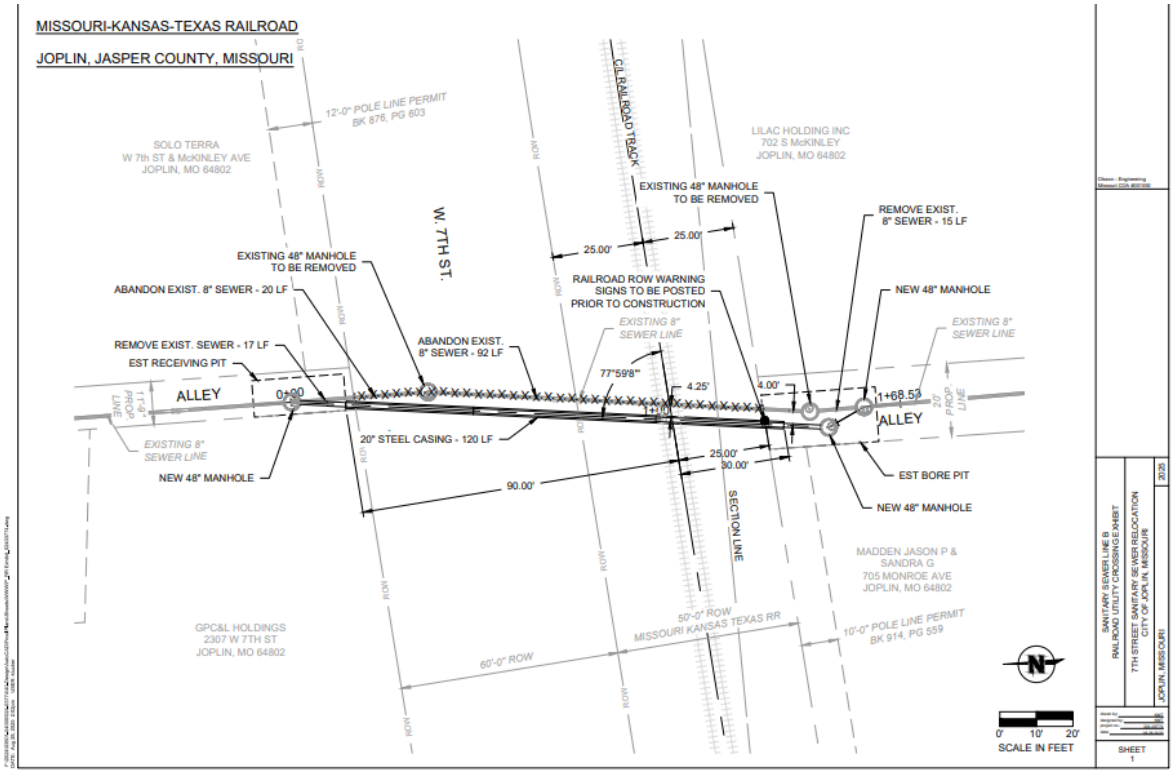
By: _____

Name:

Its:

EXHIBIT A

LICENSEE'S FACILITIES



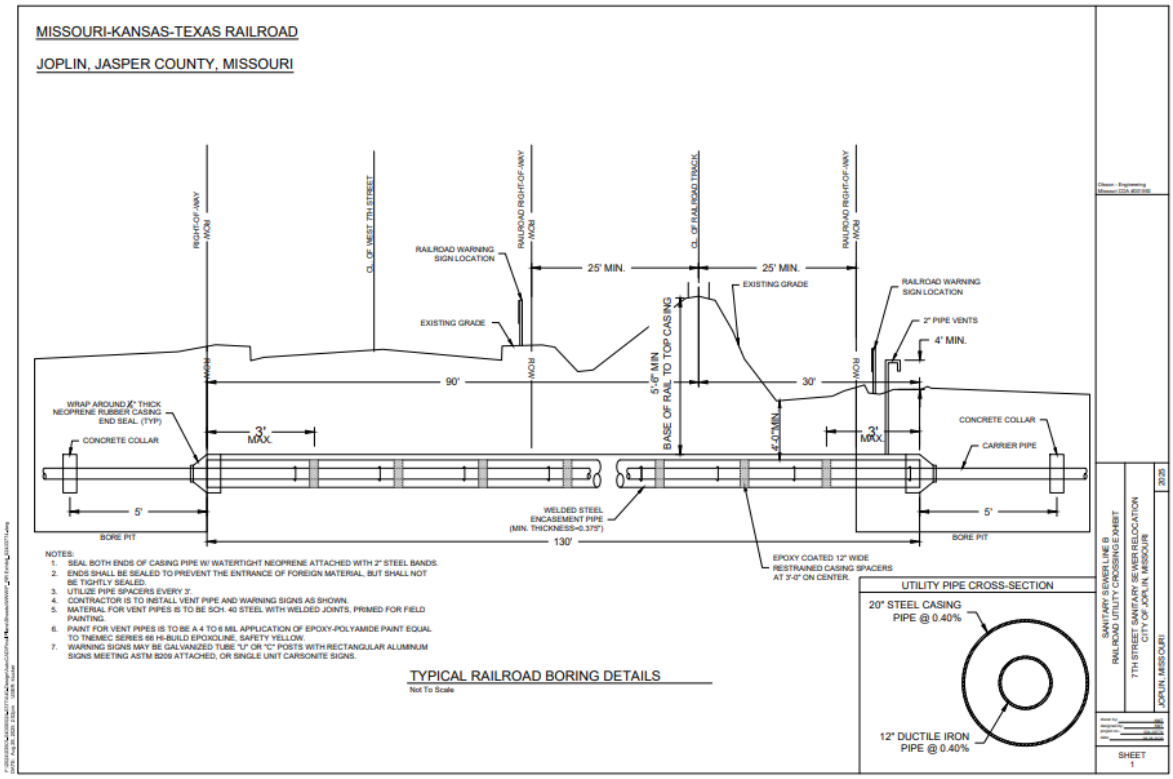


EXHIBIT B

SURVEY

EXHIBIT C

INSURANCE REQUIREMENTS

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track,** the Licensee shall purchase Railroad Protective Liability Insurance naming the Licensor Indemnitees as the named insureds with limits of Two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Licensor.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor Indemnitees.**

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on

or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Missouri & Northern Arkansas Railroad Company, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

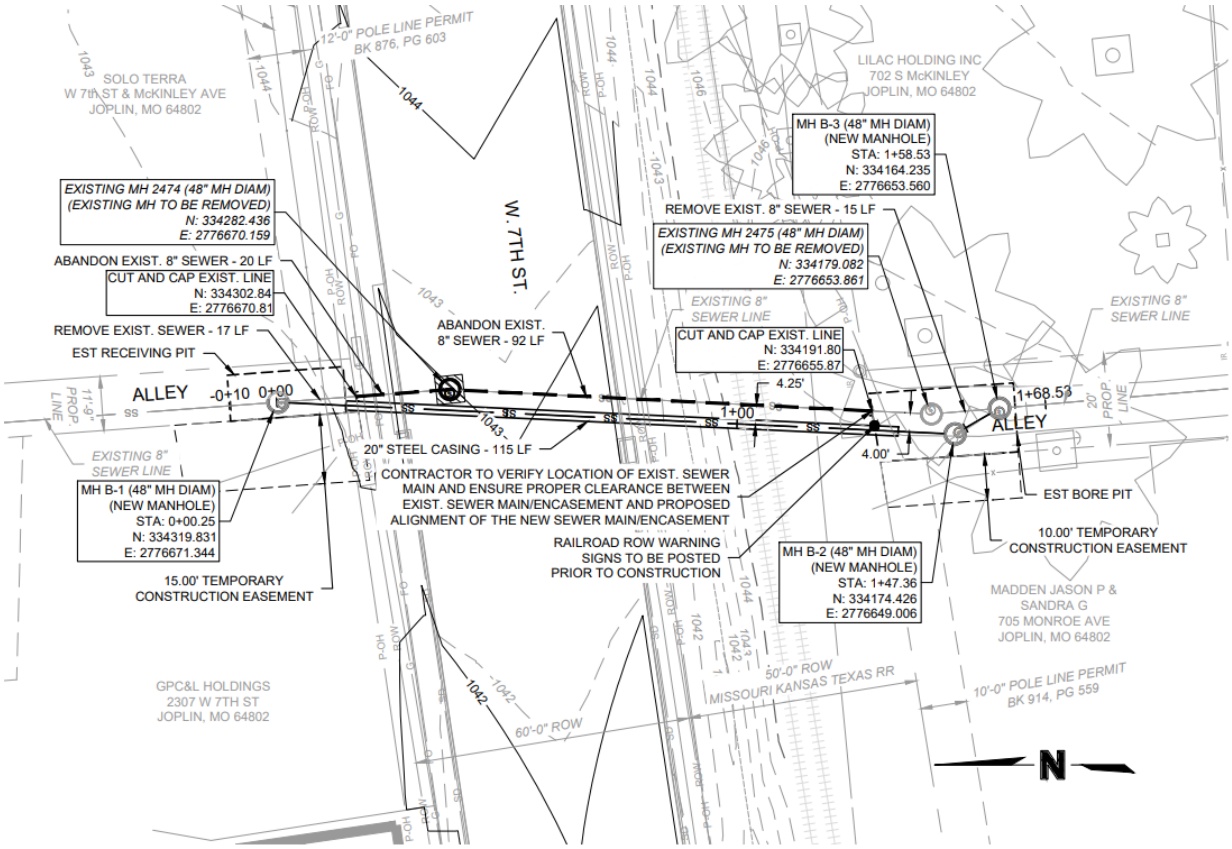
(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement but shall be additional security therefor.

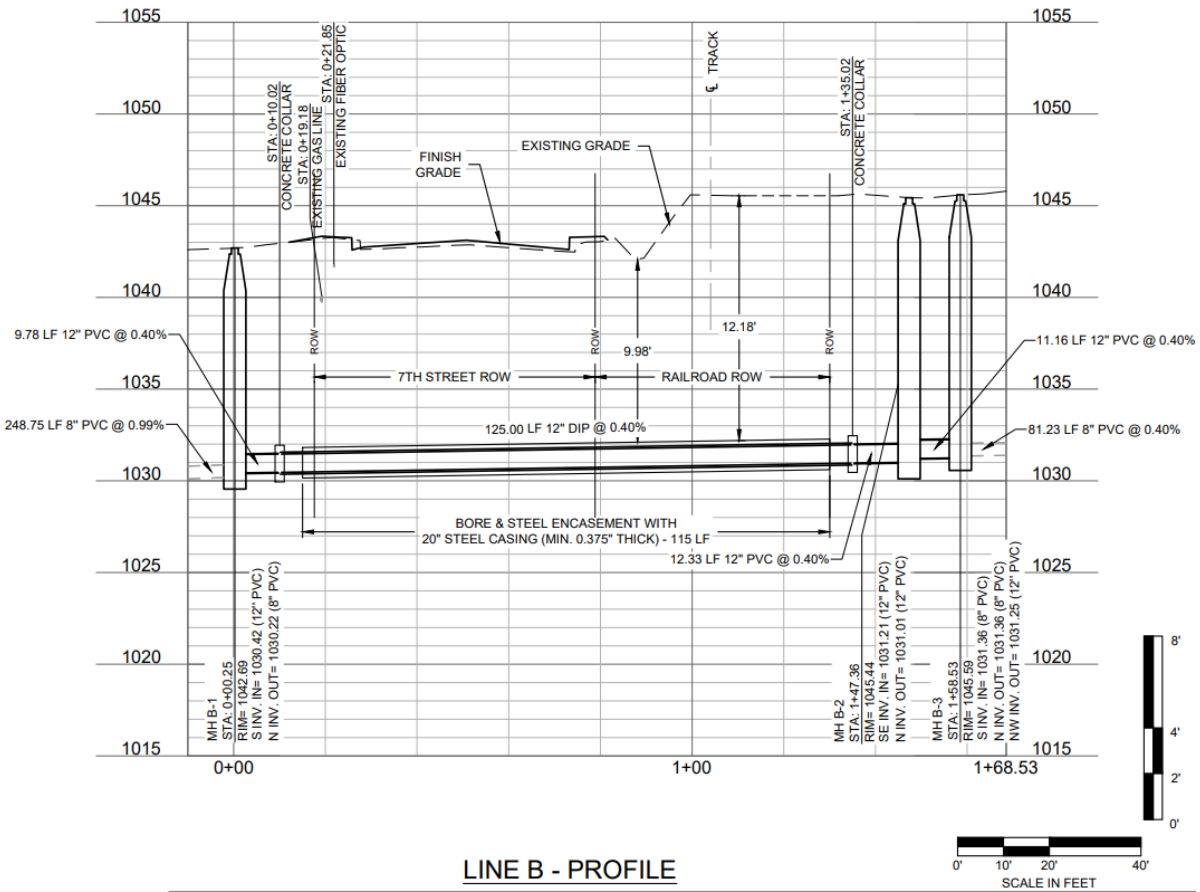
(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.



LINE B - PLAN



LINE B - PROFILE

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-261 – Text Amendment

MEETING DATE:
April 6, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 010-26: Text Amendment – A request to amend the Joplin Development Code, Table 5-02, to permit Duplex - Multi-Unit Home under R-2 (Two-Family Residential), through limited applicability – Tyler Casey/Pro X, Inc.

BACKGROUND:

The current zoning code is a form-based code, that takes into consideration the type of structure being built, and the context of the neighborhood in which it is constructed. The code currently defines two types of duplex developments. Duplex, Suburban vs Duplex, Multi-Unit house, and differentiate the building types based on the existing contexts of the neighborhood.

Duplex, Multi-Unit House, falls within the context of an urban neighborhood. This type of structure has the scale and massing of a detached house that happens to be divided into multiple units. These types of structures are typically within the older, walkable neighborhoods, or neighborhoods within the original street grid, where the design is compatible with the existing pattern of development, typically at a higher density (3,000 square feet per unit, or 6,000 for a duplex). This housing type is currently permitted through limited applicability (allowed as infill based on surrounding context) in an R-3 District, and within the R-4 District. Currently, this is not permitted on a 6,000 square foot lot within the R-2 District.

Duplex, Suburban, is permitted in R-2 and R-3 by right, provided the lot is at least 7,800 square feet. This is at a lower density than Duplex, Multi-Unit House. Suburban Duplexes are duplexes that have the scale and massing of two attached houses.

The proposed change will be to allow Duplex, Multi-Unit house, through limited applicability through infill, or through a Planned Development application if not infill development, within the R-2 District. The request will be for limited applicability, in contexts where varieties of housing types exist, and the structure proposed is compatible with the buildings in the neighborhood. The limited applicability will protect single-family residential neighborhoods, while still allowing higher density housing in R-2 Districts in appropriate contexts.

The intent of the R-2 District states "The R-2 district provides residential living that mixes multi-unit building formats into low- or moderate-density suburban neighborhood settings, allowing a mix of housing options at strategic locations in which transition to complimentary and supporting uses."

PLANNING & ZONING COMMISSION TESTIMONY:

The applicant presented the case. Mr. Bellairs elaborated that the request adjusts the density standard to 6,000 square feet for a specific type of construction (multi-unit home) in infill situations where it is consistent with the existing neighborhood.

The Commission asked if this could be accomplished through a variance. Mr. Bellairs responded that the Board of Adjustments does not have authority over zoning standards, only on development standards. The Commission asked if this could be accomplished through a PD. Mr. Bellairs responded that a PD is meant to benefit the area as a whole and has a minimum size requirement. They cannot be used to make adjustments for a single infill lot.

Ms. Klue-Michael asked if there were any cons. Mr. Bellairs said that this will be context based, because the way it was written it is limited applicability only in infill situations. We reduced the lot size for single-family homes to 6,000 in an R-2. So in neighborhood like the Schuber Mitchell subdivisions that were just done were at 6,000 square foot lots, that would be a suburban context that would not be infill. Think more like the walkable neighborhoods, the original street grids that are much more urban style of development where a variety of housing types already exist, that would be an ideal location where this would be permitted only through infill. More suburban neighborhoods, the way it is written it still protects those developments from being changed to two-family or multi-family. So it does have protections in there based off the way it was written and anything that is outside infill they have to go to the commission and council through a planned development review, we can't approve that administratively it is only in the defined very narrow context that this is allowed. It still has those protections that would ideally prevent any negative outcomes from lowering that density.

Ms. Phillips stated that just because something is zoned R-2, does not mean that we should put a duplex on the lot. Infill houses that she is seeing are not sympathetic to the neighborhoods.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:

Staff recommends approving Council Bill 2026-261

Planning & Zoning Commission recommends denying Case 010-26 (Motion to pass failed - 3 in Favor, 4 Opposed, 0 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Text Amendment

CASE 010-26 Text Amendment

APPLICANT Tyler Casey/Pro X, Inc.

REQUEST:

The applicant is requesting to amend Table-5-02, of the Joplin Municipal Code, Appendix 29-A (Joplin Development Code), Article 5: Building and Development Standards, Section 1, Residential Development Standards, to allow for Duplex/Multi-Unit House in an R-2 District.

DISCUSSION:

The current zoning code is a form-based code, that takes into consideration the type of structure being built, and the context of the neighborhood in which it is constructed. The code currently defines two types of duplex developments. Duplex, Suburban vs Duplex, Multi-Unit house, and differentiate the building types based on the existing contexts of the neighborhood.

Duplex, Multi-Unit House, falls within the context of an urban neighborhood. This type of structure has the scale and massing of a detached house that happens to be divided into multiple units. These types of structures are typically within the older, walkable neighborhoods, or neighborhoods within the original street grid, where the design is compatible with the existing pattern of development, typically at a higher density (3,000 square feet per unit, or 6,000 for a duplex). This housing type is currently permitted through limited applicability (allowed as infill based on surrounding context) in an R-3 District, and within the R-4 District. Currently, this is not permitted on a 6,000 square foot lot within the R-2 District.

Duplex, Suburban, is permitted in R-2 and R-3 by right, provided the lot is at least 7,800 square feet. This is at a lower density than Duplex, Multi-Unit House. Suburban Duplexes are duplexes that have the scale and massing of two attached houses.

The proposed change will be to allow Duplex, Multi-Unit house, through limited applicability through infill, or through a Planned Development application if not infill development, within the R-2 District. The request will be for limited applicability, in contexts where varieties of housing types exist, and the structure proposed is compatible with the buildings in the neighborhood.

The limited applicability will protect single-family residential neighborhoods, while still allowing higher density housing in R-2 Districts in appropriate contexts.

The intent of the R-2 District states "The R-2 district provides residential living that mixes multi-unit building formats into low- or moderate-density suburban neighborhood settings, allowing a mix of housing options at strategic locations in which transition to complimentary and supporting uses."

Staff finds the requested density allowance compatible with the intent of the R-2 District.

Staff recommends to approve Case 010-26

ENCLOSURES:

- Application

CASE 010-26 TEXT AMENDMENT

Dustin Ellias of ProX, 809 Catherine Ave, explain that that the R-2 zoning currently requires at 7,800 square foot lot but many of the R-2 zoned lots are only 50 feet wide and 120 feet long so even though they are R-2 their square footage requirement isn't met. We are asking that that minimal lot size be 6,000 square feet rather than 7,800. This is meant to increase the number of affordable housing.

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

Ms. Phillips asked if ProX wrote the text amendment or if the city was involved as well.

Mr. Bellairs explained that the staff report was provided by the city while the application was done by ProX. He went on to say that the way the amendment was written it does more than what was just explained. That there are two types of duplexes. One being the outward appearance of two home put together with a common wall. What ProX is typically building is what's called a multi-unit home, which has the forming, massing, and modulation of the outward appearance of one home that's just been divided into two units. This will not be the kind of suburban style that is spread out. This style of development is meant for in-fill in certain context in neighborhoods that match what they're trying to do. In a lot of our more urban neighborhoods there are several homes that you would not know that are divided into multiple units because they are in R-3 districts. Currently the zoning code allows for that type of duplex in an R-3 district at 3,000 square foot per unit. But the suburban style is still at 7,800 square feet. You will not be able to build the suburban style at 6,000 square feet. But in those neighborhoods where it is truly in-fill and the surrounding context where there is similar housing types they can do that housing style where it still looks like a single-family house from the outside, but it has two units. This is not a broad approval of duplexes within 6,000 square feet, it is very much context based depending on the housing types there and it is very much subject to the review of the type of structure they're building.

Ms. Klue-Michael asked Mr. Bellairs if we were to approve this type of build on these smaller lots are we going to be facing any cons for the city or for other people who are looking to build this type of structure? Is there going to be any negative impact?

Mr. Bellairs said that this will be context based, because the way it was written it is limited applicability only in infill situations. We reduced the lot size for single-family homes to 6,000 in an R-2. So in neighborhood like the Schuber Mitchell subdivisions that were just done were at 6,000 square foot lots, that would be a suburban context that would not be infill. Think more like the walkable neighborhoods, the original street grids that are much more urban style of development where a variety of housing types already exist, that would be an ideal location where this would be permitted only through infill. More suburban neighborhoods, the way it is written it still protects those developments from being changed to two-family or multi-family. So it does have protections in there

based off the way it was written and anything that is outside infill they have to go to the commission and council through a planned development review, we can't approve that administratively it is only in the defined very narrow context that this is allowed. It still has those protections that would ideally prevent any negative outcomes from lowering that density.

Ms. Phillips asked if this could be handled on a case-by-case basis also by the Board of Adjustment?

Mr. Bellairs indicated that this would be a code change to allow it to be infill, so no, this would not go to the Board of Adjustment. The Board of Adjustment does not have the authority under the interpretation article of the zoning code. They don't have the authority to grant any amendments to zoning or district standards like density or lot size, zoning or what uses are allowed, that is outside their review. They can grant variances to the development standard but they cannot grant variances to matters of zoning or district standards.

Mr. Kimble asked Mr. Ellias what his team is hoping to gain by going to try to change or have this amendment for R-2 rather than going with an R-3 that would fit what the current building is right now.

Mr. Ellias stated that we just want to make R-2 lots that are available where there are infill lots, we just want to make those to where they can accommodate a duplex. We're not into building multi-family homes outside of bigger than a duplex. There is plenty of inventory in lots out there that are 6,000 square feet that have been sitting there with nothing built on there for quite a while. Doing this would allow duplexes to be built on them.

Mr. Kimble said that when you say duplex are you talking about just a two-family unit or a multi-family unit that looks like a regular house?

Mr. Ellias stated that it would be just a two-family unit.

Mr. Kimble stated that everything Tyler (Mr. Bellairs) has talked about and my understanding was that this was a multi-family unit not just a two-family unit.

Mr. Bellairs indicated that the definition is multi-unit home that can be hypothetically if you have the square footage you can do a three or four unit home but in an R-2 it is still limited to two family.

Dr. Rosenburg asked, you're not asking for a change to the width of the lot, you would like to change the depth of the lot?

Mr. Ellias responded that was correct.

Dr. Rosenburg said that most of the time you come anyway and you ask for a 50-foot lot and you're going to put a single family dwelling on it. That seems to be the trend that I'm seeing. That would reduce the depth of a lot to 100 feet?

Mr. Ellias stated that it would be 120 feet. There are plenty lots along Byers.

Dr. Rosenberg asked if those lots are just unbuildable.

Mr. Ellias responded that they are not buildable for a duplex even though they are zoned for a duplex. But based on the square foot requirement we can't build duplexes.

Dr. Rosenberg asked if the lots are not necessarily as narrow as 50 feet that they might be 65 feet or 60 feet.

Mr. Ellias indicated that most of the lots are 50-foot wide.

Mr. Bellairs clarified that the density standards for the district give you a certain square footage for each type of development that you have to have. In this instance what they are referring to is that there are lots in the City of Joplin that are zoned R-2 they just aren't 7,800 square feet. In an R-2 district where the infill context is appropriate they could build a two-unit home in a 6,000 square foot lot with this change. Specifically what he is referring to is existing lots that are already zoned R-2 that just aren't at that 7,800 square foot size.

Mr. Kimble asked Mr. Bellairs could this just be a case-by-case basis rather than making an amendment to what's already there where someone is wanting to put a duplex on a lot this size because they come up and ask for the change rather than making an across-the-board change. Why not just have that happen every time rather than the overall change or amendment to the text.

Mr. Bellairs said that in our procedures we do have codes to address the fluctuation of density requirements but that is what is called a planned development or in some areas a planned unit development. There is usually a specific size where it is going to benefit more than the individual property. It is going to be more of a neighborhood style development where there is typically a size requirement for that in a PD. That would be a case-by-case basis. Because we're talking about individual lots that's the goal behind this change because you are going into an individual lot that typically is not going to qualify or meet the size requirements to do a PD on a case by case basis which is why they are requesting to amend the code to allow it by right.

Dr. Rosenberg said that it seems to me that if I remember right the housing development on North St. Louis has a whole bunch of 5,000 square foot lots for a single family dwelling.

Mr. Bellairs responded that was done through a PD and then amended the code to 6,000 square feet for single-family. That was the Schuber development.

Dr. Rosenberg stated that the whole trend is to get a smaller lot.

Ms. Phillips said that just because something is zoned R-2 is probably historically because they changed a single-family dwelling to a duplex. Just because something is R-2 we are force a duplex onto a lot that was something before we even had zoning. If there is an empty lot that's not being developed as R-2, I say put a single-family lot there. Because the infill houses that I'm seeing aren't sympathetic to the neighborhoods. Not all of them, some are not sympathetic to the single-family dwelling in the neighborhood. Though I say single-family they may be technically zoned R-2 because of historic reasons. If we did a case-by-case and the neighbors within 185 feet said "No" that's not going to look good for the neighborhood, density in this neighborhood is not a good thing or we don't want it at this time.

Mr. Ellias said that one of our big things is to reduce housing costs and to be able to provide affordable housing. As a builder I can tell you there's a duplex you get to build off of one electrical drop, one roof. There are costs that are shared between the two units. My square footage cost between building a duplex and building a single home is almost one and a half times. It's 40% higher to build a single-family home. If I'm renting the same I got to charge more for a single-family. We are trying to make it so that everybody, not just us, can build these more affordable housing in areas that are already zoned R-2. They're zoned for a duplex the code but by putting 7,800 square feet means that they're not really zoned for a duplex.

Ms. Klue-Michael asked what the rent rate would be for affordable housing.

Mr. Ellias responded that for these being brand-new homes with three bedroom and two bath, we are renting them at $1,200 - $1,250 range.

Mr. Kimble asked Mr. Bellairs to clarify why it wouldn't be better to go case-by-case rather than making a sweeping amendment on this right now.

Mr. Bellairs stated that with the issues of zoning beside the PD is that you can't do it on a case-by-case basis. The Board of Adjustment does not have that authority to grant a case-by-case exception. The only way to do that would be a PD and a lot-by-lot basis wouldn't work. You need to look at the zoning districts across the board. We can't pick it out on a case-by-case district.

Mr. Kimble asked what happens if we pass the text amendment and this gentleman wants to come and build a house on a lot where the zoning is not aligning, the text amendment is saying that we can have this conversation.

Mr. Bellairs indicated that the text amendment is to reduce the size for that kind of development. If it were an R-1 then it would need to be rezoned. But if the property is 6,000 square feet in a neighborhood where there are already a mix of housing types and it is already zoned R-2, they wouldn't have to come back.

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

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

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

Mr. Kimble asked the commission for a motion.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 010-26. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL, MOTION DID NOT PASS. (3 IN FAVOR, 4 IN OPPOSITION, 0 ABSENT).

Text Amendment Procedures

Applicability. Amendments to these regulations that are generally applicable throughout the city or in specific districts, or are uniformly applied to certain situations, may be initiated by the property owner, the City Council or the Planning Commission, or by Staff on behalf of these entities.

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

1. The amendment furthers the purposes of these regulations in Section 1.01.B.
2. The amendment is consistent with the comprehensive plan and has been considered for both its long-range affects as well as immediate impacts.
3. The amendment promotes the public health, safety, quality of life and general welfare of the community in the City of Joplin.

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

1. Applications may be accompanied by a related comprehensive plan amendment, or more specific plan, provided that amendment or plan has meet all of the legal and policy requirements for plan approvals independent of the proposed text amendment.
2. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
3. The Planning Commission may recommend or City Council may approve a lessor change than was proposed in the notice, when considering the proposed change relative to the currently applicable standards.

Effect of Decision. Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance, and be effective after the date specified in the ordinance. The Director shall incorporate approved amendments into this code by reference to the specific amending ordinance, and indicate the newly applicable provisions and the replaced provisions, or by recodification of the official code that incorporates the approved amendment.

Text Amendment 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.: 010-26
Filing Fee: $550.00
Received: 2/3/26
Date Advertised: _____
Proj. No.: 26-013
Public Hearing Date: 3/9/26-PNZ
4/6/26
-CC

Applicant: Tyler Casey / Pro X Inc. Phone No.: 620-687-0425

Address: 809 Katherine Avenue, Joplin, MO Email: tyler@proxproperty.com

Owner: Tyler Casey Phone No.: 620-687-0425

Address: 809 Katherine Avenue, Joplin, MO Email: tyler@proxproperty.com

Section to be Amended: Joplin Municipal Code, Appendix 29 A (Joplin Development Code), Article 5. Building and Development Standards, Section 1. Residential Development ~~Standards, Table 5-02.~~

Present Text: ☐ ☐ Duplex / Multi-unit House
~~6K - 12K s.f.~~
3K s.f. per unit
2 - 4 units

Reason for Amendment:
To allow Duplex/Multi-Unit House in the R-2 District, under limited applicability. Substantial data and justification is attached to ~~this application, this type of land use restriction negatively~~ impacts housing affordability, private investment and job creation.

Does the Amendment...:

Yes No

(X) ( ) Add language to the Development Code?

○	⊗	Supplement an existing section?
⊗	○	Modify an existing section?
○	⊗	Repeal an existing section?

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

Yes	No	
⊗	○	Completed and signed application.
⊗	○	One thumb drive of a .docx copy of the proposed amendment.

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: Tyler Casey **Date:** 2/2/2026

docusign

Certificate Of Completion

Envelope Id: FFEB2AD3-BE54-4124-8D70-5951AF03F44B
Status: Completed
Subject: Complete with Docusign: Blank TextAmendmentApplication2022Fillable.pdf
Source Envelope:
Document Pages: 3
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tyler Casey
101 S Broadway
Pittsburg, KS 66762
tyler@proxproperty.com
IP Address: 67.235.135.49

Record Tracking

Status: Original
2/2/2026 2:25:53 PM
Holder: Tyler Casey
tyler@proxproperty.com
Location: DocuSign

Signer Events	Signature	Timestamp
Tyler Casey tyler@proxproperty.com CEO Pro X Franchising LLC Security Level: Email, Account Authentication (None)	Tyler Casey Signature Adoption: Pre-selected Style Using IP Address: 67.235.135.49	Sent: 2/2/2026 2:36:47 PM Viewed: 2/2/2026 2:36:55 PM Signed: 2/2/2026 2:36:59 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 2:36:47 PM
Certified Delivered	Security Checked	2/2/2026 2:36:55 PM
Signing Complete	Security Checked	2/2/2026 2:36:59 PM
Completed	Security Checked	2/2/2026 2:36:59 PM

Payment Events	Status	Timestamps

Proposed Zoning Text Amendment

City of Joplin Zoning Code
Section 5.01 – Table 5-02 (Dimensional Standards)

Current Standard (R-2 District):
Minimum Lot Area: **7,800 square feet**

Proposed Amendment:
Minimum Lot Area: **6,000 square feet**

All other dimensional standards remain unchanged.

Applicant's Rationale & Findings

1. Excessive and Unworkable Land Use Restriction

A review of existing platted lots within the City of Joplin reveals that **there are effectively no R-2 zoned lots that meet the current 7,800 square-foot minimum lot size requirement**. As a result, the standard functions as a **de facto prohibition** on new development within the R-2 zoning district rather than a reasonable regulation.

This condition exceeds what is necessary to accomplish legitimate land-use objectives and represents an **excessive restriction on property rights**.

---

2. Conflict With the Intent of the R-2 Zoning District

The R-2 zoning district is intended to accommodate **duplexes and low-density multifamily housing** as a transitional housing type between single-family neighborhoods and higher-density residential areas.

In practice, the current minimum lot size:

- Prevents duplex and small multifamily development
- Forces R-2 zoned land to function **no differently than single-family zoning**
- Undermines the original policy intent of the zoning classification

Reducing the minimum lot size to 6,000 square feet restores the district's intended function without increasing allowed density beyond what the district already permits.

---

3. Negative Impact on Housing Supply and Affordability

The current standard directly:

- Reduces housing supply
- Limits housing type diversity
- Decreases consumer choice
- Contributes to upward pressure on housing costs

By preventing otherwise lawful development, the regulation **artificially constrains housing production**, which is contrary to widely accepted housing affordability principles and local economic development goals.

---

4. Economic Development and Employment Impacts

The restriction has broader economic consequences, including:

- Fewer construction projects
- Reduced demand for local construction trades
- Decreased private investment
- Lower property tax base growth

Lots that are zoned and intended for multifamily development remain **vacant or underutilized**, resulting in lost economic activity and foregone municipal revenue that could otherwise support essential city services.

---

5. Consistency With Existing Development Patterns

A 6,000 square-foot minimum lot size:

- Aligns with existing platted lot sizes throughout Joplin
- Is consistent with historic development patterns
- Allows modest infill development without altering neighborhood character
- Does not increase height, bulk, or use intensity beyond what R-2 already permits

This amendment corrects a dimensional mismatch rather than introducing new development pressure.

---

6. Public Benefit

The proposed amendment will:

- Increase feasible housing production
- Support workforce housing needs
- Encourage reinvestment in underutilized areas
- Expand the local tax base
- Create construction and related jobs
- Better align zoning regulations with adopted land-use goals

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Conclusion

The current 7,800 square-foot minimum lot size in the R-2 zoning district is not supported by existing conditions, zoning intent, or public benefit outcomes. Reducing the minimum to 6,000 square feet is a **measured, data-driven correction** that restores functionality to the zoning district while advancing housing availability, affordability, and economic vitality in the City of Joplin.

The Impact of Minimum Lot Size Regulations on Housing Supply, Affordability, and Economic Development

A Justification for Amending the R-2 Minimum Lot Size Requirement in Joplin, Missouri

Abstract

Minimum lot size regulations are a common zoning tool intended to manage density and neighborhood character. However, when set above prevailing development patterns, these standards can operate as exclusionary constraints that limit housing supply, reduce affordability, and suppress economic activity. This paper examines empirical research on land-use regulation and housing markets and applies those findings to the City of Joplin's R-2 zoning district. Evidence indicates that the existing 7,800 square-foot minimum lot size functions as an excessive restriction that prevents development consistent with the district's intent. Reducing the requirement to 6,000 square feet is supported by planning theory, housing economics, and public interest outcomes.

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1. Introduction

Local zoning ordinances play a central role in shaping housing supply and urban form. Among these regulations, minimum lot size requirements directly influence development feasibility by determining whether parcels can be used at all. When such standards are misaligned with existing lot patterns or zoning intent, they can unintentionally eliminate permitted housing types, reduce housing supply, and increase costs.

In the City of Joplin, the R-2 zoning district is intended to accommodate duplexes and low-density multifamily housing. However, the current minimum lot size of 7,800 square feet has resulted in a condition where virtually no existing R-2 lots are developable under the ordinance, effectively nullifying the district's purpose.

---

2. Minimum Lot Size Regulations and Housing Supply

A substantial body of economic research finds that restrictive land-use regulations, including minimum lot sizes, reduce housing supply by limiting the number of units that can be built on available land.

Glaeser and Gyourko (2003) demonstrate that artificial regulatory constraints, rather than construction costs, are a primary driver of housing scarcity in regulated markets. Similarly, Glaeser, Gyourko, and Saks (2005) find that zoning constraints significantly reduce housing elasticity, meaning markets are unable to respond to increased demand with new supply.

Minimum lot size requirements are particularly impactful because they can render otherwise viable parcels undevelopable, leading to underutilized land and suppressed housing production (Pendall, 2000).

---

3. Effects on Housing Affordability

The relationship between land-use restrictions and housing affordability is well documented. The U.S. Department of Housing and Urban Development (HUD) and the Federal Reserve have both concluded that restrictive zoning increases housing prices by limiting supply.

A national study by the National Bureau of Economic Research found that metropolitan areas with stricter land-use regulations experience significantly higher housing prices and rents, even after controlling for income and demand factors (Gyourko, Saiz, & Summers, 2008).

HUD (2021) specifically identifies minimum lot size requirements as a regulatory barrier that disproportionately increases housing costs by mandating higher land consumption per unit, thereby increasing per-unit land costs and excluding more affordable housing types.

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4. Misalignment With Zoning Intent

Planning best practices emphasize that zoning regulations should implement, not undermine, stated land-use objectives. When dimensional standards prevent the development of permitted uses, the regulation functions as a de facto prohibition rather than a reasonable control.

In the case of Joplin's R-2 district, the minimum lot size effectively restricts development to single-family homes, despite duplexes and multifamily uses being permitted. This phenomenon is consistent with findings by Pendall (2000), who notes that large-lot zoning often serves to exclude multifamily and moderate-density housing, even where nominally allowed.

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5. Economic and Fiscal Impacts

Restrictive zoning not only affects housing markets but also has broader economic consequences. Research by the Brookings Institution finds that land-use constraints reduce construction activity, limit job creation in the building trades, and suppress local economic growth (Molloy, 2016).

Additionally, undeveloped or underdeveloped land generates fewer property tax revenues than improved parcels, reducing fiscal capacity for local governments (Been, Ellen, & O'Regan, 2019). By preventing feasible development, excessive lot size requirements contribute to lost investment and foregone municipal revenue.

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6. Policy Implications for Joplin

Reducing the minimum lot size in the R-2 zoning district from 7,800 to 6,000 square feet aligns with empirical research and planning best practices by:

- Restoring the functional intent of the zoning district
- Enabling modest infill and low-density multifamily development
- Increasing housing supply without increasing allowed use intensity
- Supporting affordability through reduced per-unit land costs
- Encouraging private investment and construction employment

Importantly, the proposed standard remains consistent with existing neighborhood patterns and does not introduce new uses, heights, or densities beyond those already permitted.

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7. Conclusion

Academic research consistently demonstrates that excessive land-use restrictions, including minimum lot size requirements, reduce housing supply, increase housing costs, and constrain economic development. In Joplin, the current R-2 minimum lot size functions as an effective prohibition on intended development, contrary to sound planning principles and public interest outcomes.

Reducing the minimum lot size to 6,000 square feet represents a targeted, evidence-based amendment that corrects a regulatory misalignment while advancing housing affordability, economic vitality, and zoning consistency.

References

Been, V., Ellen, I. G., & O'Regan, K. (2019). *Supply skepticism: Housing supply and affordability.* Housing Policy Debate, 29(1), 25–40.

Glaeser, E. L., & Gyourko, J. (2003). *The impact of building restrictions on housing affordability.* Federal Reserve Bank of New York Economic Policy Review, 9(2), 21–39.

Glaeser, E. L., Gyourko, J., & Saks, R. E. (2005). *Why have housing prices gone up?* American Economic Review Papers & Proceedings, 95(2), 329–333.

Gyourko, J., Saiz, A., & Summers, A. (2008). *A new measure of the local regulatory environment for housing markets.* Urban Studies, 45(3), 693–729.

Molloy, R. (2016). *Regulation and housing supply.* Brookings Institution.

Pendall, R. (2000). *Local land use regulation and the chain of exclusion.* Journal of the American Planning Association, 66(2), 125–142.

U.S. Department of Housing and Urban Development. (2021). *Removing regulatory barriers to affordable housing.*

Data-Backed Comparison: A High-Restriction City vs. a Low-Restriction City (San Francisco vs. Houston)

To illustrate how land-use restrictiveness can correlate with housing affordability outcomes, consider **San Francisco, California** (a high-regulation environment with complex and discretionary approvals) compared to **Houston, Texas** (the largest major U.S. city widely described as operating **without conventional zoning**).

1) Land-use regulatory posture (qualitative comparison)

- **Houston:** Scholarly literature frequently identifies Houston as the only major North American city without formal zoning, relying instead on a mix of subdivision rules, deed restrictions, and targeted regulations rather than comprehensive use-based zoning. ScienceDirect
- **San Francisco:** California's Housing and Community Development department has described San Francisco as an outlier in approvals, citing the city's use of broadly discretionary review and a complex approvals environment that increases uncertainty and delay for housing development. California Housing Department

2) Housing affordability outcomes (quantitative comparison)

Home prices (median):

- **San Francisco:** median home sale price ~**$1.5 million** (Nov 2025). Redfin
- **Houston:** median home sale price ~**$350,000** (Nov 2025). Redfin

Median household income (Census QuickFacts):

- **San Francisco: $141,446** (2019–2023, in 2023 dollars). Census.gov
- **Houston: $62,894** (2019–2023, in 2023 dollars). Census.gov

Price-to-income (simple affordability indicator):
Using the above figures, the **median home price is ~10.6× median household income in San Francisco**, compared to **~5.6× in Houston** (computed from cited Redfin price and Census income figures). Census.gov+3Redfin+3Redfin+3

Rents (median advertised rent):

- **San Francisco:** median rent **$3,595** (Dec 2025). Zumper - Apartments for Rent & Houses
- **Houston:** median rent **$1,523** (Dec 2025). Zumper - Apartments for Rent & Houses

Rent-to-income (rough burden proxy):
Using median advertised rent (annualized) divided by Census median household income, rent equals **~30.5% of median household income in San Francisco** and **~29.1% in Houston** (computed from cited Zumper rent and Census income figures). While this is not a perfect measure of renter burden (because "median household income" includes owner households and "median advertised rent" reflects current listings), the comparison still shows that **Houston achieves far lower nominal rents and prices** and a substantially lower price-to-income ratio. Census.gov+3Zumper - Apartments for Rent & Houses+3Zumper - Apartments for Rent & Houses+3

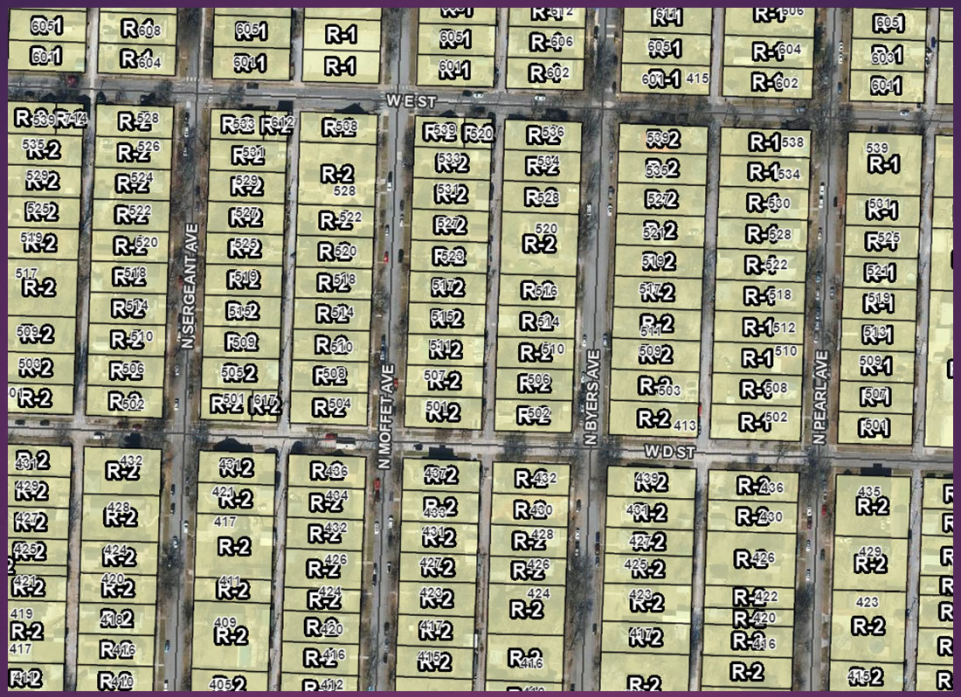
3) Interpretation for the Joplin minimum lot size amendment

The San Francisco–Houston contrast is not proof of single-cause explanation (many factors also matter: regional demand, geography, job growth, and building costs). However, it is consistent

with the broader literature: **when regulatory structures add discretionary friction or reduce feasible housing capacity, supply responsiveness tends to fall and affordability pressures rise**. In that context, a minimum lot size that renders an intended residential district effectively unbuildable operates as a capacity constraint similar in kind (if not scale) to other exclusionary rules documented in the housing economics and planning literature

Request to Allow Two-Unit Home in R-2

- Currently, the standard size requirement for any two-family dwelling in an R-2 District is 7,800 square feet.
- The City has several 50'x120' lots in our traditional neighborhoods, that are zoned R-2, but do not have 7,800 square feet. In order to build a duplex, a developer would have to acquire two 50'x120' lots, even though the property is zoned R-2.
- This request will allow for two-unit homes (designs that are compatible with the surrounding neighborhood) in infill contexts on 50'x120' lots (6,000 square feet).



This map displays a neighborhood Southeast of Eagle Picher. As you can see, this neighborhood is primarily zoned R-2, and the typical lot size is 50'x120.' This is an example of a walkable neighborhood (narrow lots, sidewalks, and alleys). Under the current code provisions, a duplex would not be permitted, unless the developer had two lots.

Duplex vs. Two-Unit Home

Two-Unit Home



Duplex



Two-Unit Home

- Complies with the Walkable Design Guidelines
- Gives the outward appearance of one home that happens to house two units
- Single Frontage Features (Porches, Stoops, Railings, and Ornamentation)
- Permitted in higher density neighborhoods (6,000 square feet minimum)
- Currently not permitted in an R-2 District with a lot that is 6,000 square feet.









Duplex

- Suburban, less walkable design
- Two single-family homes connected by a common wall
- Permitted in lower density neighborhoods (7,800 square feet minimum)
- Permitted in an R-2 and R-3 District





P & Z Case 010-26
Tyler Casey/Pro X, Inc.
(P & Z Recommended to Deny)

COUNCIL BILL NO. 2026-261 ORDINANCE NO.

AN ORDINANCE amending the Joplin Development Code, Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, being Appendix 29-A of the Joplin Municipal Code.

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

Section 1. Having referred to the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen (15) days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended to reflect the following:

Section 2. That Article 5. Building & Development Standards, Section 1. Residential Development Standards, Table 5-02: Residential District Building Type & Development Standards, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to allow Duplex/Multi-unit House in the R-2 District through limited applicability.

Section 3. That any other ordinance, or part of such ordinance, or chapter of the Joplin Municipal Code in conflict with said provisions shall and the same is hereby repealed.

Section 4. That this ordinance shall become effective beginning _____, 2026.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-611 – Approving the contract with The Interlocal Purchasing System (TIPS) for the purchase of 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group.

MEETING DATE
May 18, 2026

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2026-611 Ordinance; Exhibit "A" IEG Infrastructure Equipment Group Vehicle Specifications., Exhibit "B" The Interlocal Purchasing System (TIPS) Contract #251001., Exhibit "C" IEG Final Purchase Price

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with The Interlocal Purchasing System in the amount of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck from IEG Infrastructure Equipment Group.

BACKGROUND
The Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck will replace the 1990 Ford Super Duty Diesel Bucket Truck that Parks Division uses. Once we receive the replacement bucket truck, the current bucket truck will be sold at the City of Joplin auction which is held in the fall of 2026. This project was awarded through The Interlocal Purchasing System (TIPS) Contract #251001.

FUNDING SOURCE
This item is under budget and funded through the adopted 2025-2026 City of Joplin Parks Fund Capital Budget.

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

Back

2019 Freightliner® M2 4x4 / Terex TC55-MH

Selling Price - **$154,900.00**







- GET A QUOTE
- TRADE VALUE
- SCHEDULE DEMO
- GET FINANCING
- CONTACT US
- PRINT
- SHARE

INFO | PHOTOS | SPECIFICATIONS

No Description is Available for this Unit

Sale Price	$154,900.00
Location	Bryan, Texas
Condition	Pre-Owned
Stock Number	25110
Year	2019
Make	Freightliner®
Model	M2 4x4 / Terex TC55-MH
Engine	Cummins Diesel
Mileage	76,686
Serial Number	2190466680
Drive line	4x4
Working height	60'
Boom classification	Insulated
Unit model	TC55-MH
Unit manufacturer	Terex
Brake system	Air

GET A QUOTE

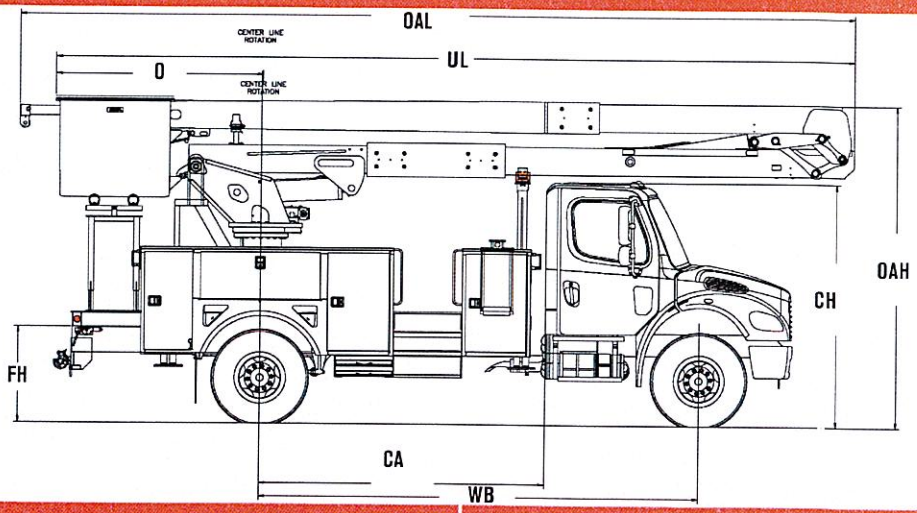
TEREX®

OPTIMA TC SERIES

Hi-Ranger Non-Overcenter Material Handling Aerial Device

AERIAL DEVICE

Terex® Hi-Ranger Aerial Devices are known throughout the industry. They come with a long history featuring quality and innovative design.



Measurements	Optima TC50	Optima TC55
Typical Frame Height (FH)	40 in. *(101.6 cm)*	40 in. *(101.6 cm)*
Typical Cab Height (CH)	107 in. *(272 cm)*	107 in. *(272 cm)*
Offset (O)	88 in. *(223.5 cm)*	88 in. *(223.5 cm)*
Overall Height (OAH)	11' 11" *(3.6 m)*	11' 11" *(3.6 m)*
Overal Length (OAL)	26' 8" *(8.1 m)*	29' 2" *(8.9 m)*
Unit Length (UL)	25' 5" *(7.75 m)*	27' 11" *(8.6 m)*
Center of Rotation (H)	-	-
Cab to Axle (CA)	102 in. *(259 cm)*	120 in. *(304.8 cm)*
Wheel Base (WB	169 in. *(429 cm)*	187 in. *(475 cm)*
Front Axle (FA)	10,500 lb. *(4,763 kg)*	12,000 lb. *(5,443 kg)*
Rear Axle (RA)	19,000 lb. *(8,618 kg)*	21,000 lb. *(9,525 kg)*
Gross Vehicle Weight Rating (GVWR)	29,500 lb. *(13,381 kg)*	31,000 lb. *(14.061 kg)*
Recommended Weight for Stability	16,000 lb. *(7,256 kg)*	20,000 lb. *(9,525 kg)*
Frame Section Modulus	*18.0 in^3*	*18.0 in^3*
Frame Yield Strength	*50,000 psi*	*50,000 psi*
Frame RBM	*900,000 in-lbs*	*900,000 in-lbs*

TEREX®

3140 15th Avenue SE
PO BOX 1150
Watertown, SD 57201
USA

Phone: (605) 882.4000
Facsimile: (605) 882-1842
www.terex.com/utilities
Email: utilities.info@terex.com

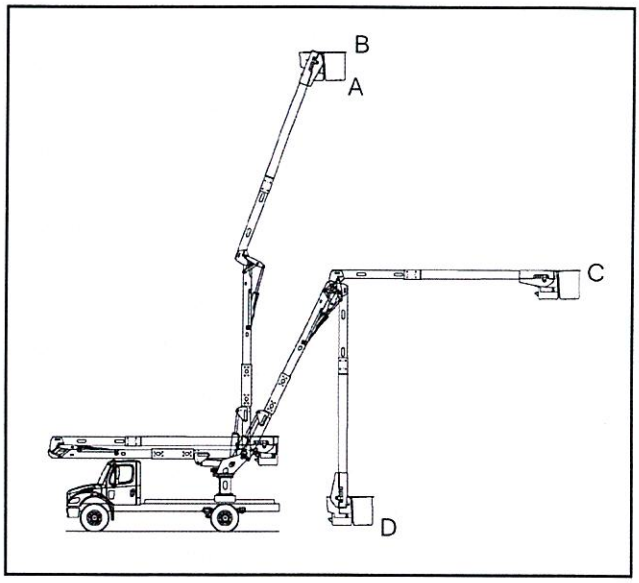
Distributed By:

OPTIMA TC SERIES

Hi-Ranger Non-Overcenter Material Handling Aerial Device

STANDARD EQUIPMENT

- Side-Mount 24" x 48" x 42" Two-Person Platform
- Platform Capacity up to 700 lb *(318 kg)*
- Control-Plus "3-D" Single Stick Control At Platform
- Hydraulic Platform Rotators (105° Side Mt)
- Simplified Compact, Hydraulic Extending Jib
- Safety Harness with Attached Lanyard
- Continuous Unrestricted Worm Gear Rotation
- Category "C" Rating Per ANSI A92.2
- Rectangular, Bi-Axial Epoxy Resin, Filament Wound Fiberglass Booms
- Individual Lever Lower Controls
- Non-Compensated, Full Pressure Open-Centered Hydraulic System
- Automatic Throttle
- Hydraulic Platform Tilt At Upper and Lower controls
- Hydraulic Lower, Mechanical Upper Platform Leveling System
- 70° of Elevation Above Horizontal
- +70° to -90° of Upper Boom Articulation
- 116° of Lower Boom Articulation
- Hydraulic Dual Tools with Flow Control
- Engine Stop /Start
- 30 Gallon Bed Mount Hydraulic Oil Reservoir
- Padded Boom Rest with Upper Boom Tie Downs
- Outrigger Interlock
- Moving Outrigger Alarm
- Truck Level Indicator



CAPACITIES & DIMENSIONAL DATA (Based on a 40 inch Frame Height)

OPTIMA Model	A	B	C	D
	Bottom of Platform	Working Height	Side Reach	Bottom Platform to Ground
TC50	50.0 ft *(15.2 m)*	55.0 ft *(16.8 m)*	39.3 ft *(12.0 m)*	1.6 ft *(0.5 m)*
TC55	55.0 ft *(16.8 m)*	60.0 ft *(18.3 m)*	42.8 ft *(13.0 m)*	1.3 ft *(0.4 m)*

OPTIONAL EQUIPMENT

- 24" x 30" x 42" One-Person Side Platform
- Various Platform Covers
- Liners with or Without Steps
- 24" Platform Lifter (90° Side Mt)
- Jib Options (*Side Mount Only)*
  - Hydraulic Articulating Jib/Winch, Extend Underload Side Mount 2000 lbs.(907 kg) winch
  - Single Wire / 46 Kv Insulated
  - Single Wire / 15 Kv Insulated
- Single Line Lifter / Multi-Phase Attachments
- Manual Two-Speed Throttle
- Category "B" Rating up to 138 KV Per ANSI A92.2
- Lower Boom Lifting Eye
- Automatic Upper Boom Latch
- Hydraulic Oil Cooler
- Auxiliary Power
- Auxiliary Let Down System
- Boom Overstow Protection
- Boom Stow Interlock
- Boom Storage Warning Light
- Outrigger Sag Light
- Various Types of Outriggers
- Truck Grounding Cable & Clamp
- Terex HyPower SmartPTO Hybrid System

Effective Date: April 2023.. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposed only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex® is a registered trademark of Terex Corporation in the USA and many other countries. Copyright 2023 Terex Corporation.

The Interlocal Purchasing System

Purchasing Made Personal

Printed: May 11, 2026

www.ieg.com

Infrastructure Equipment Group

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	**4000 King Air Drive**
CITY	**Bryan**
STATE	**TX**
ZIP	**77808**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

IEG supplies bucket trucks, digger derricks, boom truck cranes, pressure diggers, track mounted aerials devices, reel trailers, pole trailers, vacuum trailers, and other specialty equipment to build & maintain transmission and distribution power lines, telecommunications networks, vegetation management, signs and lighting. Visit www.IEG.com for more information.

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
251001	Heavy Duty Equipment	01/31/2029	Yes

CONTACTS BY CONTRACTS

251001

Name	Title	Phone	Email
George McMahon	President	(979) 999-9000	sales@ieg.com
Jordan Tuttle	Manager	(979) 999-9000	jtuttle@ieg.com
Sarah McMahon	Admin	(817) 521-8360	smcmahon@ieg.com
Andy Holmes	Commercial Director	979-999-9000	aholmes@ieg.com

Osborne, Nakia

From: Cowen, Jason
Sent: Tuesday, March 31, 2026 3:07 PM
To: Osborne, Nakia
Subject: Fw: IEG - Every Truck, Every Time
Attachments: TIPS Contract Number.pdf; EVERY TRUCK - EVERY TIME.pdf; Terex TC55 Spec Sheet.pdf

Jason Cowen
Parks Maintenance Superintendent
3301 W 1st St
Joplin, MO 64801
phone: 417-625-4750 Ext. 1529
email: JCowen@Joplinmo.org
web: JoplinMo.org

JOPLIN
PARKS & RECREATION

From: Jordan Tuttle <jtuttle@ieg.com>
Sent: Friday, March 27, 2026 2:30 PM
To: Cowen, Jason <JCowen@Joplinmo.org>
Subject: Fw: IEG - Every Truck, Every Time

You don't often get email from jtuttle@ieg.com. Learn why this is important
This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Final breakdown:

Engine hours: 7190
2019 Freightliner® M2 4x4 / Terex TC55-MH 25110 | Infrastructure Equipment Group
List price - $154,900
Your price - $**151,774.59**

Engine hours: 6762
2019 Freightliner® M2 4x4 / Terex TC55-MH 25111 | Infrastructure Equipment Group
List price - $149,900
Your price - $**147,169.26**

We can provide delivery via low boy for $3.50 a mile. The cost would roughly be around $2000 from Bryan TX to Joplin MO.

COUNCIL BILL NO. 2026-611 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with The Interlocal Purchasing System (TIPS) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group for the not to exceed price of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and The Interlocal Purchasing System (TIPS) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group for the not to exceed price of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit “B,” be and the same is hereby approved.

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

Section 3. That this Ordinance shall become effective on June 2, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian “Rob” O’Brian, III, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-612 – Approving a proposal with Weatherproofing Technologies Inc., for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through Omnia Partners Cooperative.

MEETING DATE
May 18, 2026

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2026-612 Ordinance; Exhibit “A” Proposal for Roof Restoration and Repairs by Weatherproofing Technologies Inc.; Exhibit "B” Copy of Agreement with Weatherproofing Technologies Inc.

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the proposal submitted by Weatherproofing Technologies Inc. in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative.

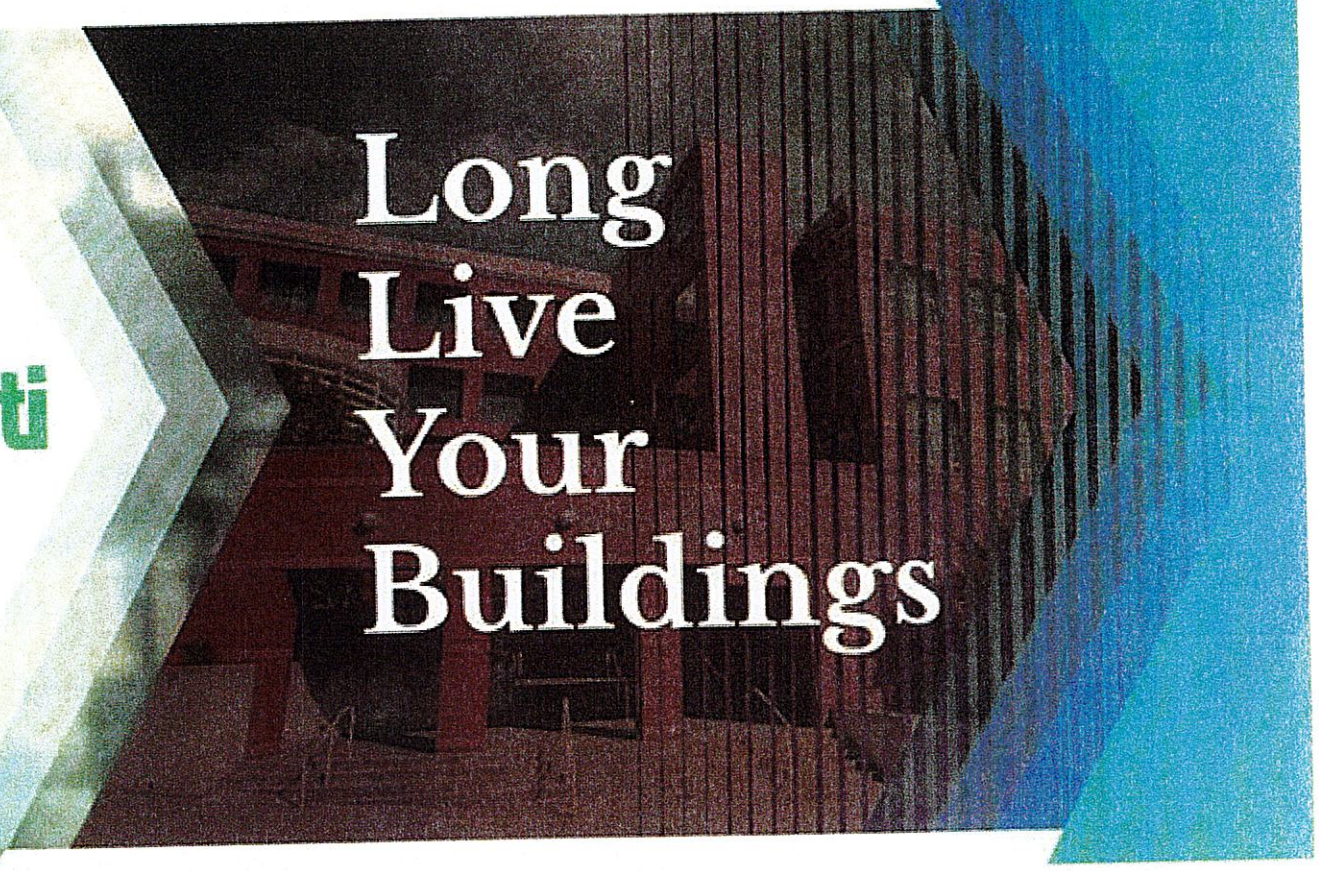
BACKGROUND
This will be the final phase of a three-phase project to restore and repair the roof at the Joplin History and Mineral Museum. This project received a proposal from Weatherproofing Technologies Inc. which is through the Omnia Partners Cooperative.

FUNDING SOURCE
This item is under budget and funded through the adopted 2025-2026 City of Joplin Parks Fund Capital Budget.

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

High Performance Roofing, Building Envelopes and Construction Services

Proposal for Roof Restoration & Repairs



wti

Proposal #5065213

OMNIA PARTNERS
R230404

OMNIA #

April 14, 2026

Chris Wiseman
Museum Curator
Joplin Parks & Recreation
504 S. Scifferdecker Ave
Joplin, MO 64801

RE: Joplin Mineral and History Museum
Roof Restoration and Repairs

At your request, Weatherproofing Technologies Inc has performed a due diligence condition assessment of the packaging facility located at 504 S Schifferdecker, Joplin, MO 64801. Below are the recommendations to complete the roof restoration.



The following is a summary of the observed conditions and recommendations for restoration repairs to be made to the City of Joplin – Joplin Mineral and History Museum, located in Joplin, MO. The Scope covers a solution to do a complete roof restoration of the existing roof system and flashings.

BASE SCOPE OF WORK

GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install temporary protection and sidewalk bridges, as required.
- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State Laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

PUMA ROOF RESTORATION

- Load roof with material, equipment and supplies using 55' telehandler.
- Power wash roof and flashings, approximately 5,000 sq. ft. to remove dirt and contaminants.
- Remove approximately 60 sq. ft. of wet roofing and replace to match existing.
- Grind roof drain bowls & scupper overflow to a clean finish then install 107 primers at a cover rate of 1 gallon per 100 sqft (16 wet mils)
- Install AlphaGuard Puma base coat & PermaFab enforcement at a coverage rate of 5 gals per 100 sqft (80 wet mils)
- Install AlphaGuard Puma topcoat over base coat at a coverage rate of 2 gallons per 100 sqft (20 wet mils)
- Install 4" slip metal around perimeter at coping cap and hvac unit, approximately 300'
- Remove all debris generated from restoration project and place in dumpster provided by WTI.
  - 30 year QA warranty figured into proposal.
  - Adhesion test will need to be performed to ensure a primer is required. Primer not figured into proposal or labor to install.

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. For the proposed scope of work, we estimate 10 working days for the project.

SCOPEOF WORK COSTS: $121,348.40

The preceding recommended repair program and proposal assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilization will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. Payment and Performance Bond is included in the project.
8. Latest prevailing wage rate of Jasper County is included in the project.

This proposal is valid for sixty (60) days and does not include taxes.

Very Truly Yours,
WEATHERPROOFING TECHNOLOGIES, INC.



Scott McGill
Central Region
Construction Manager
CC: Matt Wegenka, Tremco
Dave Bauer, WTI

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to the performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Weatherproofing Technologies Inc.
3735 Green Road
Beachwood, Ohio 44122
417-894-4934

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June 2026, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Weatherproofing Technologies Inc. hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in the scope of work which the proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated April 14, 2026, which proposal is attached hereto and incorporated herein as Exhibit B; and

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

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

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

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

4. All information, data, and reports as are existing, available, and necessary for the conducting of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

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

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

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

construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

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

19. **Liability and Indemnity:**

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2026-612 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit “B”, be and the same is hereby approved.

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

Section 3. That this Ordinance shall become effective on June 2, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian “Rob” O’Brian, III, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

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Peter C. Edwards, City Attorney