JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 1, 2026
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Officer

6. **Citizen Requests And Petitions**

   1. Maurice Filson

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2026-269

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

      Documents:

      269SUMMARY.PDF
      269REPORT.PDF
      269 MINUTES.PDF
      269APP.PDF

269APP.PDF
269MAP.PDF
CB2026-269.PDF

**8. Consent Agenda**

1. Minutes From The May 18, 2026, City Council Meeting

   Documents:

   MAY 18, 2026 MINUTES.PDF

2. 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.PDF

3. 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:

   CB2026-261.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:

   CB2026-612.PDF

**9. Resolutions**

1. RESOLUTION NO. 2026-011

A resolution to assign the Finance Committee with evaluating the impact of the State's Income Tax Elimination Proposal.

Documents:

SUMMARY SHEET - RESOLUTION ASSIGNING FC - INCOME TAX.PDF
RESOLUTION ASSIGNING FINANCE COMMITTEE - MAY 2026.PDF

**10. Ordinances - Expedited**

**1.** COUNCIL BILL NO. 2026-008

AN ORDINANCE exempting the City of Joplin from the provisions of section 311.2026, RSMo., relating to liquor licensees; and expediting the enactment of said ordinance.

Documents:

CB 202-008 SUMMARY SHEET - ALCOHOL SALES FOR WORLD CUP.PDF
CB 2026-008 ALCOHOL SALES EXPEDITED.PDF

**2.** COUNCIL BILL NO. 2026-512

AN ORDINANCE approving termination of the Redevelopment Agreement for the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

Documents:

CB 2026-512 SUMMARY TERMINATE 1717 MARKET PLACE TIF REDEVELOPMENT AGREEMENT.PDF
CB 2026-512 ORDINANCE TERMINATING 1717 MARKETPLACE TIF REDEVELOPMENT AGREEMENT.PDF

**3.** COUNCIL BILL NO. 2026-513

AN ORDINANCE dissolving the Special Allocation Fund for the 1717 Market Place Tax Increment Financing Plan and Redevelopment Projects and terminating the designation of the Redevelopment Area of the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

Documents:

CB 2026-513 SUMMARY TERMINATE 1717 MARKET PLACE TIF REDEVELOPMENT PROJECTS.PDF
CB 2026-513 ORDINANCE TERMINATE 1717 MARKET PLACE TIF REDEVELOPMENT PROJECTS.PDF

**11. Ordinances - First Reading**

**1.** COUNCIL BILL NO. 2026-007

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

Documents:

CB026-007 SUMMARY SHEET - HARASSMENT.PDF
CB2026-007 HARASSMENT ORDINANCE.PDF

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

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

Documents:

CB2026-124 2026 MISC WWTP IMPROVEMENTS SUMMARY.PDF
CB2026-124 2026 MISC WWTP IMPROVEMENTS ORDINANCE.PDF
CB2026-124 2026 MISC WWTP IMPROVEMENTS AGREEMENT.PDF
CB2026-124 2026 MISC WWTP IMPROVEMENTS BID SUMMARY.PDF

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

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

Documents:

CB2026-125 2026 MISC WWTP ELECTRICAL UPG SUMMARY.PDF
CB2026-125 2026 MISC WWTP ELECTRICAL UPG ORDINANCE.PDF
CB2026-125 2026 MISC WWTP ELEC UPG AGREEMENT.PDF
CB2026-125 2026 MISC WWTP ELECTRICAL UPG BID SUMMARY.PDF

**4.** COUNCIL BILL NO. 2026-514

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

Documents:

CB 2026-514 SUMMARY BUDGET AMENDMENT FY2026.PDF
CB 2026-514 BUDGET AMENDMENT ORDINANCE FY2026.PDF

CB 2026-514 SCHEDULE A BUDGET AMENDMENT MID-YEAR.PDF

5. COUNCIL BILL NO. 2026-610

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

Documents:

610 SUMMARY.PDF
2026-RFP-13 ECONOMIC DEVELOPMENT SERVICES.PDF
OVERALL SUMMARY SCORES .PDF
PFOUNDRY JOPLIN RFP PROPOSAL_FINAL.PDF
610 AGREEMENT.PDF
610 CB.PDF

6. COUNCIL BILL NO. 2026-614

An ordinance to approve a revised Employee Promotion Policy from the Employee Handbook (Rules and Regulations), and setting a date when this Ordinance shall become effective.

Documents:

CB 2026-614 SUMMARY EMPLOYEE PROMOTIONS POLICY.PDF
CB 2026-614 EXHIBIT A - EMPLOYEE PROMOTION POLICY (REVISED).PDF
2026-614 ORDINANCE EMPLOYEE HANDBOOK REVISION PROMOTION POLICY.PDF

## 12. Ordinances - Second Reading And Third Reading

1. 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; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-611.PDF

13. **Unfinished Business**

14. **New Business**

**Notice posted at 12 p.m. on this the 28th day of May, 2026. (RSMo 610.020)**

## PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
2026-269 – Vacation

**MEETING DATE:**
June 1, 2026

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

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

**BACKGROUND:**

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

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

**PUBLIC COMMENT;**
There was none.

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

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Vacation

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

**APPLICANT** Superior Roofing and Construction, LLC

**REPRESENTATIVE** Carlos Carasco (Carasco Investments, LLC)

**LOCATION** 1400 W 4th St

### EXISTING CONDITIONS

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

### REASON FOR VACATION

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

### UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no utilities within the easement.

### UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

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

### DISCUSSION

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

**Staff recommends approving Case 016-26.**

**ENCLOSURES**

- Application
- Map

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

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

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

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

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

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

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

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

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

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

# Vacation of Streets or Easements Application

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

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

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

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

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

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

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

Type of Vacation: Street (Easement) Alley Plat

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

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

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

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

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

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

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

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

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

**Signature:** _____ **Date:** 02.22.2026

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

     _____

     _____

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

       _____

       _____

       _____

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

_____ _____
Authorized Representative Date

_____
Name of Utility

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

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

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

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

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

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

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

Jena L. Beal
Mayor

Attest:
Daisy Royal
City Clerk

Approved as to form:
George C. Baldwin
City Attorney

EFFECTIVE TWENTY DAYS FROM DATE.

# Ticket Check Status for MO Ticket 260540631

From: mo@occinc.com

To: carlosc84@ymail.com

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

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

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

**All utilities have responded to this request.**

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

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

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

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

| Utility Name | Utility Type | Status |
|---|---|---|

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

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

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

Thank you for using Missouri 811!

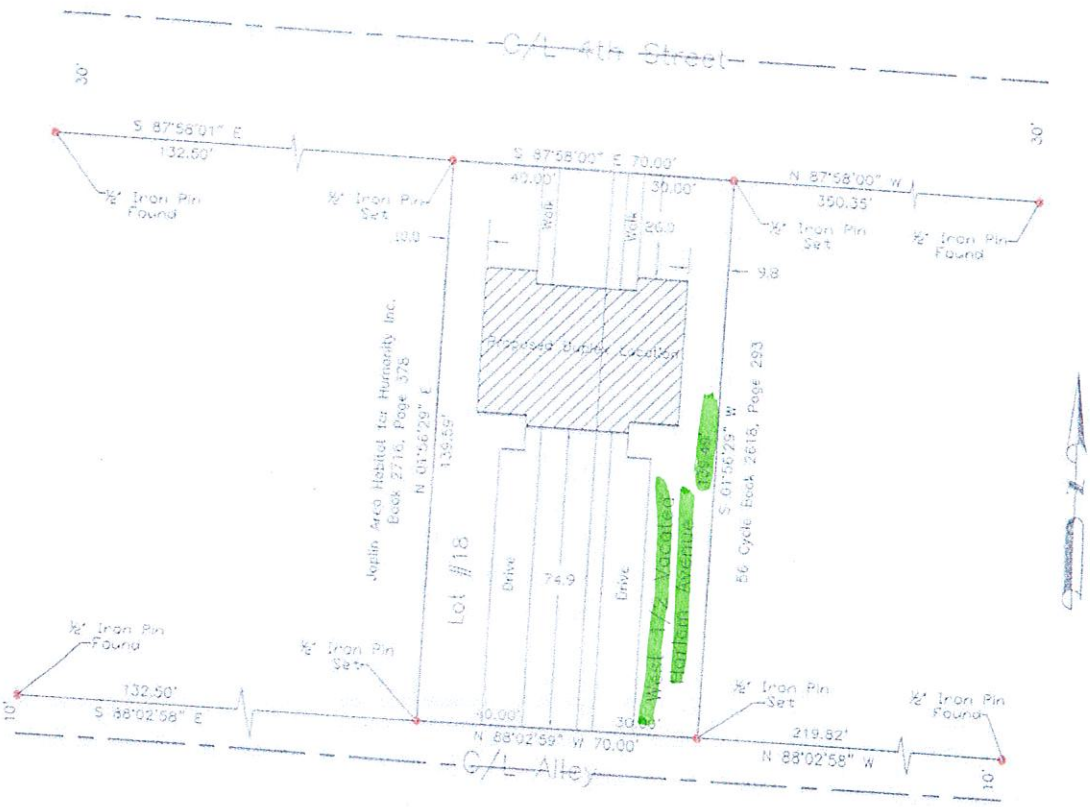
*Confidentiality Notice: This e-mail message, including any attachments and/or links, contains confidential information intended for the person filing the request and the notified Missouri811 member utilities and is protected by law. Any unauthorized review, use, disclosure, or distribution is strictly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

0 30 60 90

SCALE: One inch equals 30 feet.

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

NOTE: Mailbox will be placed on house




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

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

CERTIFICATE OF RECORDING:

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

_____ Recorder of Deeds Date:

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

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


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


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

STATE OF Missouri )
) ss.
COUNTY OF Jasper )

**OWNERSHIP AFFIDAVIT AND CONSENT TO VACATION**

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

Date: 3-5-2026

Signature of Owner(s)

Bryan Chollet
Printed Name(s)

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

Olivia Thouvenell
Notary

My commission expires: 7/24/28

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

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

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

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

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

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

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

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

Lena G. Beal
Mayor

Attest:
Lacy Royal
City Clerk

Approved as to form:
City Attorney

EFFECTIVE TWENTY DAYS FROM DATE.

Bellairs, Tyler

image.png



# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

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

Authorized Representative

03/04/2026

Date

Spire

Name of Utility

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

March 4th, 2026

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

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

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

Carrasco Investments,

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

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

Sincerely,

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

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

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

Engineering Dept. Approval: KA
KA

System Planning Approval: DMP
DMP

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

Steven Martinez — Authorized Representative

3/2/26 — Date

City of Joplin Storm sewer — Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

Keri Bledsoe — Authorized Representative

2-26-26 — Date

Sparklight — Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

     _____

     _____

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

     _____

     _____

     _____

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

JOHN CRUZ
Authorized Representative

2/26/26
Date

SEWER
Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

Andrew Daniels — Authorized Representative

Feb 26, 2026 — Date

MOAM — Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

Gene Lollis
Authorized Representative

Date

AT&T
Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

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

ALLO Fiber
Name of Utility

# Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

*For the following purpose:* New Construction of Duplex.

**For Utility Use:**

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

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

   _____

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

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

_____ 3/10/2026
Authorized Representative — Date

Liberty
Name of Utility

# Case 016-26: Easement Vacation




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

0 30 60 120 180 240 Feet

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

COUNCIL BILL NO. 2026-269 ORDINANCE NO.

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

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

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

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

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

_____
Brian "Rob" O'Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# JOPLIN CITY COUNCIL
# MAY 18, 2026
# MEETING MINUTES

## CALL TO ORDER

The May 18, 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 Chuck Copple.

## ROLL CALL

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

## PRESENTATIONS

Historic Preservation Month Proclamation
Mayor O'Brian presented.

National Public Works Week Proclamation
Mayor O'Brian presented.

Semi Annual Insurance Update by Segal
Kim Wixon from Segal presented.

FY 2025 Audit Presentation
Jonathan Nibarger from AGH presented.

## FINALIZATION OF CONSENT AGENDA

## REPORTS AND COMMUNICATIONS

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

## CITIZEN REQUESTS AND PETITIONS

The following residents addressed Council.

Maurice Filson
Frank Thompson
Chris Stockton
Amanda Bearden

## PUBLIC HEARINGS

## CONSENT AGENDA

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

Minutes of the May 4, 2026, Joplin City Council Meeting

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. **Ordinance No. 2026-074.**

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. **Ordinance No. 2026-075.**

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. **Ordinance No. 2026-076.**

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. **Ordinance No. 2026-077.**

## RESOLUTIONS

## ORIDNANCES – EXPEDITED

COUNCIL BILL NO. 2026-511

Mr. Bard introduced 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. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2026-511 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. **Ordinance No. 2026-078.**

## ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-128

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-128 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-128.

COUNCIL BILL NO. 2026-261

Mr. Cortez introduced Council Bill No. 2026-261 - AN ORDINANCE amending the Joplin Development Code, Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, being Appendix 29-A of the Joplin Municipal Code.

Motion by Mr. Cortez, second by Ms. Price to remove this item from the table. Voting in favor were Council Members: Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 8. Nay: Bard, 1.

Motion by Mr. Cortez, second by Mr. Jackson that Council Bill No. 2026-261 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-261.

COUNCIL BILL NO. 2026-611

Mr. DeTar introduced Council Bill No. 2026-611 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with The Interlocal Purchasing System (TIPS) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group for the not to exceed price of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-611 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 8. Nays: Copple, 1. The Bill was read as Council Bill No. 2026-611.

COUNCIL BILL NO. 2026-612

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-612 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-612.

## SECOND AND THIRD READING

## UNFINISHED BUSINESS

## NEW BUSINESS

Mr. Jackson requested that information regarding yard signs be shared with Council. City Attorney Edwards stated that there are some changes coming forward pertaining to signage soon.

Mr. Jackson would like the city to find the money for drones for PD to combat speeding issues. City Manager Edwards suggested this as a work session item.

Mr. Cortez would like to look at Ms. Bearden's proposal pertaining to the camping ordinance. City Manager Edwards suggested this as a work session item.

The meeting was adjourned at 8:22 p.m.

Respectfully,

Holly Nagy
City Clerk

# 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.

# 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**

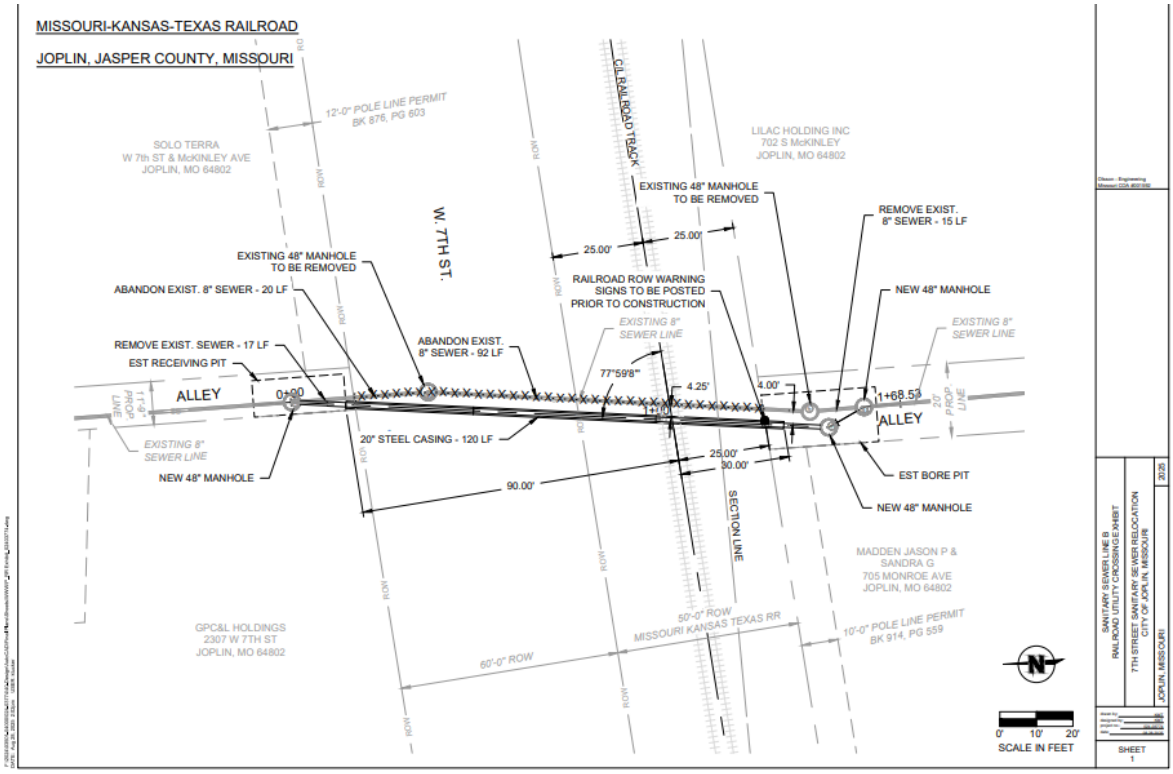
By: _____

Name:

Its:

EXHIBIT A

**LICENSEE'S FACILITIES**



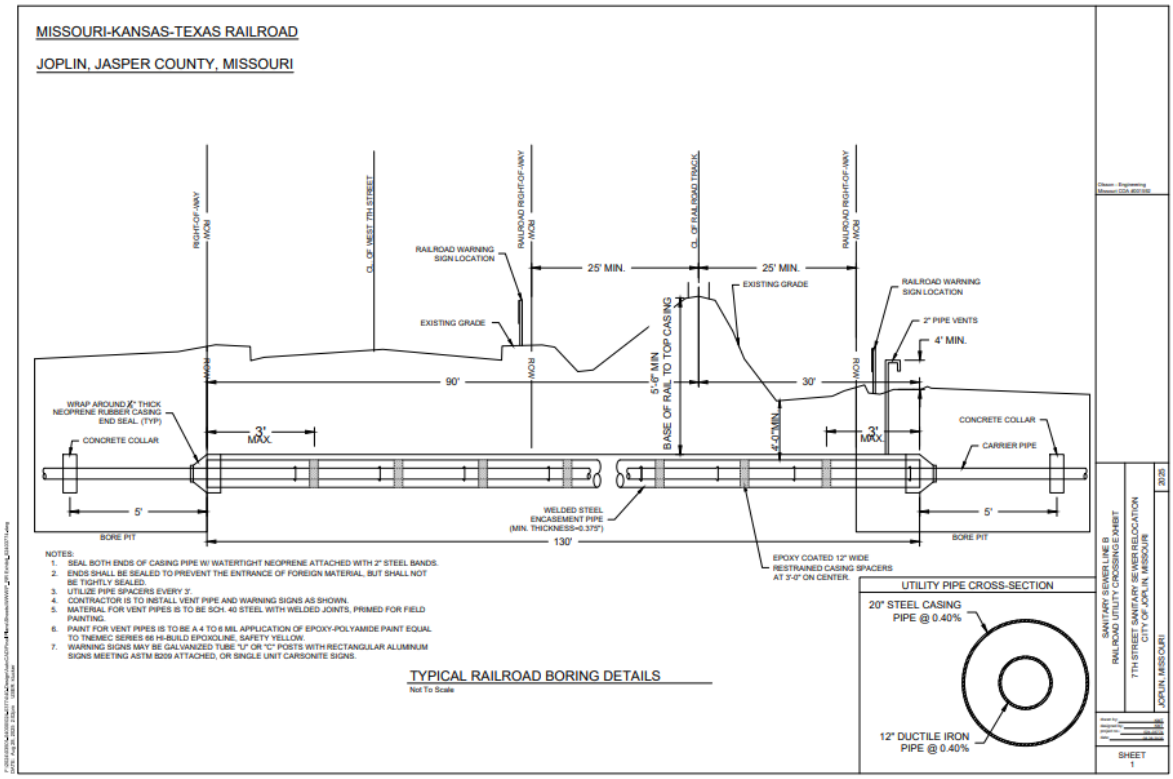



EXHIBIT B

**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.

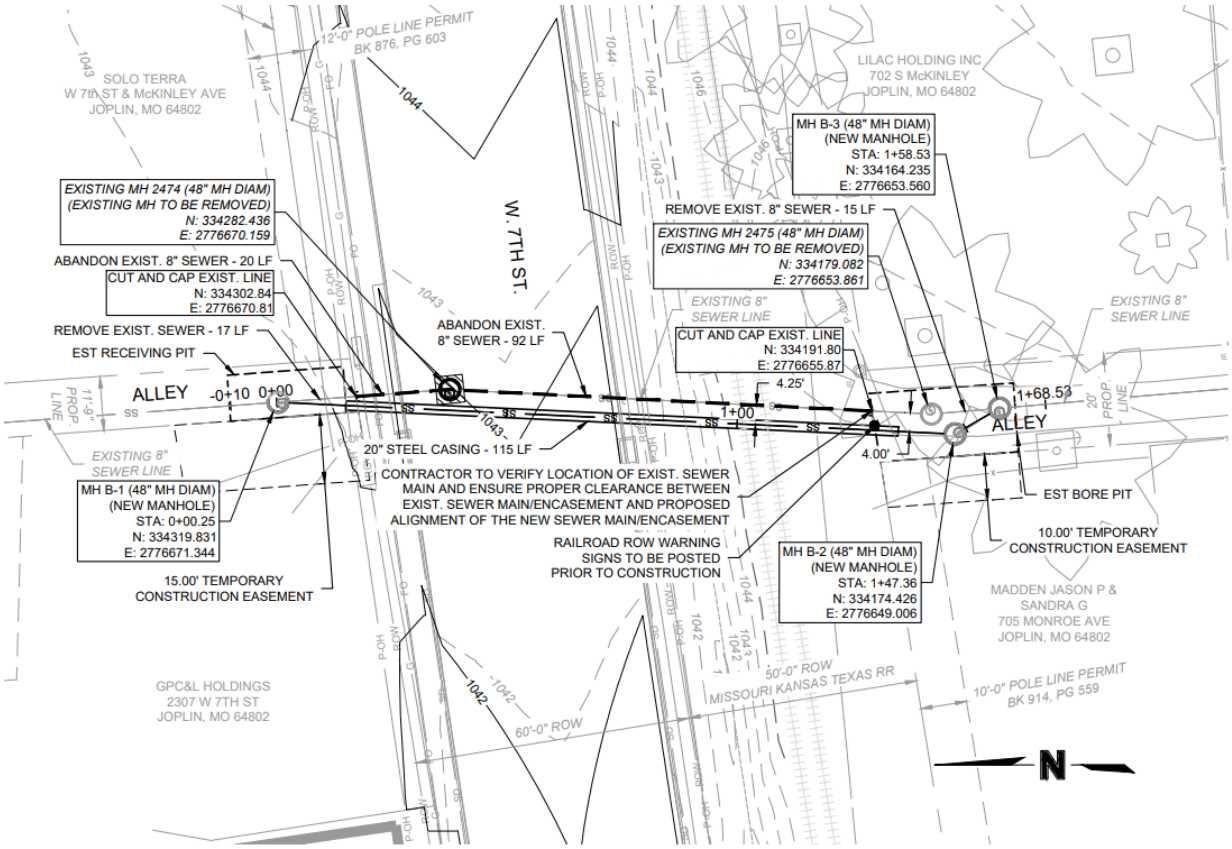
(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor 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.

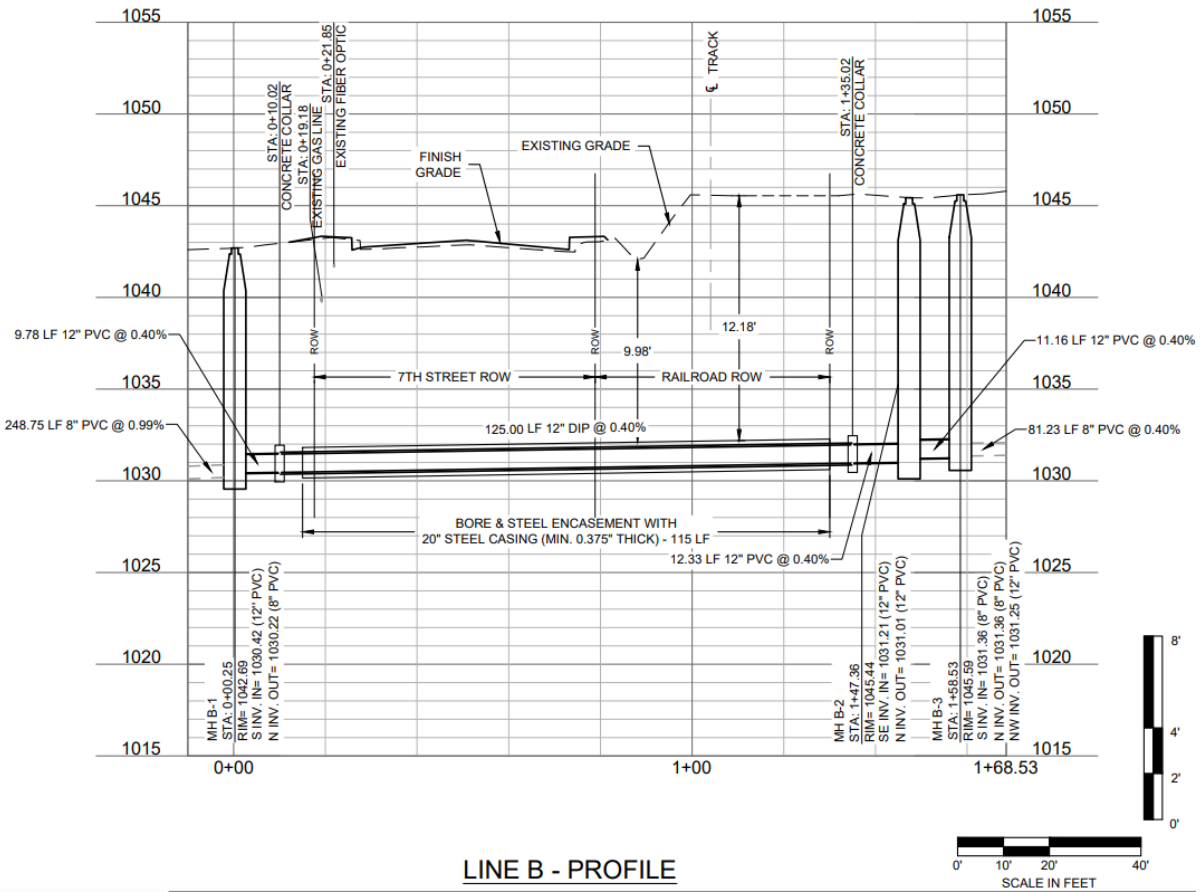
(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company 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

**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

**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

**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).**

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

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

**Electronic Record and Signature Disclosure:**
Not Offered via Docusign

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| 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**.

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## 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.

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## 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.

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## 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

---

## 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.

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## 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).

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## 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.

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# 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

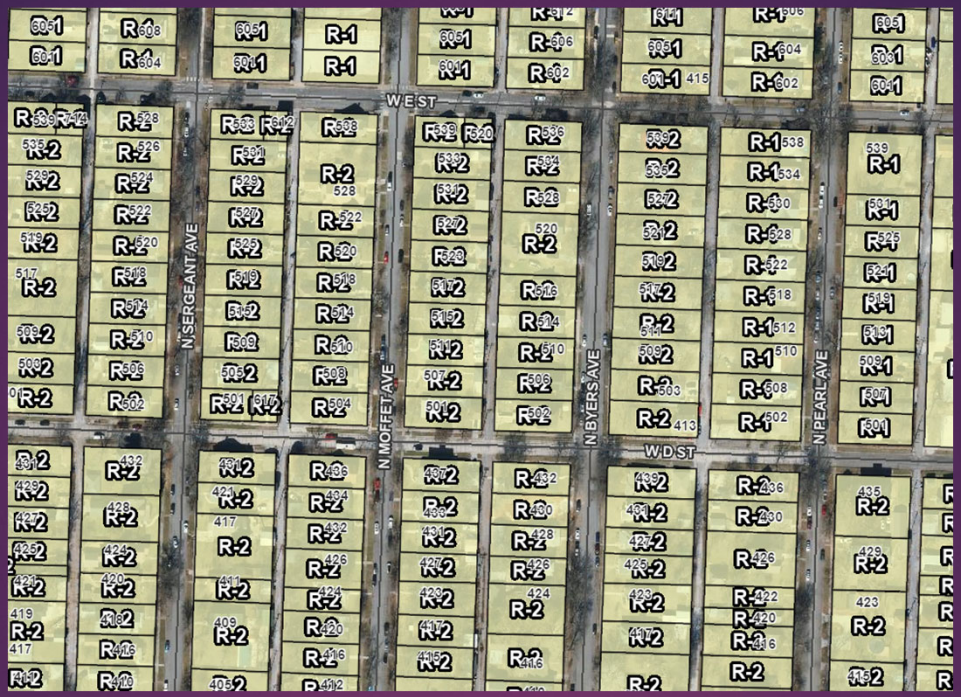
## 3) Interpretation for the Joplin minimum lot size amendment

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 2026-612 – 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.

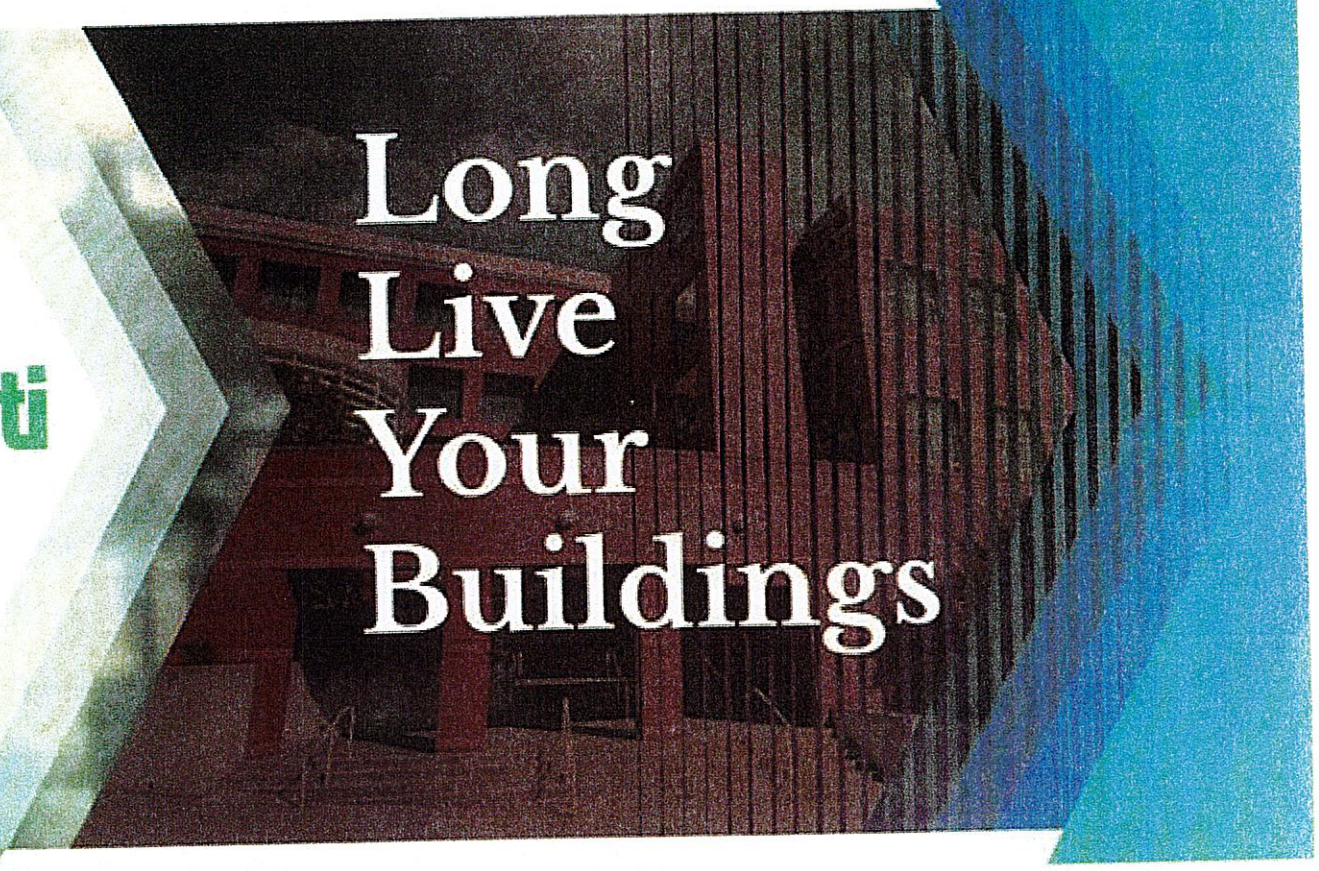
**BACKGROUND**
This will be the final phase of a three-phase project to restore and repair the roof at the Joplin History and Mineral Museum. This project received a proposal from Weatherproofing Technologies Inc. which is through the Omnia Partners Cooperative.

**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:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Resolution No. 2026-011 - A RESOLUTION to assign the Finance Committee with evaluating the impact of the State's Income Tax Elimination Proposal

**MEETING DATE**
June 1, 2026

**REVIEWED BY:**
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager

**SUMMARY:**

Approval of this resolution would task the City's Finance Committee to review the community and organization financial impact of the State's proposal to eliminate the State Income Tax. The Committee will begin their review upon approval of this resolution and will prepare a report to the City Council to be presented later this summer or early fall.

**BACKGROUND:**

The Finance Committee was created by resolution 2013-026 for the purpose of evaluating and analyzing ideas and proposals that have significant financial impact to the City. Finance Committee members are appointed by majority approval from the Mayor and Council. The Mayor and Council periodically assign items to the Committee and the Committee has a liaison from the Council to help with assigned items.

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**
Resolution No. 2026-011

**RESOLUTION NO. 2026-011**

A RESOLUTION to assign the Finance Committee with evaluating the impact of the State's Income Tax Elimination Proposal .

WHEREAS, the Finance Committee was created by the City Council through Resolution 2013-026; and,

WHEREAS, upon majority approval from the Mayor and City Council the Finance Committee is periodically assigned to review proposals or ideas with significant financial impact; and,

WHEREAS, the Finance Committee will review the community and municipal impact of the State's Income Tax Elimination proposal; and,

WHEREAS, City staff will assist the Committee by providing information, organizing meetings, and ensuring compliance with the Sunshine Law; and,

WHEREAS, the City Council desires to appoint the following members.

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

Section 1. The Finance Committee will have the following members:

1. Russ Alcorn, Financial Consultant-Chair
2. Doug Doll, retired Banker, JIDA member
3. Mark Hensley, Senior Financial Analyst at Freeman Health Systems
4. Troy Hill, retired CPA-FORVIS
5. Sandra Claypool, Vice President at Community Bank and Trust
6. Brian Nichols, Chair of MSSU Plaster School of Business and Finance Dept Chair
7. Phil Stinnett, retired businessman and former Joplin Mayor/Council member

Section 2. That the City Manager shall designate appropriate City staff to serve as liaison to the Committee.

Section 3. The Finance Committee will review the community and municipal impact of the State's Income Tax Elimination proposal.

APPPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 1st day of June 2026 by a vote of

_____

Brian "Rob" O'Brian III, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill No. 2026-008 - AN ORDINANCE exempting the City of Joplin from the provisions of section 311.2026, RSMo., relating to liquor licensees; and expediting the enactment of said ordinance.

**MEETING DATE**
June 1, 2026

**ATTACHMENTS**
Council Bill No. 2026-008

**REVIEWED BY**
City Attorney, Peter Edwards; Chief of Police, Richard Pearson; Director of Finance, Leslie Haase; and City Manager, Nicholas Edwards.

**SUMMARY**
This council bill exempts the City of Joplin liquor licensees from the 23 hours a day temporary sale of liquor during the 2026 World Cup. For the duration of the 2026 FIFA World Cup Tournament, beginning on June 11, 2026, through July 19, 2026, under this provision, licensees are otherwise allowed to operate twenty-four hours a day and sell, serve, and allow for the consumption of alcoholic beverages between the hours of 6:00 a.m. and 5:00 a.m. of the following day.

**BACKGROUND**
On July 11, 2025, the Governor of the State of Missouri signed into law House Bill No. 1041, effective August 28, 2025, which enacted a new Section 311.2026, of Chapter 311 of the Revised Statutes of Missouri, authorizing businesses licensed to sell intoxicating liquors to operate "twenty-four hours a day" (24) and sell alcoholic beverages "twenty-three hours a day" (23) for the period beginning June 11, 2026, through July 19, 2026, (during the duration of the FIFA World Cup Tournament). Section 311.2026.4, RSMo. Supp. 2025 also provides that "[i]f any city … objects to the extension of hours within its jurisdiction … the governing body of such [city] may exempt itself by ordinance from the provisions" of Section 311.2026.

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends this Council Bill be approved on an expedited basis.

COUNCIL BILL NO. 2026-008 ORDINANCE NO. _____

AN ORDINANCE exempting the City of Joplin from the provisions of section 311.2026, RSMo., relating to liquor licensees; and expediting the enactment of said ordinance.

WHEREAS, the City of Joplin is authorized to make and enforce ordinances for the regulation and control of the sale of all intoxicating liquors within the City; and

WHEREAS, on July 11, 2025, the Governor of the State of Missouri signed into law House Bill No. 1041, effective August 28, 2025, which enacted a new Section 311.2026, of Chapter 311 of the Revised Statutes of Missouri, authorizing businesses licensed to sell intoxicating liquors to operate "twenty-four hours a day" and sell alcoholic beverages for "twenty-three hours a day" for the period beginning June 11, 2026, through July 19, 2026, (during the duration of the FIFA World Cup Tournament); and

WHEREAS, Section 311.2026.4, RSMo. Supp. 2025 also provides that "[i]f any city … objects to the extension of hours within its jurisdiction … the governing body of such [city] may exempt itself by ordinance from the provisions" of Section 311.2026; and

WHEREAS, the Council of the City of Joplin finds and determines it to be in the best interests of the City and citizens and the health, safety and welfare of the City's residents to object and exempt itself by ordinance from the provisions of Section 311.2026.2, RSMo. Supp. 2025;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. The City of Joplin hereby expresses its objection to the extension of hours of operation for licensees in its jurisdiction for alcoholic beverage sales authorized by House Bill 1041 (2025) and the provisions of Section 311.2026.2, RSMo. Supp. 2025, and hereby exempts the City of Joplin and its licensees from those extended hours of operation pursuant to the authority of Section 311.2026.4, RSMo. Supp. 2025.

Section 2. It is hereby declared to be the intention of the 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 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 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.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

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

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2026-512 – Terminating the 1717 Market Place TIF Plan and Redevelopment Agreement

**MEETING DATE**
June 1, 2026

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2026-512 Ordinance

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

**SUMMARY**
This Council Bill terminates the 1717 Market Place TIF Redevelopment Plan and Agreement between the City and WBB, L.L.C., the assigned developer of this TIF.

**BACKGROUND**
In January 2005, the City Council adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan"), designating 1717 Market Place LLC as the developer. The redevelopment plan called for the redevelopment of approximately 38.8 acres into individual commercial redevelopment project areas within the proposed District. The District boundaries are generally bound by Missouri Highway 71 (Rangeline Road) to the west, East 15th Street to the north, Rex Crossing Road to the east and East 20th Street to the south.

The goal of this project was to provide infill retail development, providing retail choices for consumers and developing a blighted area into a higher and better use along one of Joplin's busiest corridors. This TIF was approved as a pay-as-you-go TIF, meaning the developer completed the development with private financing. The incremental increase in sales tax and franchise tax (EATS), along with the incremental increase in property tax (PILOTS), created by the redevelopment project itself reimbursed the developer for certain approved improvements, including infrastructure costs such as streets, stormwater improvements, parking lights, etc.

This development was nearly a $51.4 million project, of which just over $15.5 million was reimbursed through the incremental increase in EATS and PILOTS within the development.

This TIF Plan was approved in January of 2005, with activation of the first two project areas in December of 2005 and the first collections in 2006. As of June 2026, the Developer (and assignments) has been fully reimbursed as set forth in the Redevelopment Agreement. This TIF has paid off approximately two years ahead of the 23-year allowable timeframe. The various

taxing jurisdictions will now receive the full economic benefit from this development as compared to the base taxes that were being generated before the development occurred.

**FUNDING SOURCE**

This item is not applicable for this council bill.

**RECOMMENDATION**

Staff recommends approval of this council bill on an expedited basis to terminate the 1717 Market Place Crossing TIF and disburse the excess collections to the taxing jurisdictions.

**COUNCIL BILL NO. 2026-512** **ORDINANCE NO.**

AN ORDINANCE approving termination of the Redevelopment Agreement for the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

WHEREAS, on January 30, 2005, the City of Joplin, Missouri (the "City") and 1717 Market Place, LLC (the "Developer") entered into the 1717 Market Place Tax Increment Financing Redevelopment Agreement (the "Redevelopment Agreement") to provide for the implementation of the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") and the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects") within the redevelopment area as legally described in the Redevelopment Plan and on **Exhibit A** attached hereto and incorporated herein by reference (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Agreement provides for tax increment financing revenues ("TIF Revenues") generated by the Redevelopment Plan to be used to reimburse the Developer for certain costs associated with the Redevelopment Projects; and

WHEREAS, the Developer filed bankruptcy in late summer of 2012 and on May 19, 2014, the Circuit Court of Jasper County auctioned certain rights owned by the Developer for sale and thereafter WBB, LLC acquired the rights to receive the Tax Increment Financing revenue stream pursuant to the terms of the Redevelopment Agreement; and

WHEREAS, on February 5, 2018, the City Council adopted Ordinance No. 2018-018 approving a transfer of repayment rights of the Redevelopment Agreement to WBB, LLC; and

WHEREAS, on May 21, 2018, the City Council adopted the First Amendment to the 1717 Market Place Tax Increment Financing Plan to increase the budget; and

WHEREAS, on May 18, 2026, the City Council adopted the Second Amendment to the 1717 Market Place Tax Increment Finance Plan to increase the budget; and

WHEREAS, the City has determined that WBB, LLC, has been fully reimbursed from TIF Revenues pursuant to the Redevelopment Plan and the Redevelopment Agreement; and

WHEREAS, on June 1, 2026, the City Council adopted Ordinance No. 2026-____ terminating the Redevelopment Plan and the designation of the Redevelopment Area as a redevelopment area as contemplated by Section 28.b. of the Redevelopment Agreement; and

WHEREAS, Section 40 of the Redevelopment Agreement states that "[T]he provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease."; and

WHEREAS, as a result of the termination of the Redevelopment Plan and designation of the Redevelopment Area and in accordance with Section 40 of the Redevelopment Agreement, the

City Council desires to declare that the Redevelopment Agreement is terminated in accordance with the terms of the Redevelopment Agreement.

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

Section 1. That the Redevelopment Agreement for the 1717 Market Place Tax Increment Financing Plan is hereby terminated in accordance with the terms of the Redevelopment Agreement.

Section 2. This Ordinance is declared by the City Council to be an expedited matter within this meaning of Section 2.12 (3)(6), of the Home Rule Charter of the City of Joplin, Missouri in order to terminate the Recovery TIF 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 _____.

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

## Exhibit A

Legal Description of Redevelopment Area

PARCEL A DESCRIPTION
OWNERS: WAL-MART REAL ESTATE BUSINESS TRUST
(BOOK 1787, PAGE 873)
CARROLL W. AND KAREN K. ROGERS
(BOOK1619, PAGE 1045)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1784.68 FEET EAST AND 30.00 FEET NORTH OF THE SOUTHWEST QUARTER OF SECTION 7, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY OF 20TH STREET AND THE WEST RIGHT-OF-WAY OF REX CROSSING ROAD, THENCE SOUTH 89°46'12" WEST 432.01 FEET; THENCE NORTH 00°19'55" WEST 436.67 FEET; THENCE SOUTH 89°38'11" WEST 348.00 FEET; THENCE NORTH 00°19'55" WEST 366.57 FEET; THENCE NORTH 89°49'05" EAST 374.13 FEET TO A POINT ON A WILLIAMS GAS PIPELINE; THENCE NORTH 00°48'47" EAST ALONG SAID WILLIAMS GAS PIPELINE, A DISTANCE OF 927.71 FEET; THENCE SOUTH 89°57'01" EAST 388.75 FEET; THENCE SOUTH 00°03'59" WEST 201.70 FEET; THENCE SOUTH 89°56'01" WEST 5.00 FEET; THENCE SOUTH 00°39'20" EAST 1530.25 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

AND

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE EAST 1784.68; THENCE NORTH 30.00 FEET TO A POINT THAT IS THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 20TH STREET, AND THE WEST RIGHT-OF-WAY OF REX CROSSING ROAD; THENCE SOUTH 89°46'12" WEST 432.01 FEET; THENCE NORTH 00°19'55" WEST 436.67 FEET; THENCE SOUTH 89°38'11" WEST 348.00 FEET; THENCE NORTH 00°19'55" WEST 366.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'05" WEST A DISTANCE OF 126.87 FEET; THENCE NORTH 00°11'30" EAST A DISTANCE OF 280.75 FEET; THENCE EAST A DISTANCE OF 310.20 FEET; THENCE NORTH 00°08'30" EAST 648.58 FEET; THENCE SOUTH 89°57'01" EAST A DISTANCE OF 201.75 FEET TO A POINT ON THE WILLIAMS GAS PIPELINE; THENCE SOUTH 00°48'47" WEST ALONG SAID WILLIAMS GAS PIPELINE A DISTANCE OF 927.71 FEET; THENCE SOUTH 89°49'05" WEST A DISTANCE OF 374.13 FEET TO THE POINT OF BEGINNING.

PARCEL B DESCRIPTION - EXISTING
OWNER: HOLIDAY PARK, INC.
(BOOK 1797, PAGE 150)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN JASPER COUNTY, MISSOURI; THENCE EAST 518.64 FEET; THENCE NORTH 833.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 280.75 FEET; THENCE EAST 354.00 FEET; THENCE SOUTH 280.75 FEET; THENCE WEST 354.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

PARCEL C DESCRIPTION - EXISTING
OWNER: G & S HOLDINGS, LLC
(BOOK 1683, PAGE 1541)

TRACT 1:
ALL THAT CERTAIN TRACT OF LAND LYING AND BEING IN PART OF SECTION 7, TOWNSHIP 27, RANGE 32, JOPLIN, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE INTERSECTION OF MISSOURI STATE HIGHWAY 71 AND 20TH STREET; THENCE NORTH 89°46'00" EAST A DISTANCE OF 70.37 FEET TO A POINT; THENCE NORTH 00°03'20" EAST A DISTANCE OF 44.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 71; THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 71 NORTH 00°03'20" EAST A DISTANCE OF 422.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 71 NORTH 00°03'20" EAST A DISTANCE OF 1.62 FEET TO A POINT; THENCE NORTH 85°42'53" WEST A DISTANCE OF 10.03 FEET TO A POINT; THENCE NORTH 00°03'20" EAST A DISTANCE OF 314.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 17TH STREET; THENCE NORTH 89°46'00" EAST ALONG THE SOUTH LINE OF 17TH STREET RIGHT-OF-WAY A DISTANCE OF 943.52 FEET TO AN IRON PIN; THENCE DUE SOUTH A DISTANCE OF 316.68 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST A DISTANCE OF 249.00 FEET TO AN IRON PIN; THENCE DUE SOUTH DISTANCE OF 143.5 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST A DISTANCE OF 484.97 FEET; THENCE NORTH 00°03'20" EAST A DISTANCE OF 4.0 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE TACO TICO PROPERTY LINE; THENCE NORTH 00°03'20" EAST A DISTANCE OF 139.49 FEET; THENCE SOUTH 89°46'00" WEST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD AND HIGHWAY PURPOSES.

TRACT 2:
ALL THAT CERTAIN TRACT OF LAND LYING AND BEING IN PART OF SECTION 7,

TOWNSHIP 27, RANGE 32, JOPLIN, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE INTERSECTION OF MISSOURI STATE HIGHWAY 71 AND 20TH STREET; THENCE NORTH 89°46'00" EAST A DISTANCE OF 70.37 FEET TO A POINT; THENCE NORTH 00°03'20" EAST A DISTANCE OF 44.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 71; THENCE SOUTH 41°20'27" EAST A DISTANCE OF 7.37 FEET TO A POINT; THENCE SOUTH 00°03'20" WEST A DISTANCE OF 8.50 FEET TO A POINT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET NORTH 89°46'00" EAST A DISTANCE OF 650.40 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH A DISTANCE OF 293.17 FEET TO A POINT; THENCE NORTH 89°46'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 293.17 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:
ALL THAT CERTAIN TRACT OF LAND LYING AND BEING IN PART OF SECTION 7, TOWNSHIP 27, RANGE 32, JOPLIN, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE INTERSECTION OF MISSOURI STATE HIGHWAY 71 AND 20TH STREET; THENCE NORTH 89 °46'00" EAST A DISTANCE OF 70.37 FEET TO A POINT; THENCE NORTH 00°03'20" EAST A DISTANCE OF 44.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MISSOURI STATE HIGHWAY 71; THENCE SOUTH 41°20'27" EAST A DISTANCE OF 7.37 FEET TO A POINT; THENCE SOUTH 00°03'20" WEST A DISTANCE OF 8.50 FEET TO A POINT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET NORTH 89°46'00" EAST A DISTANCE OF 195.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°03'20" EAST A DISTANCE OF 293.17 FEET TO A POINT; THENCE NORTH 89°46'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 00°03'20" WEST A DISTANCE OF 293.17 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL D DESCRIPTION - EXISTING
OWNER: SOUTHWEST MISSOURI BANK
(BOOK 1746, PAGE 1109)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 260 FEET EAST AND 833.25 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7; THENCE EAST 258.64 FEET; THENCE NORTH 280.75 FEET; THENCE WEST 458.64 FEET; THENCE SOUTH 130.75 FEET; THENCE EAST 200 FEET; THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING.

PARCEL E - EXISTING
ALL OF LOT 4 OF EASTGATE SHOPPING CENTER SUBDIVISION, A RECORDED SUBDIVISION IN JASPER COUNTY, MISSOURI.

PARCEL F - EXISTING
ALL OF LOT 3 OF EASTGATE SHOPPING CENTER SUBDIVISION, A RECORDED SUBDIVISION IN JASPER COUNTY, MISSOURI.

PARCEL G - EXISTING
ALL OF LOT 2 OF EASTGATE SHOPPING CENTER SUBDIVISION, A RECORDED SUBDIVISION IN JASPER COUNTY, MISSOURI.

PARCEL H - EXISTING
ALL OF LOT 7 OF EASTGATE SHOPPING CENTER SUBDIVISION, A RECORDED SUBDIVISION IN JASPER COUNTY, MISSOURI, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 3011.7 FEET SOUTH AND 210.0 FEET EAST OF THE NW CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32; THENCE NORTH 172 FEET; THENCE EAST 45’; THENCE SOUTH 172 FEET; THENCE WEST 45’ TO THE POINT OF BEGINNING.

PARCEL I - EXISTING
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 279.04 FEET EAST AND 1,106.76 FEET NORTH OF THE SOUTHWEST QUARTER OF SECTION 7.

PARCEL J - EXISTING
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 279.04 FEET EAST AND 1,106.76 FEET NORTH OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH 88°16'55" EAST 314.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°01'01" EAST 207.79 FEET; THENCE SOUTH 88°24'15" EAST 376.11 FEET; THENCE SOUTH 01°35'10" WEST 170.29 FEET; THENCE SOUTH 02°25'43" WEST 38.35 FEET; THENCE NORTH 88°16'55" WEST 377.11 FEET TO THE POINT OF BEGINNING.

PARCEL K - EXISTING

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND EXCLUDING ANY PARTS TAKEN FOR PARCELS I AND J:

ALL OF EASTGATE SHOPPING CENTER SUBDIVISION, LOT 7, EXCLUDING A TRACT DESCRIBED AS BEGINNING AT A POINT 3011.7 FEET SOUTH AND 210 FEET EAST OF THE NW CORNER OF THE SW QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32; THENCE NORTH 172 FEET, THEN EAST 45 FEET; THENCE SOUTH 172 FEET; THENCE WEST 45 FEET TO THE POINT OF BEGINNING.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2026-513 – Terminating the 1717 Market Place TIF Plan and Redevelopment Projects

**MEETING DATE**
June 1, 2026

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2026-513 Ordinance

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

**SUMMARY**
This Council Bill dissolves the Special Allocation Fund for the 1717 Market Place TIF Plan and Redevelopment Projects and terminates the designation of the Redevelopment Area.

**BACKGROUND**
In January 2005, the City Council adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan"), designating 1717 Market Place LLC as the developer. The redevelopment plan called for the redevelopment of approximately 38.8 acres into individual commercial redevelopment project areas within the proposed District. The District boundaries are generally bound by Missouri Highway 71 (Rangeline Road) to the west, East 15th Street to the north, Rex Crossing Road to the east and East 20th Street to the south.

The goal of this project was to provide infill retail development, providing retail choices for consumers and developing a blighted area into a higher and better use along one of Joplin's busiest corridors. This TIF was approved as a pay-as-you-go TIF, meaning the developer completed the development with private financing. The incremental increase in sales tax and franchise tax (EATS), along with the incremental increase in property tax (PILOTS), created by the redevelopment project itself reimbursed the developer for certain approved improvements, including infrastructure costs such as streets, stormwater improvements, parking lights, etc.

This development was nearly a $51.4 million project, of which just over $15.5 million was reimbursed through the incremental increase in EATS and PILOTS within the development.

This TIF Plan was approved in January of 2005, with activation of the first two project areas in December of 2005 and the first collections in 2006. As of June 2026, the Developer (and assignments) has been fully reimbursed as set forth in the Redevelopment Agreement. This TIF has paid off approximately two years ahead of the 23-year allowable timeframe. The various

taxing jurisdictions will now receive the full economic benefit from this development as compared to the base taxes that were being generated before the development occurred, which is approximately $1 million per year. Any excess funds collected will be sent to Jasper County to disburse to the various taxing jurisdictions, such as Joplin R-VIII School District and Jasper County. This successful development will add to the revenue stream of the impacted taxing jurisdictions.

**FUNDING SOURCE**

This item is not applicable for this council bill.

**RECOMMENDATION**

Staff recommends approval of this council bill on an expedited basis to terminate the 1717 Market Place TIF and reimburse the impacted taxing jurisdictions.

**COUNCIL BILL NO. 2026-513** **ORDINANCE NO.**

AN ORDINANCE dissolving the Special Allocation Fund for the 1717 Market Place Tax Increment Financing Plan and Redevelopment Projects and terminating the designation of the Redevelopment Area of the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause.

WHEREAS, the City Council of the City of Joplin, Missouri (the "City") adopted Ordinance No. 2005-006 on January 10, 2005 approving the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan (the "Redevelopment Area"), selecting the 1717 Market Place, L.L.C. (the "Developer") as the developer for Redevelopment Projects B through J included in the Redevelopment Plan, and authorizing the City to enter into a redevelopment agreement (the "Redevelopment Agreement") with the Developer for the implementation of a redevelopment projects; and,

WHEREAS, the City Council thereafter adopted ordinances approving the following Redevelopment Projects and activating tax increment financing therein:

| Redevelopment Project | Ordinance No. | Activation Date |
|---|---|---|
| A | 2006-159 | October 9, 2006 |
| B | 2008-208 | December 1, 2008 |
| C | 2005-205 | December 5, 2005 |
| D | 2008-045 | March 17, 2008 |
| E | 2005-206 | December 5, 2005 |
| G | 2005-207 | December 5, 2005 |
| I | 2014-229 | December 15, 2014 |
| J | 2014-230 | December 15, 2014 |

Note: Projects F & H were never activated as separate Redevelopment Projects; and,

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 RSMo., 2000, as amended (the "Act"), the Redevelopment Plan, the Redevelopment Agreement, and Ordinance No. 2005-006 and the ordinances noted above regarding the various Redevelopment Projects, the City has collected and disbursed payments in lieu of taxes and economic activity taxes (collectively the "TIF Revenues") including disbursement of funds to the Developer and its successors and assigns for reimbursable redevelopment project costs; and,

WHEREAS, Section 28.b. of the Redevelopment Agreement states "Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the Act, the City Council shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be

owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Agreement."; and,

WHEREAS, the City has determined that the Developer including its successors and assigns have been fully reimbursed from TIF Revenues pursuant to the Redevelopment Plan and the Redevelopment Agreement; and,

WHEREAS, pursuant to subsection 1 of Section 99.850 of the Act, when redevelopment project costs have been paid, all surplus funds remaining in the special allocation fund for the Redevelopment Project shall be paid by the director of finance to the county collector who shall immediately thereafter pay such funds to the taxing districts in the area selected for a redevelopment project in the same manner and proportion as the most recent distribution by the collector to the affected districts of real property taxes from real property in the area selected for a redevelopment project; and,

WHEREAS, thereafter, pursuant to subsection 2 of Section 99.850 of the Act, the municipality shall adopt an ordinance dissolving the special allocation fund for the redevelopment area and terminating the designation of the redevelopment area as a redevelopment area and the rates of the taxing districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing; and,

WHEREAS, the Council of the City of Joplin desires to adopt this ordinance dissolving the special allocation fund for the Redevelopment Plan and Redevelopment Projects and terminating the designation of the Redevelopment Area of the Redevelopment Plan, all in accordance with the provisions of the Act.

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

Section 1. That the Director of Finance of the City is hereby authorized and directed to pay all surplus funds in the special allocation fund for the Redevelopment Area to the County Collector for payment to the taxing districts in accordance with Section 99.850 and subdivision (12) of Section 99.820 of the Act.

Section 2. That following payment by the Director of Finance of the surplus funds as provided in Section 1 of this ordinance, the special allocation fund for the Redevelopment Area shall be dissolved and the designation of the Redevelopment Area as a redevelopment area shall be terminated pursuant to Section 99.850 of the Act.

Section 3. That the City Manager of the City and his designees are hereby authorized to take all necessary actions to notify the County officials and all other necessary parties and otherwise carry out the purpose and intent of this ordinance.

Section 4. This Ordinance is declared by the City Council to be an expedited matter within this meaning of Section 2.12 (3)(6), of the Home Rule Charter of the City of Joplin, Missouri, in order

to cease the collection of TIF revenues from other taxing jurisdictions 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.

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill No. 2026-007 - AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; and specifically, Section 82-74 - Harassment; and establishing a time for such ordinance to become effective.

**MEETING DATE**
June 1, 2026

**ATTACHMENTS**
Council Bill No. 2026-007

**REVIEWED BY**
City Attorney, Peter Edwards; Chief of Police, Richard Pearson; and City Manager, Nicholas Edwards.

**SUMMARY**
This council bill repeals antiquated ordinance language and replaces the language to comport with the statutory misdemeanor violation of RSMo. 565.091. *Harassment, second degree*.

**BACKGROUND**
The antiquated language found in 82-74 unnecessarily limits harassment to communications "in writing or by telephone." The statutory language that replaces 82-74 is broad in its scope to encompass any form of harassment, either in person, by phone, or in writing. The statutory language also provides a definition of "emotional distress" as stated in RSMo. 565.002(7).

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2026-007 ORDINANCE NO. _____

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

WHEREAS, the Harassment ordinance was last updated in 1999, by Ordinance No. 99-205; and requires replacement in order to comport with state statute; and

WHEREAS, the City Council finds that updating the Joplin City Code is necessary for the protection of the public health, safety, and welfare of the City of Joplin.

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

Section 1. That Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; Section 82-74, *Harassment*, be repealed and replaced as follows:

"Sec. 82-74. - *Harassment.*

1. ~~(a)~~ A person commits the ~~ordinance violation~~ offense of harassment if he or she, ~~for the purpose of frightening or disturbing another person,~~ without good cause, engages in any act with the purpose to cause emotional distress to another person.

~~(1) Communicates in writing or by telephone a threat to commit a crime against the personal or real property of the other person, or assault any person;~~

~~(2) Makes a telephone call or communication in writing and uses coarse language offensive to one of reasonable sensibility;~~

~~(3) Makes a telephone call anonymously; or~~

~~(4) Makes repeated telephone calls.~~

~~(b) Any person who commits the ordinance violation of harassment, upon conviction, may be punished, upon conviction, in accordance with section 1-5.~~

2. The term "emotional distress" means something markedly greater than the level of uneasiness, nervousness, unhappiness, or the like which are commonly experienced in day-to-day living.

3. This section shall not apply to activities of federal, state, county, or municipal law enforcement officers conducting investigations of violations of federal, state, county, or municipal law.

4. Any person having been found guilty of violating this section shall be punished as provided in section 1-5 of this Code of Ordinances."

Section 2. That this Ordinance shall be in full force and effect twenty (20) days and after its passage.

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

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

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

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

**MEETING DATE**
June 1st, 2026

**ORIGINATING DEPT**
Public Works – Operations

**ATTACHMENTS**
CB2026-124 Ordinance, Agreement, Bid Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____, 2026 by a _____ vote.

_____

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

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

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

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

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

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

**2026 Miscellaneous WWTP Improvements**

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $948,000.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (https://www.joplinmo.org/DocumentCenter/View/12663/2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Nine Hundred Forty-Eight Thousand and 00/100 DOLLARS ($948,000.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

# BID SUMMARY

**PROJECT: 2026 Miscellaneous Wastewater Treatment Plant Improvements**

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

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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

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

**MEETING DATE**
June 1st, 2026

**ORIGINATING DEPT**
Public Works – Operations

**ATTACHMENTS**
CB2026-125 Ordinance, Agreement, Bid Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____, 2026 by a _____ vote.

_____

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

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

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

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

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

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

**2026 Miscellaneous WWTP Electrical Upgrades**

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $901,052.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (https://www.joplinmo.org/DocumentCenter/View/12663/2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of NINE HUNDRED ONE THOUSAND FIFTY-TWO AND 00/100 DOLLARS ($901,052.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

# BID SUMMARY

**PROJECT: 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades**

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

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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

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

**MEETING DATE**
June 1, 2026

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2026-514 Ordinance; Schedule "A" Budget Amendment

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill amends the adopted 2025-2026 Budget of the City of Joplin.

**BACKGROUND**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

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

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $318,441.00 and expenditures by $9,532,315.00, each.

**FUNDING SOURCE**
Various funds are being amended to fund this item as shown on Schedule A and detailed above.

**RECOMMENDATION**
Staff recommends approval of this council bill on a first reading.

**COUNCIL BILL NO. 2026-514** **ORDINANCE NO.**

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

WHEREAS, the City of Joplin, Missouri passed Ordinance 2025-143 on October 20, 2025, which estimated revenues and appropriated funds for the fiscal year 2025-2026; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of Three Hundred Eighteen Thousand Four Hundred Forty-One Dollars and No Cents ($318,441.00) and by increasing appropriations by the total amount of Nine Million Five Hundred Thirty-Two Thousand Three Hundred Fifteen Dollars and No Cents ($9,532,315.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. That this ordinance shall become effective on June 16, 2026.

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

of _____, 2026.

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

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

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

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

# SCHEDULE A

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

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

# SCHEDULE A

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

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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

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

**MEETING DATE**
June 1, 2026

**ORIGINATING DEPARTMENT**
City Manager Office

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

**REVIEWED BY**
Director of Planning Development and Neighborhood Services – Troy Bolander; Director of Finance - Leslie Haase; City Attorney - Peter Edwards; Assistant City Manager - Tony Robyn; City Manager - Nicholas Edwards

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

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

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

**FUNDING SOURCE**

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

**RECOMMENDATION**

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

twr

**REQUEST FOR PROPOSAL NO. 2026-RFP-13**

# Economic Development Services

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

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

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

**Phone:** 417-624-0820 Ext. 1203

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

**NOTICE TO BIDDERS**

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

## Economic Development Services

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

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

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

Leslie Haase, CPA, CMA
Finance Director

***Publication Date: January 23, 2026***

**CITY OF JOPLIN, MISSOURI**

**Economic Development Services**

## Purpose

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

## Objectives

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

## 1. Scope of Work

The selected consultant will be expected to:

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

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

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

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

III. **Marketing and Attraction**

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

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

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

IV. **Ombudsman**

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

**V. Other**

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

## 2. Pricing Requirements

Each Proposal shall include the following:

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

## 3. Company Profile

Provide the following information relative to your firm:

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

## 4. Organizational Structure

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

## 5. Key Staff Resumes

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

## 6. Experience and Qualifications

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

## 7. References

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

## 8. Timeline to Complete Study

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

## 9. Cost of Proposal

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

## 10. RFP Schedule

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

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

Addenda to the RFP and Requests for Information:

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

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

## 11. Proposal Evaluation Process

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

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

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

**13. Responsibility for Costs**

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

**14. Contract Terms and Conditions**

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

**15. Exhibits**

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

A. City of Joplin Standard Professional Services Agreement example

**16. Proposal Terms and Conditions**

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

## 17. Interviews

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

## 18. Request for Additional Information

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

## 19. Acceptance/Rejection/Modification to Proposals

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

## 20. Proposals Binding

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

## 21. Proposer's Certification

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

## 22. Non-exclusive Contract

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

## 23. Late proposals

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

## 24. Completeness

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

## 25. Execution of Agreement

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

## 26. SUBMISSION OF PROPOSALS

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

## 27. Proposal Due Date

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

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

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

## 28. Amendments

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

## 29. Proposal Evaluation Process

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

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

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

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

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

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

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

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

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

**EXHIBIT A Example Contract**

**CONTRACT NO.**_____

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

**NAME, ADDRESS & PHONE OF CONSULTANT**

**AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each

other in every way possible in carrying out the scope of services.

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

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Liability and Indemnity:**

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

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

    C. The Consultant shall indemnify and hold the City harmless from all wages or overtime

compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

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

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

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

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

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

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

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

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

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

**CITY OF JOPLIN, MISSOURI**

By: _____
City Manager

**CONSULTANT**

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

**APPROVED AS TO FORM:**

_____
Peter C. Edwards, City Attorney

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

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

CITY OF JOPLIN AND MISSOURI SOUTHERN STATE UNIVERSITY

# ECONOMIC DEVELOPMENT SERVICES PROPOSAL

February 18, 2026



PLACE foundry


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

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

PLACE
foundry

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

February 18, 2026

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

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

Dear Mr. Robyn:

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

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

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

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

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

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

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

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

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

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



David A. Sidney | Managing Principal

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

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## SECTION 1

# Work Plan

# 1.1: Understanding The Joplin Opportunity

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

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




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

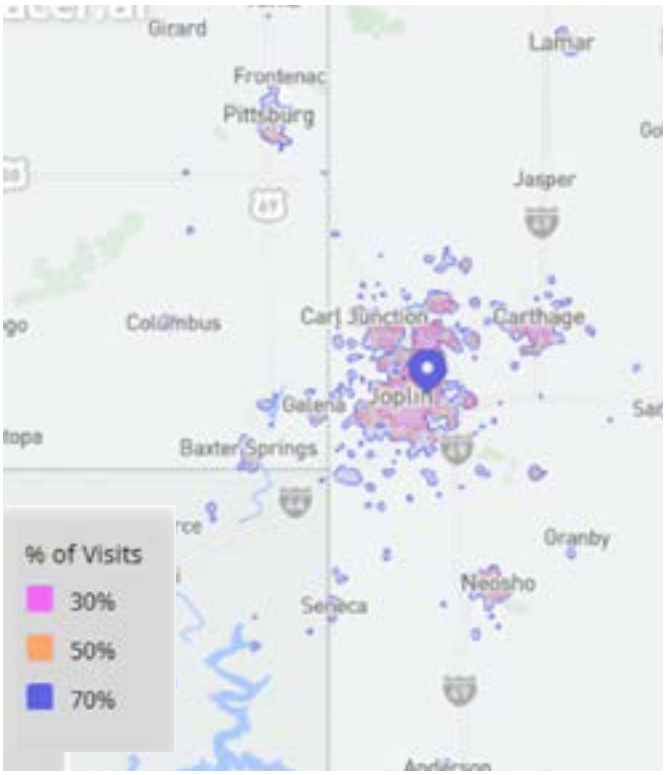
MSSU generates consistent daily foot traffic throughout the academic year, creating a stable foundation for surrounding development. For both commuter and resident students at the campus, additional amenities could be a valuable addition.




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

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

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




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

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

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




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

## READING THE SITE: CHALLENGES AND OPPORTUNITIES

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

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

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

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

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

**What Joplin Needs: A Strategic Partner Beyond Planning**

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

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

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

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

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

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

## WHY THIS PARTNERSHIP DELIVERS RESULTS

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

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

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

## 1.2: OUR APPROACH

# The Place Foundry Difference

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

### WHAT IS PLACE DEVELOPMENT?

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

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

### FOUR CORE PRINCIPLES GUIDE EVERY PROJECT

**1. Data-Informed Decision-Making**

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

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

## FOUR CORE PRINCIPLES GUIDE EVERY PROJECT CONTINUED

### 2. Stakeholder Engagement

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

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

### 3. Adaptive Strategy

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

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

### 4. Implementation Focus

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

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

## HOW THIS TRANSLATES TO RESULTS

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

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

# 1.3 Our Proven Three-Phase Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Task 2.3: Dedicated Development Website**

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

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

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

**Task 2.4: Visual Marketing Materials**
Produce professional marketing materials that

communicate opportunities compellingly and compete effectively for developer attention.

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

**DELIVERABLES:**

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

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

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

**DELIVERABLES:**

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

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

**DELIVERABLES:**

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

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

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

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

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

**DELIVERABLES:**

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

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

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

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

**DELIVERABLES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTINUOUS: PROJECT MANAGEMENT & COMMUNICATION

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

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

DELIVERABLES:

→ Ongoing Project Coordination Throughout 13 Months

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

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

DELIVERABLES:

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

SECTION 2

# Qualifications



# 2.1: Company Profile

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# 2.2: Organizational Structure

## FIRM ORGANIZATIONAL STRUCTURE

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

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

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

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

## PROJECT TEAM ORGANIZATION FOR JOPLIN

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

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

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

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

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

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

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

## COMMUNICATION AND QUALITY CONTROL

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

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

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

# 2.3 Key Staff Resumes





# DAVID A. SIDNEY

## MANAGING PRINCIPAL | PLANNING & DEVELOPMENT STUDIO

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

## AREAS OF EXPERTISE

**Strategic Planning**

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

**Community Engagement**

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

**Development/ Redevelopment**

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

## RELEVANT PROJECT EXPERIENCE

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

**Projects completed before working with Place Foundry*

## EDUCATION

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



# MARK SCHAER

## PLACE STRATEGIST

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

## AREAS OF EXPERTISE

**Real Estate Analysis & Financial Modeling**

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

**Development Strategy & Site Selection**

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

**Project Coordination & Due Diligence**

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

## RELEVANT PROJECT EXPERIENCE

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

## EDUCATION

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

## TECHNICAL SKILLS

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

**Visualization:** Adobe Creative Suite, Sketchup

**Office Applications:** Microsoft Office 365 Suite



# SHAWN AGER

## PLACE ANALYST

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

## AREAS OF EXPERTISE

**Geographical Information Systems (GIS)**

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

**Market Analysis & Economic Geography**

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

**Community Engagement Support**

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

## RELEVANT PROJECT EXPERIENCE

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

**Projects completed before working with Place Foundry*

## EDUCATION

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

## TECHNICAL SKILLS

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



# JEFF MACKE, PE, CFM

## DIRECTOR OF CIVIL ENGINEERING

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

## AREAS OF EXPERTISE

**Infrastructure Planning**

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

**Technical Analysis**

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

**Technical Analysis Cont**

- → Grant Application Development
- → Regulatory Compliance

**Project Management**

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

## RELEVANT PROJECT EXPERIENCE

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

**Projects completed before working with Place Foundry*

## EDUCATION

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

## PROFESSIONAL REGISTRATIONS

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



# MICHELLE SIDNEY

## CREATIVE DIRECTOR

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

## AREAS OF EXPERTISE

### Design

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

### Marketing

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

### Visual Storytelling

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

## RELEVANT PROJECT EXPERIENCE

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

## EDUCATION

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

# 2.4 Experience & Qualifications

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

## MUNICIPAL KNOWLEDGE AND EXPERIENCE

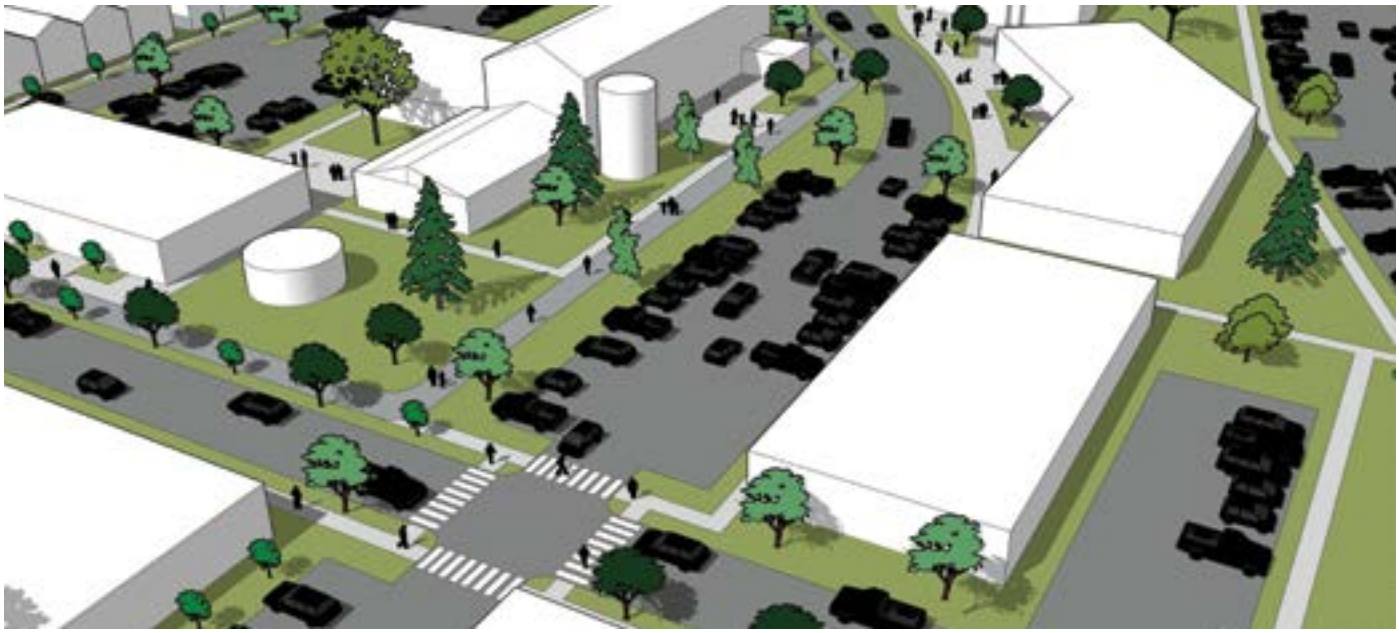
We specialize in working with small and mid-sized municipalities, university partners, and regional organizations on mixed-use development, downtown revitalization, corridor planning, and economic development strategy. Our approach emphasizes integration—combining planning, civil engineering, market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

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

## RELEVANT PROJECT EXPERIENCE

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

# Cherry Valley Crossings



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

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

## PROJECT OVERVIEW

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

## CHALLENGE & APPROACH

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

## KEY SERVICES PROVIDED

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



# Riverside Commons



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

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

## PROJECT OVERVIEW

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

## CHALLENGE & APPROACH

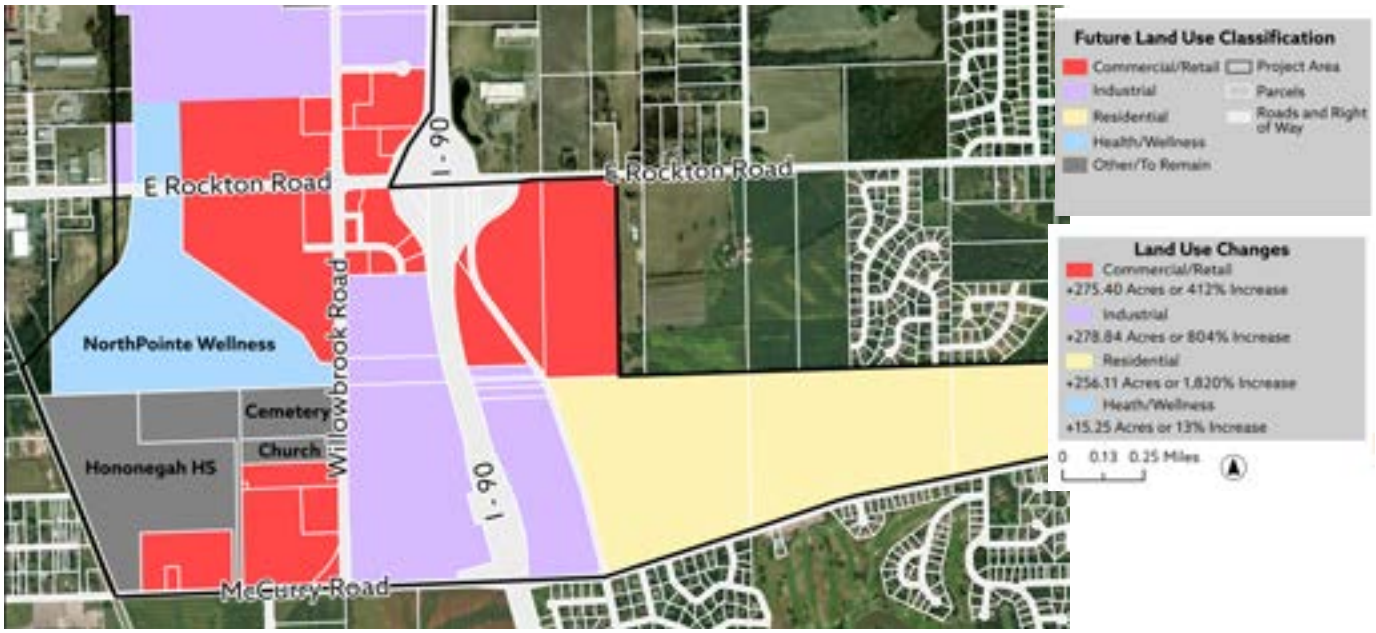
The project focuses on challenging prevailing trends of single-use development and enhancing pedestrian and transit-oriented experiences in these suburban, automobile-oriented communities. The Riverside Commons Blueprint, completed in April 2023, serves as the first district plan within the broader five-year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

## KEY SERVICES PROVIDED

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



# I-90 & Rockton Road Corridor




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

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

## PROJECT OVERVIEW

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

## CHALLENGE & APPROACH

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

## KEY SERVICES PROVIDED

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

# Lynch Road Corridor

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

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




## PROJECT OVERVIEW

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

## CHALLENGE & APPROACH

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

## KEY SERVICES PROVIDED

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

# Avon Development



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

Phase 2 Development Coordination:
September 2023 - Present

**Status:** Phase 2 In Progress

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

## PROJECT OVERVIEW

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

## CHALLENGE & APPROACH

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

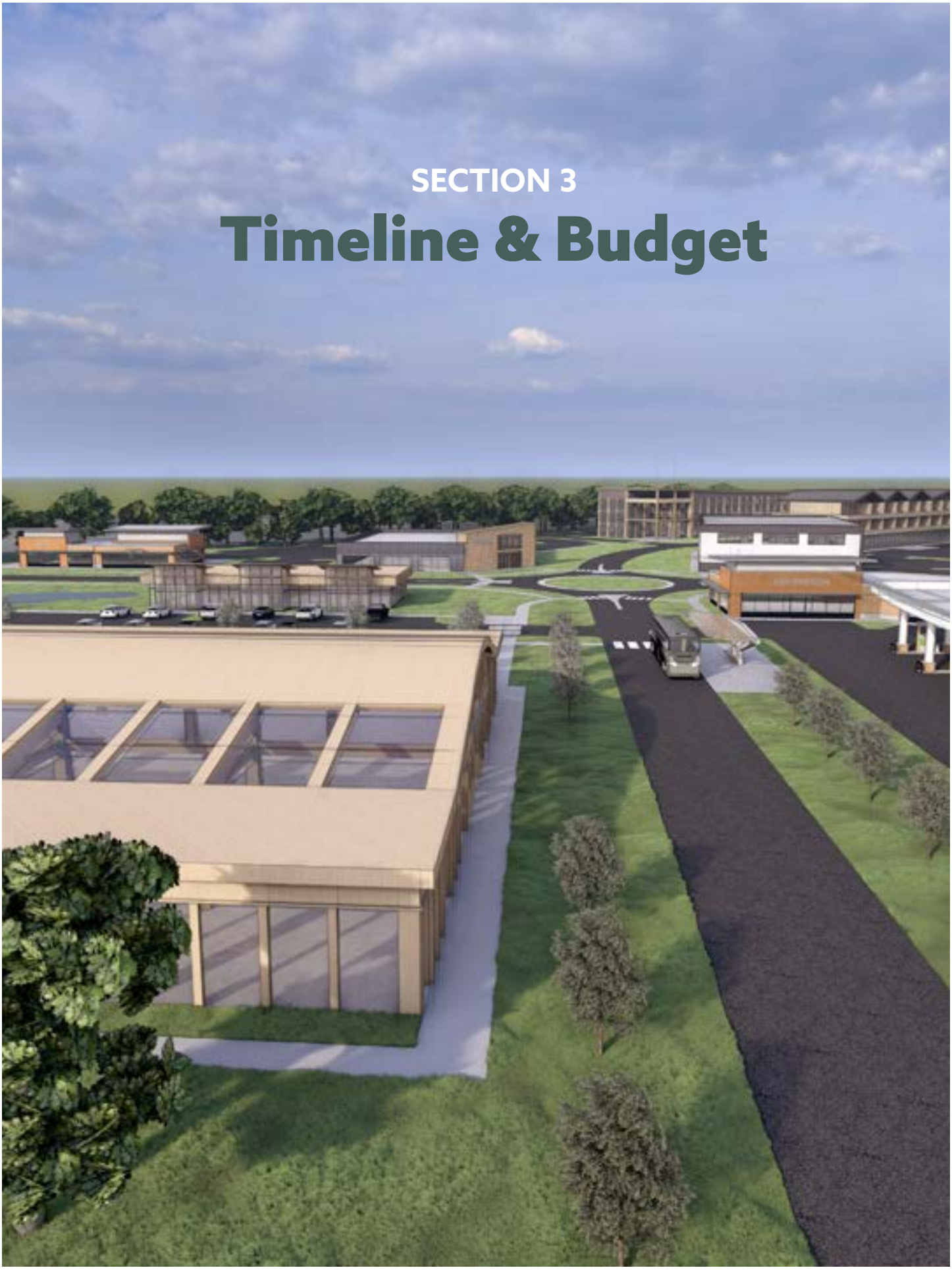



## KEY SERVICES PROVIDED

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

SECTION 3

# Timeline & Budget



# 3.1: Timeline to Complete Study

### PROJECT DURATION: APRIL 2026 - APRIL 2027

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

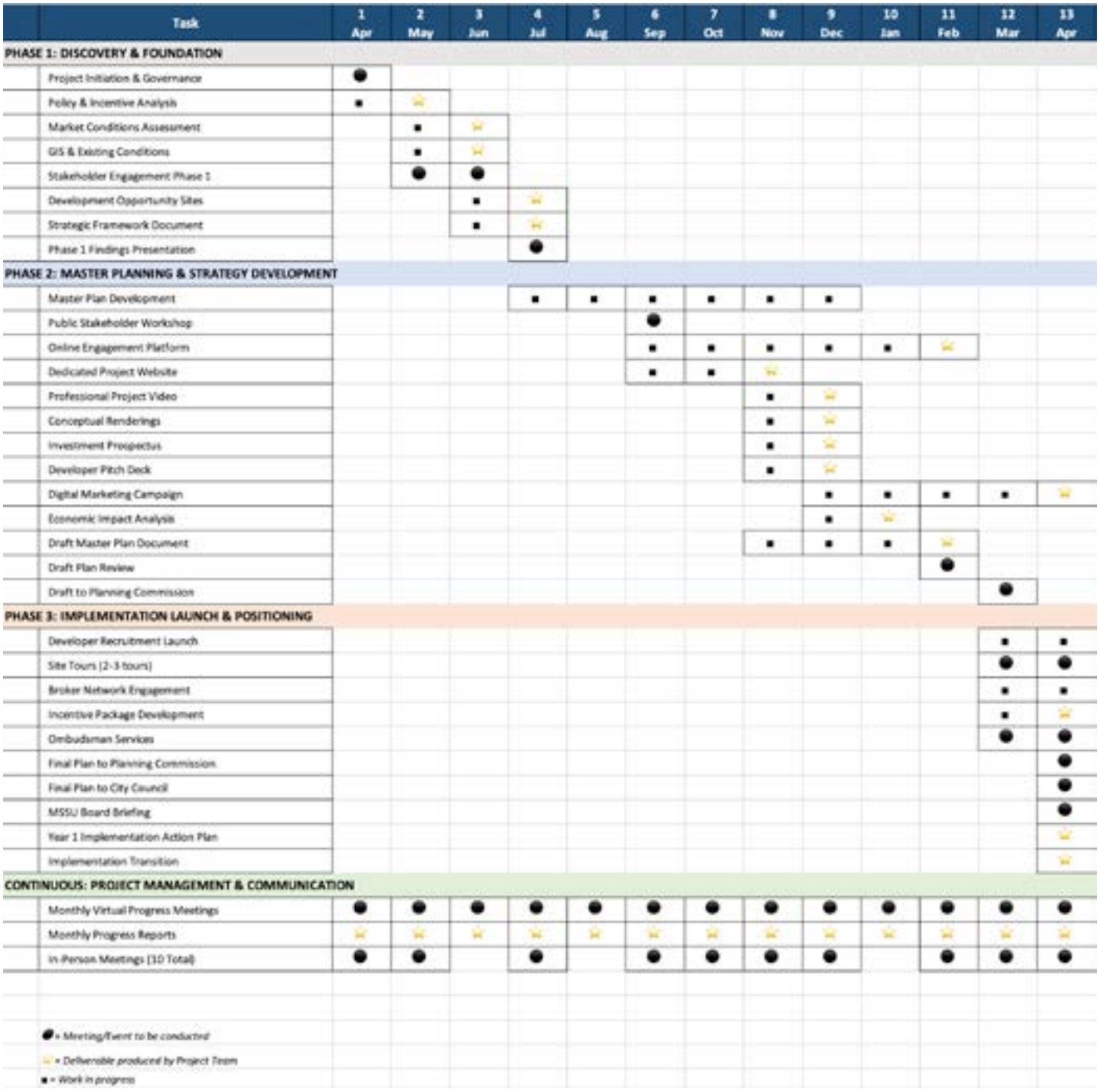
**Overall Schedule:**

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

**Stakeholder Touchpoints**

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

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



# 3.2: Cost of Proposal

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

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

**What's Not Included**

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

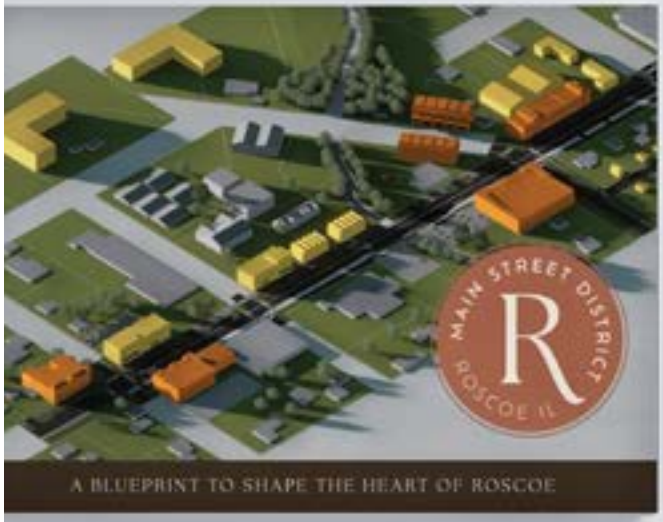
**Average Hourly Rate**

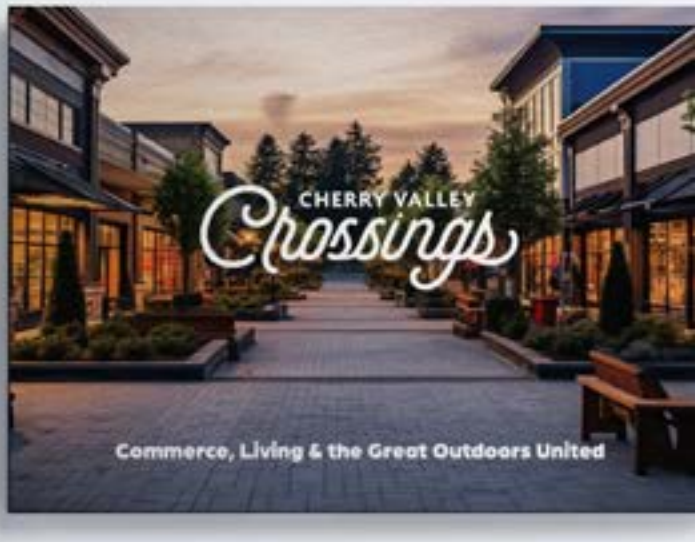
Place Foundry's blended average hourly rate for this engagement is $135/hour, reflecting our team's combined expertise across planning, engineering, market analysis, and marketing disciplines.
Total estimated professional hours: 925 hours over 13 months.

**Hourly Rates for Additional Services**

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

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


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


CHERRY VALLEY
Crossings
Commerce, Living & the Great Outdoors United


Main Street Core District
Long Term Plan


RIVERSIDE
COMMONS
live. linger. play. innovate.

## APPENDIX

# Work Samples

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

**MAIN STREET DISTRICT**

**CHERRY VALLEY CROSSINGS DISTRICT**

**RIVERSIDE COMMONS DISTRICT**

PLACE
foundry

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

## HOW WE STRUCTURE IMPLEMENTATION CONTRACTS

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

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

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

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

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

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

## YEAR 2 IMPLEMENTATION SCOPE & FEE

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

Proposed Year 2 Scope (12 months):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# AGREEMENT FOR CONSULTING SERVICES

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

**WITNESSETH:**

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

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

**WHEREAS,** the City has selected Consultant as the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A, based on full consideration of all factors, preferences, and conditions deemed applicable by City.

**NOW, THEREFORE,** the Parties to the contract agree to the following:

1. **Scope of Work and Payment.**

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

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

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

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

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

contract with the activities of the City.

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

2. **Termination.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

5. **Amendments.** The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

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

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

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

9. **Insurance.** Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the

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

City of Joplin
602 South Main
Joplin, MO 64801

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

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

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

13. **Choice of Law and Venue.** This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

14. **Attorney's Fees and Expenses.** If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

15. **Compliance with Laws.** Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

16. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Facsimile signatures shall be given the same force and effect as original signatures.

17. **Ethics.** Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

18. **Fiduciary Duty.** Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

19. **Headings.** The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

21. **Representations.** The signatories hereto represent that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

22. **Severability**. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

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

**CITY OF JOPLIN, MISSOURI**

By: _____ Nicholas Edwards, City Manager

**CONSULTANT, Place Foundry**

By: _____
David A. Sidney, Managing Principal

**APPROVED AS TO FORM:**

_____
Peter C. Edwards, City Attorney

_____
Holly Nagy, City Clerk

**COUNCIL BILL NO. 2026-610** **ORDINANCE NO**

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

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

Section 1. That the said consultation agreement by and between the City of Joplin and Place Foundry PLLC Consulting in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00), for the planning and implementation services associated with the Economic Development Services Project on behalf of the City of Joplin; a true and accurate copy of said consulting agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Sixty-Seven Thousand Five Hundred Dollars and No Cents ($67,500.00).

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

Section 5. That this Ordinance shall become effective on June 16, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2026.

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2026-614 Approving the revised Employee Promotion Policy (Rules and Regulations – Employee Handbook). .

**MEETING DATE**
June 1, 2026

**ORIGINATING DEPT**
Human Resources

**ATTACHMENTS**
CB 2026-614- Ordinance; Exhibit "A" revised Employee Promotion Policy

**REVIEWED BY**
Department Head: Michelle Ducre; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves the revision of the Employee Promotion Policy, effective June 16, 2026.

**BACKGROUND**
As part of the City's continued efforts to address compression between Managers and those they supervise, the attached policy provides for at least a 15% pay increase for promotion to positions in pay grades N24 and above. Should the promotional pay rate fall below the base rate pay of a direct subordinate, the newly promoted employee will be moved to the next closest step within the new pay grade that is above the employee they supervise.

**FUNDING SOURCE**
The promotions will be funded through the applicable department and division for the position.

**RECOMMENDATION**
Staff recommends approval of this council bill on first reading..

**EXHIBIT A**

# POLICY: Performance and Promotion Process

Joplin provides employees with promotions, when feasible, based on merit and qualifications. All employees must complete an application to be considered for promotion.

When considering granting promotions, the City will factor in relevant experience, education, consistent past performance, and demonstrated capability in meeting the new position's requirements.

A promotion occurs when an employee moves to a position that is in a pay grade higher than the pay grade of the current position held by that employee. Upon promotion to any position other than those in pay grades N24 and above, an employee shall receive at least a ten percent (10%) pay increase that falls within the new position's pay grade. The employee shall be placed on the closest step in the new pay grade that grants a ten percent (10%) pay increase.

Upon promotion to position in pay grades N24 and above, an employee shall receive at least a fifteen percent (15%) pay increase that falls within the new position's pay grade. The employee shall be placed on the closest step in the new pay grade that grants at least a fifteen percent (15%) pay increase. If, after the fifteen percent (15%) pay increase, the pay rate of the newly promoted role is less than the base pay rate of any direct subordinate, the promoted employee will move to the closest step in the new pay grade above the base pay rate of such direct subordinate.

A promotion shall not cause a change in the employee's anniversary date. An employee is expected to remain in a position for at least six (6) months prior to seeking other promotional opportunities.

This policy does not supersede or replace the terms contained within the collective bargaining agreements with the Fraternal Order of Police or International Association of Firefighters.

Original Policy Adopted by Council May 2023
Proposed Revision June 1, 2026

**COUNCIL BILL NO. 2026-614 ORDINANCE NO.**

AN ORDINANCE approving the revised Employee Promotion Policy and setting a date when this Ordinance shall become effective.

WHEREAS, new hires or subordinate employees who are paid near or above the same rate as more experienced employees who are their supervisors—demoralizes staff, reduces productivity, and creates high turnover risk; and

WHEREAS, the City remains committed to addressing pay compression as part of the 2023 Pay Equity recommendations by AGH, that are crucial for maintaining internal equity, aligning employee compensation with market rates, and fostering a culture of trust and transparency; and

WHEREAS, failing to address this issue has led to costly turnover and the loss of institutional knowledge; and

WHEREAS, proactively adjusting salaries for tenured employees, including supervisors, enhances morale and strengthens employee engagement; and

WHEREAS, employees who are being promoted to Assistant Director or Director level positions in pay grades N24 and above will receive at least a 15% pay increase; and should the promotional rate fall at or below the base pay rate of any direct subordinate of those roles, the new pay rate will move to the closest step in the new pay grade that is above the direct subordinate's pay rate.

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

Section 1. That approval of the revised Employee Promotion Policy being attached hereto and incorporated herein as Exhibit A is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to adopt and implement the attached Policy for and on behalf of the City of Joplin.

Section 3. This Council Bill shall be effective June16, 2026.

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

_____
Brian "Rob" O'Brian III, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2026-611 – 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

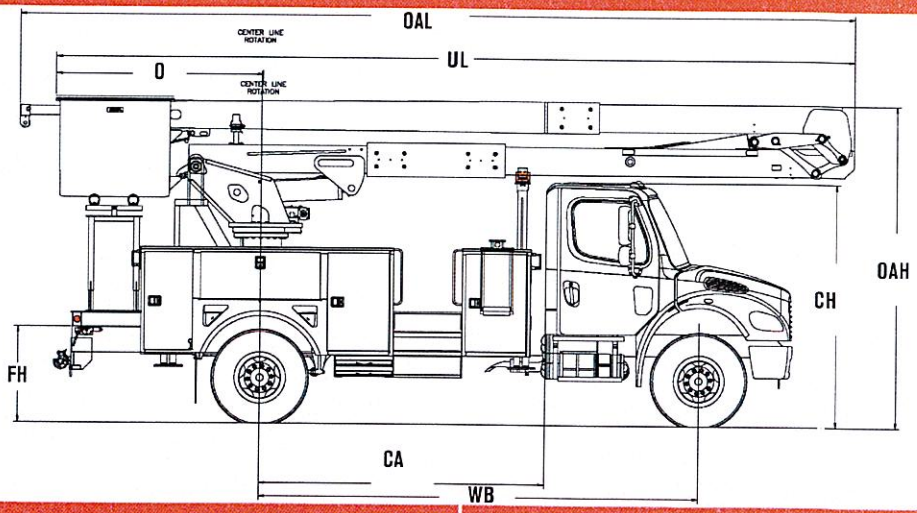
TEREX®

# 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

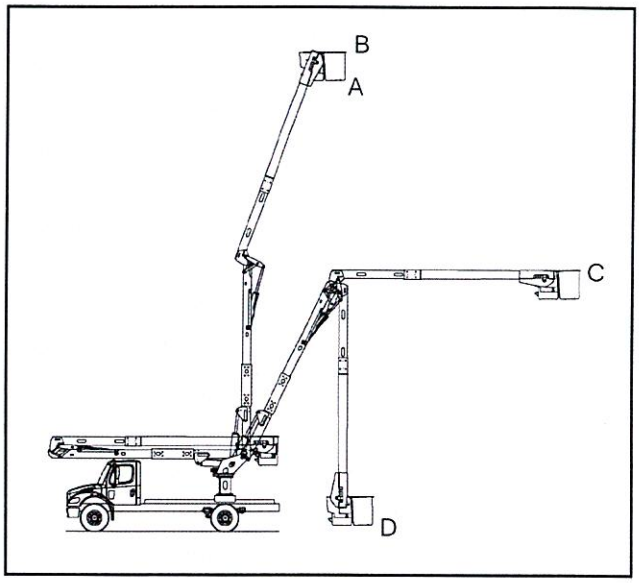

***Distributed By:***

# 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