JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 20, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Joplin Regional Transit Study

      Documents:

      JOPLIN REGIONAL TRANSIT STUDY - CITY COUNCIL PRESENTATION - V2.PDF

   2. Winter Weather Preparedness Snow And Ice Control

      Documents:

      SNOW AND ICE UPDATE 2025.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Amanda Bearden Requested To Speak On Homeless Residents
   2. Chris Stockton Requested To Speak On Residency Requirements
   3. Mary Price Requested To Speak On Transparency & Accountability

4. Frank Thompson Requested To Speak On Direction From The People
5. Joshua Shackles Requested To Speak On Breaking The Cycle Of Homelessness

**7. Public Hearings**

**8. Consent Agenda**

1. Minutes Of The October 6, 2025 City Council Meeting

   Documents:

   OCT. 6 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-143

   AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-143.PDF

3. COUNCIL BILL NO. 2025-144

   AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-144.PDF

4. COUNCIL BILL NO. 2025-276

   AN ORDINANCE providing to vacate Forest Ave from Rolla Street to Quincy Street, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2025-276.PDF

5. COUNCIL BILL NO. 2025-278

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 PD (Heavy Industrial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as the 7603 E 32nd St, Joplin, Jasper County, Missouri.

Documents:

CB2025-278.PDF

6. COUNCIL BILL NO. 2025-280

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street), Jasper County, Missouri.

Documents:

CB2025-280.PDF

7. COUNCIL BILL NO. 2025-281

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Apartment House) property as described below and generally known as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr, Joplin, Jasper County, Missouri.

Documents:

CB2025-281.PDF

8. COUNCIL BILL NO. 2025-282

AN ORDINANCE providing to vacate 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB2025-282.PDF

9. COUNCIL BILL NO. 2025-283

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as 901 N Florida Ave, Joplin, Jasper County, Missouri.

Documents:

CB2025-283.PDF

**10.** COUNCIL BILL NO. 2025-284

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 3rd Addition located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County, Missouri.

Documents:

CB2025-284.PDF

**11.** COUNCIL BILL NO. 2025-401

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to partner in administering activities to complete the Lead Hazard Reduction Demonstration (LHRD) grant # MOLHB0807-24 provided through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes (OLHCHH); authorizing the City Manager to execute same on behalf of the City of Joplin.

Documents:

CB2025-401.PDF

**12.** COUNCIL BILL NO. 2025-402

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2025-402.PDF

**13.** COUNCIL BILL NO. 2025-453

AN ORDINANCE amending Chapter 18, Animals, Article I, Sec. 18-5(c) *Animal neglect and abandonment — Penalties*.

Documents:

CB2025-453.PDF

**14.** COUNCIL BILL NO. 2025-454

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running

through September 30, 2026, for the amount of up to Thirty Five Thousand, Eight Hundred Forty One Dollars and Ninety Cents ($35,841.90), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2025-454.PDF

15. COUNCIL BILLNO. 2025-535

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land; 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:

CB2025-535.PDF

16. COUNCIL BILL NO. 2025-536

AN ORDINANCE approving an Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-536.PDF

**9. Resolutions**

**10. Ordinances - Emergency**

1. COUNCIL BILL NO. 2025-455

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2025-455-COUNCIL BILL.PDF
CB2025-455-SUMMARY SHEET.PDF

2. COUNCIL BILL NO. 2025-456

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City

Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2025-456-SUMMARY SHEET.PDF
CB2025-456-COUNCIL BILL.PDF
CB2025-456- SUPPLEMENTAL ITEM CONTRACT.PDF

**3.** COUNCIL BILL NO. 2025-537

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

Documents:

CB 2025-537 SUMMARY BUDGET AMENDMENT FY 2025.PDF
CB 2025-537 BUDGET AMENDMENT ORDINANCE FY2025.PDF
CB 2025-537 SCHEDULE A BUDGET AMENDMENT FY2025.PDF

**4.** COUNCIL BILL NO. 2025-538

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2025 to October 31, 2026, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2025-538 SUMMARY BUDGET ADOPTION FY2026 EXCLUDING FIRE DEPARTMENT BUDGET.PDF
CB 2025-538 BUDGET ADOPTION ORDINANCE EXCLUDING FIRE DEPARTMENT.PDF
CB 2025-538 PROPOSED TO FINAL BUDGET RECONCILIATION.PDF
CB 2025-538 BUDGET SUMMARY FY 2026.PDF
CB 2025-538 SUMMARY OF GOVERNMENTAL FUNDS FY 2026.PDF
CB 2025-538 SUMMARY OF PROPRIETARY FUNDS FY 2026.PDF

**5.** COUNCIL BILL NO. 2025-539

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2025 to October 31, 2026, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2025-539 SUMMARY BUDGET ADOPTION FY2026 FIRE DEPARTMENT BUDGET.PDF
CB 2025-539 BUDGET ADOPTION ORDINANCE FIRE DEPARTMENT BUDGET.PDF
CB 2025-539 PROPOSED TO FINAL BUDGET RECONCILIATION.PDF
CB 2025-539 BUDGET SUMMARY FY 2026.PDF
CB 2025-539 SUMMARY OF GOVERNMENTAL FUNDS FY 2026.PDF

CB 2025-539 SUMMARY OF PROPRIETARY FUNDS FY 2026.PDF

6. COUNCIL BILL NO. 2025-540

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2025-2026; adopting a new step pay plan by reference Police Salary Administration Plan establishing the annual salary of certain police positions; adopting a new step pay plan by reference Fire Salary Administration Plan establishing the annual salary of certain fire positions; and, containing an emergency clause.

Documents:

CB 2025-540 SUMMARY NEW SALARY ADMINISTRATION PLANS EFFECTIVE NOVEMBER 1 2025.PDF
CB 2025-540 ORDINANCE ADOPTING NEW STEP PAY PLANS AND WAGE ADJUSTMENTS.PDF
CB 2025-540 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE NOVEMBER 1 2025.PDF
CB 2025-540 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE NOVEMBER 1 2025.PDF
CB 2025-540 EXHIBIT C SALARY ADMINISTRATION PLAN FOR POLICE CB UNIT EFFECTIVE NOVEMBER 1 2025.PDF
CB 2025-540 EXHIBIT D SALARY ADMINISTRATION PLAN FOR FIRE CB UNIT EFFECTIVE NOVEMBER 1 2025.PDF

## 11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-012

AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82 – Offenses and Miscellaneous Provisions, Article V. - Offenses Against Health and Safety, by enacting a new section prohibiting the displacement of transient individuals; and establishing a time for this ordinance to become effective.

Documents:

CB2025-012 SUMMART SHEET.PDF
CB2025-012 - DISPLACEMENT OF TRANSIENT INDIVIDUALS PROHIBITED.PDF

2. COUNCIL BILL NO. 2025-279

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:

279SUMMARY.PDF
030-25REPORT.PDF
279MINUTES.PDF
CB2025-279 (REVISED).PDF

3. COUNCIL BILL NO. 2025-286

AN ORDINANCE approving a Purchase Order to be issued to Corwin Ford-Republic to cover the cost of three (3) 2025 Ford Ranger 4X4 Crew Cabs for a total of One Hundred Thirteen Thousand, One Hundred and Sixty-Eight Dollars and Eighty-Eight cents ($113,168.88) within the approved City of Joplin Fiscal Year 2024-25 budget with an effective date of November 4, 2025.

Documents:

CB2025-286 SUMMARY SHEET.PDF
CB2025-286 COUNCIL BILL.PDF
ORDER FORM 2025 FORD RANGERS.PDF

4. COUNCIL BILL NO. 2025-541

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions effective January 1, 2026; adopting a new step pay plan by reference the Fire Salary Administration Plan establishing the annual salary of certain fire positions effective January 1, 2026; and, setting a date when this Ordinance shall become effective.

Documents:

CB 2025-541 SUMMARY UPDATED SALARY ADMINISTRATION PLANS FOR GENERAL FIRE AND PT EFFECTIVE JAN 1 2026 MIN WAGE LAW.PDF
CB 2025-541 ORDINANCE ADOPTING PAY PLAN MINIMUM WAGE LAW GENERAL FIRE AND PT.PDF
CB 2025-541 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE JANUARY 1 2026.PDF
CB 2025-541 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE JANUARY 1 2026.PDF
CB 2025-541 EXHIBIT D SALARY ADMINISTRATION PLAN FOR FIRE CB UNIT EFFECTIVE JAN 1 2026.PDF

5. COUNCIL BILL NO. 2025-619

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Family YMCA, for sponsorship rights on the premises of the Tin Cup Trail; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri.

Documents:

SUMMARY OF MOU CITY OF JOPLIN AND JOPLIN FAMILY YMCA.PDF
MOU AND AGREEMENT WITH YMCA_.PDF
TRAIL WAYFINDING WITH SPONSORSHIP LOGO DESIGN.PDF
TIN CUP TRAIL.PDF

TIN_CUP_TRAIL.PDF
COUNCIL BILL NO. 2025-619 MOU AGREEMENT CITY OF JOPLIN AND JOPLIN FAMILY YMCA.PDF

6. COUNCIL BILL NO. 2025-620

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of One Million Six-Hundred Ninety-Eight Thousand One Hundred Dollars ($1,698,100) for Park Security Lighting Installation, authorizing the City Manager to execute said Contract 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 2025-145 on October 20, 2025.

Documents:

SUMMARY FOR COUNCIL BILL 2025-620 PARK SECURITY LIGHTING INSTALLATION.PDF
2025-RFP 22 PARK LIGHTING INSTALLATION.PDF
JOPLIN INDUSTRIAL ELECTRIC PARK SECURITY LIGHTING INSTALLATION BID.PDF
JOPLIN INDUSTRIAL ELECTRIC AGREEMENT CONTRACT FOR PARK SECURITY LIGHTING INSTALLATION-EXHIBIT B.PDF
COUNCIL BILL NO. 2025-620 PARK SECURITY LIGHTING INSTALLATION.PDF

**12. Ordinances - Second Reading And Third Reading**

1. COUNCIL BILL NO. 2025-142

AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-142.PDF

**13. Unfinished Business**

**14. New Business**

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

**Notice posted at 12 p.m. on this the 16th day of October, 2025. (RSMo 610.020)**

610.020)

# Joplin Regional Transit Study

Joplin City Council Presentation | October 20, 2025

JOPLIN MISSOURI

TransPro
Driving Excellence

# Agenda

- Project Background & Overview
- Existing Conditions
- Public Engagement
- Initial Recommendations
  - Governance
  - Revenue
  - Service
- Next Steps and Questions

# Project Background

- In 2023, the City of Joplin was awarded the FTA's Areas of Persistent Poverty (AoPP) grant to study feasible options that will promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty.
- The City released an RFP and the consulting team of TransPro, TranSystems (now GFT), and Lathrop GPM were selected in late 2024.
- The TransPro team leveraged the Joplin Transit System Analysis report from February 2020, which provided short recommendations for transit service in the City of Joplin and into neighboring communities.



# Project Schedule

1. Define Project Success for Partners & Assess Current Conditions – *Complete*
2. Community Engagement and Information Gathering – *Ongoing*
3. Feasibility Assessment (Governance Structure, Service Delivery Model, Service Plan, and Funding Levels) – *Complete*
4. Revenue Sources and Recommendations – *Drafted*
5. Implementation Plan – *In Progress*

| | Jan | Feb | Mar | Apr | May | Jun | July | Aug | Sept | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 1: Assess & Define** | | | | | | | | | | | | |
| **Task 2: Public Engagement** | | | | ★ | | | ★ | | | | ★ | |
| **Task 3: Feasibility Assessment** | | | | | | | | | | | | |
| **Task 4: Revenue Recommendations** | | | | | | | | | | | | |
| **Task 5: Implementation Plan** | | | | | | | | | | | | |

★ *Engagement Events*

# Success Definition

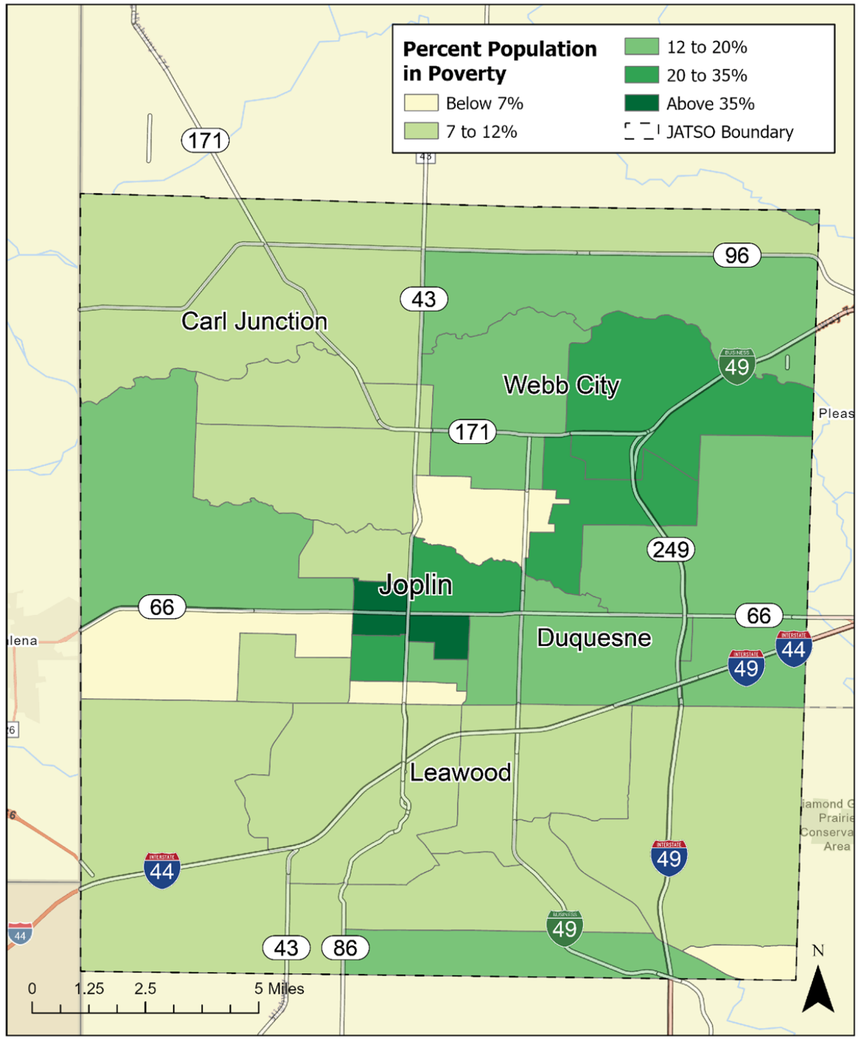



The Joplin area will have a regionally governed and operated transit system that is *operationally sustainable, connects people to destinations, and promotes economic development.*

# Existing Conditions and Public Engagement

# Existing Conditions

- **There is need for public transportation in the Joplin region.** The Joplin region has more low-income households and people with disabilities on average compared to Missouri as a whole.
- **An operator shortage caused by low driver pay contributed to the suspension of trolley service in 2022 and threatens operational sustainability.** Operators make less compared to other transportation programs in the region, such as school districts.
- **Limited service inhibits access to jobs and other destinations, especially outside of the city of Joplin.** The existing system consists of three fixed trolley routes that come every hour, with all services operating only on weekdays. MAPS trips outside Joplin are subsidized by the city and partner communities contribute per rider.



# Engagement Activities

- Third Thursday (Regional)
- Staff Interviews (City)
- Online Project Survey (Regional)
- Community Phone Survey (Regional)
- Steering Committee (Regional)

**City News**

Posted on: June 20, 2025

## City launches Transit Study to explore future public transportation

The successful relaunch of the Trolley in February was a major step forward for public transportation in Joplin. Having been idled for two years due to staffing and resource challenges, the program is back up and running better than ever.




**Now, the City wants your input. A short public survey is available to help shape the future of transit in the Joplin region. We encourage all citizens to take a few minutes to share their needs and ideas—your voice matters!**



# Findings of the Online Project Survey

- Non-statistically significant survey of community members distributed during Third Thursdays and via the city of Joplin's newsletter and social media channels
- 241 responses as of July 23

82% of respondents agree with the statement: **"Our metro needs a regional transit system that connects people with destinations in communities outside of Joplin."**

**CHALLENGES IN MAKING TRANSIT BETTER**



- *Frequency & reliability*
- *Too expensive to operate*
- *Serve the entire region*

**KEY DESTINATIONS TO SERVE WITH TRANSIT**



- *Education*
- *Recreation*
- *Industrial parks*
- *Nearby communities (Carl Junction, Webb City, Oronogo, Alba, Seneca, Neosho, Diamond, Duquesne, Carthage)*

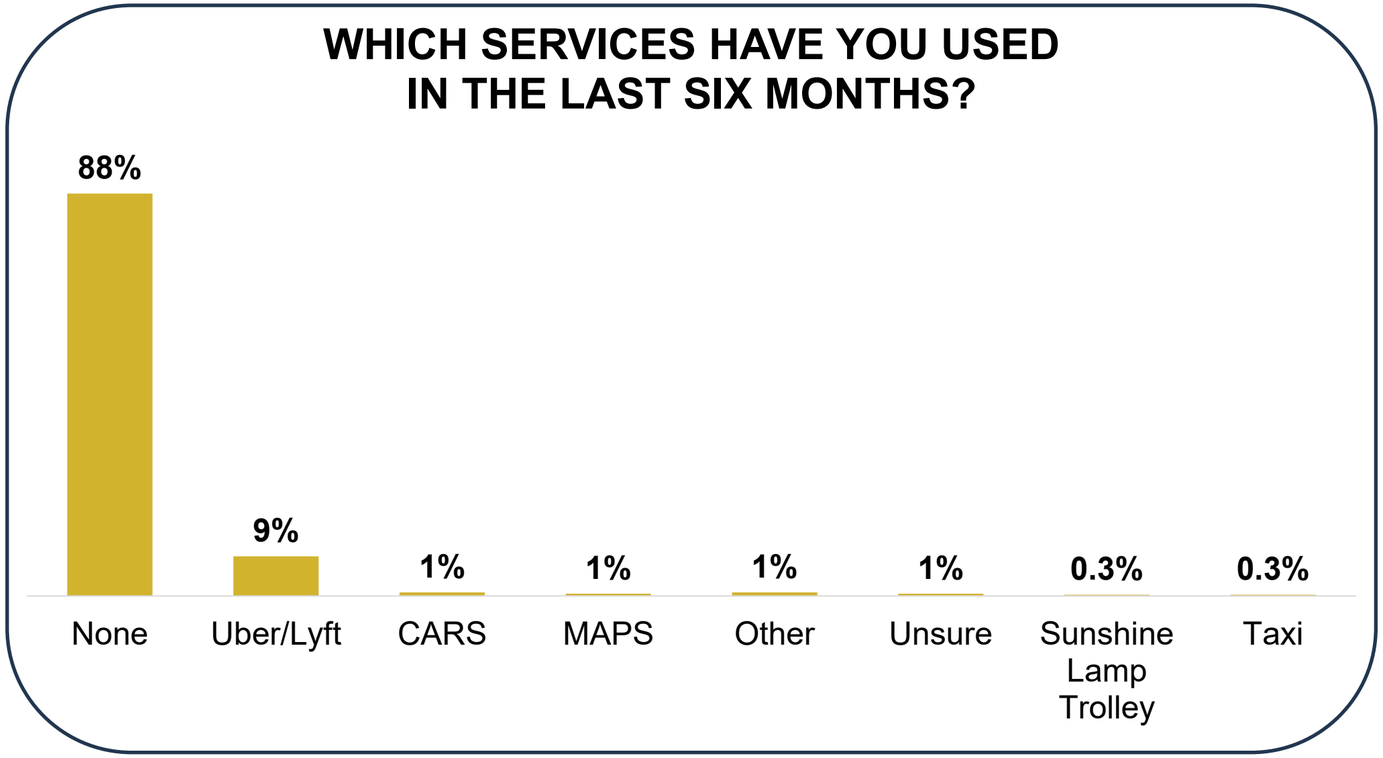
**PRIORITIES FOR A NEW TRANSIT SYSTEM**

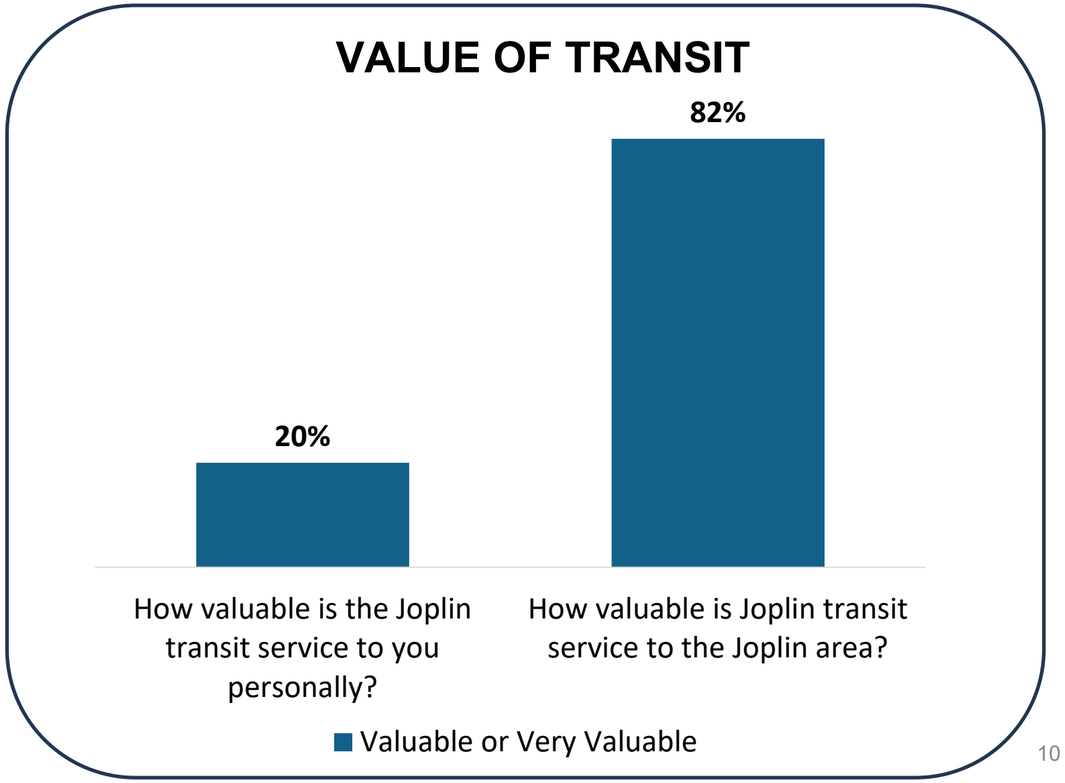


1. *Operationally sustainable*
2. *Access to destinations throughout the metro*
3. *Promotes economic development*

# Findings of the Community Phone Survey

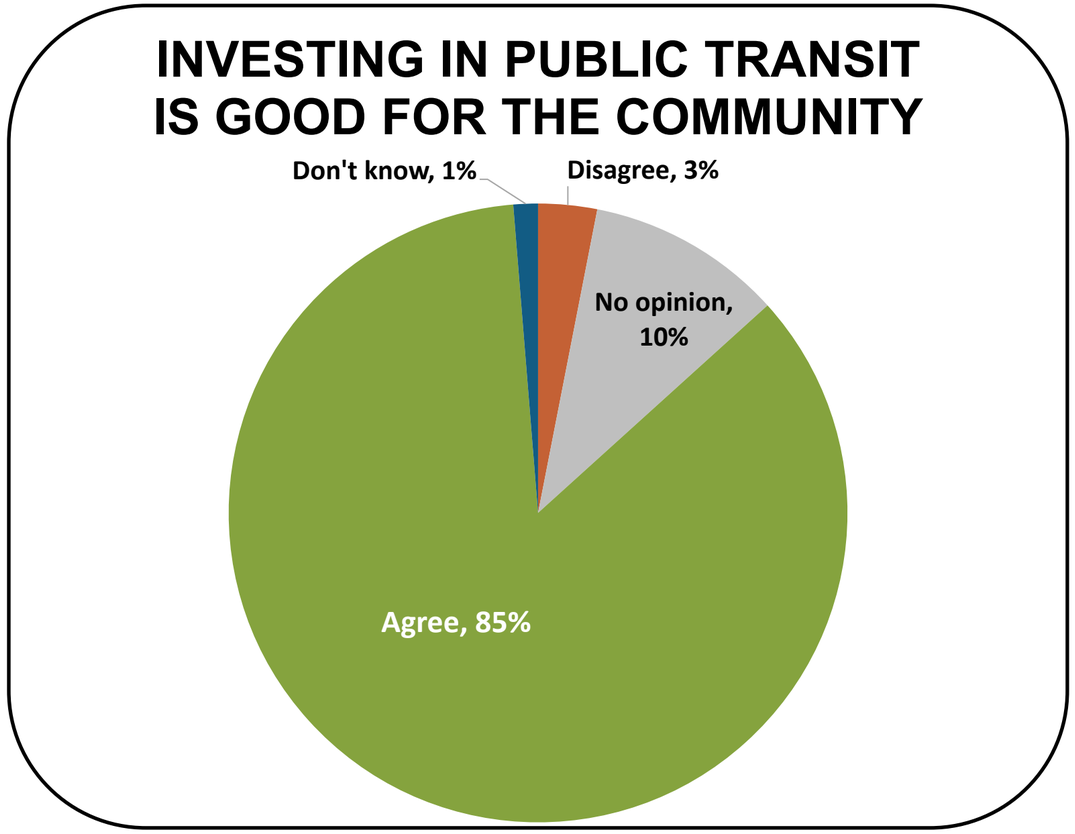
- Survey represents a statistically significant sample of Jasper and Newton County residents.
- A total of 391 responded to the survey, with 265 in Jasper County and 126 in Newton County.
- Survey was conducted by phone from May 27 – June 2, 2025.
- Only 12% have used shared or public transit services in the past 6 months.
- However… **82% believe transit service is valuable to the Joplin area.**



# Findings of Community Phone Survey

- **85% agree that investing in public transit is good for the community.**
- Access and providing transportation for people with special mobility needs and low incomes are most important to the community.




## MOST IMPORTANT THINGS FOR TRANSIT TO ACHIEVE

1. *Connecting people to the places they need or want to go*
2. *Providing transportation for people with special mobility needs*
3. *Enhancing mobility for low-income individuals*
4. *Offering an affordable transportation alternative*
5. *Creating job opportunities*

# Steering Committee

The study team convened a Steering Committee made up of elected officials and administrators from the region chosen by the City of Joplin. Jasper and Newton County representatives were added to the 2nd meeting.

## Defining Success (Meeting 1 – March 24, 2025)

- Introduced the study scope and schedule
- Described existing transit service
- Collaboratively on the study's success definition
- Previewed governance options

## Testing Recommendations (Meeting 2 – August 4, 2025)

- Presented public engagement results
- Discussed governance and funding options in more detail
- The Committee agreed with two initial recommendations: Using the TDD governance model with a sales tax. A 1% sales tax (the maximum allowed for a TDD) was deemed to be a difficult sell, so the group agreed to advance ½-cent and ¼-cent options for further analysis.

## Final Recommendations (Meeting 3 – October 2025)

- A final steering committee meeting is tentatively planned for October 2025 to review the final study recommendations contained

**Invitees**
Carl Francis, Webb City Administrator
Mike Landis, Jasper County Commissioner
Billy Bowers, Leawood Chairman
Bill Sherman, Duquesne Mayor
Traci Cox, Carthage City Administrator
Steve Lawver, Carl Junction City Administrator
Sue Hirshey, Airport Drive Clerk
Claren Holmes, Airport Drive Trustee
Nick Edwards, Joplin City Manager
Keenan Cortez, Joplin Mayor
Jonathon Cook, Carterville Administrator
Charles Wilkins, Oronogo Mayor
Russel Olds, Duenweg Mayor
Jed Schlegel, Saginaw Village Chairman
Daniel Swem, Newton County Commissioner

**Participants**
**Workshop 1:** Nick Edwards, Carl Francis, Claren Holmes
**Workshop 2:** Ned Edwards, Carl Francis, Bill Sherman, Traci Cox, Billy Bowers

**Phone Conversations**
Bill Sherman, Steve Lawver, Denis Desmond

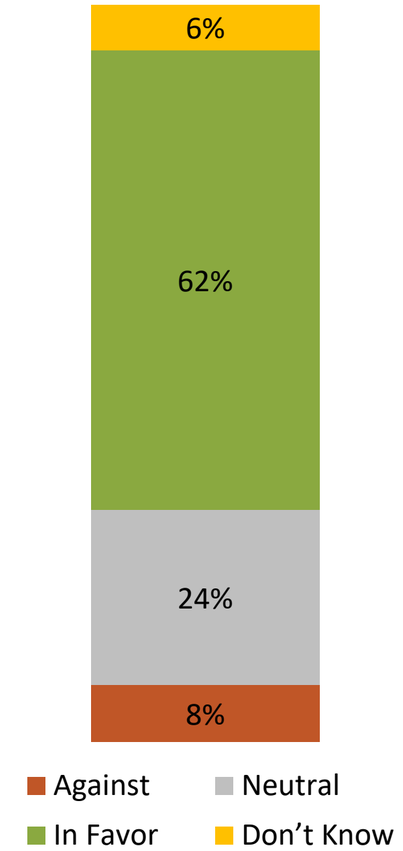
# Initial Recommendations

# Governance

**62% of community survey respondents are supportive of a new public transit organization.**

1. **Transportation Development District (TDD) – *most flexible, most control***
   a. Key decisions include any contiguous boundary (can span cities, counties), revenue mix, project scope, and owning entity–these all inform other decisions we make on the project.
   b. Revenue options include a sales tax (1/8th - 1%), property tax at a maximum rate of ten cents on the hundred dollars assessed valuation, special assessments, and fees associated with the use of the project.
2. **County Transportation Authority (CTA) – *less flexible, control split between counties***
   a. Newton County is ineligible to form a CTA, so service to Newton County would require separate agreements and taxing authority.
   b. Sales tax (up to 1%) is the only funding source option.
3. **Transportation Corporation (TC) – *least flexible, most restrictive***
   a. TCs are subject to approval and control of the MHTC.
   b. No dedicated sales or property tax options, which would require separate authorization.

How supportive would you be of a new public transit organization that could provide transit service to more communities in Jasper and Newton counties?

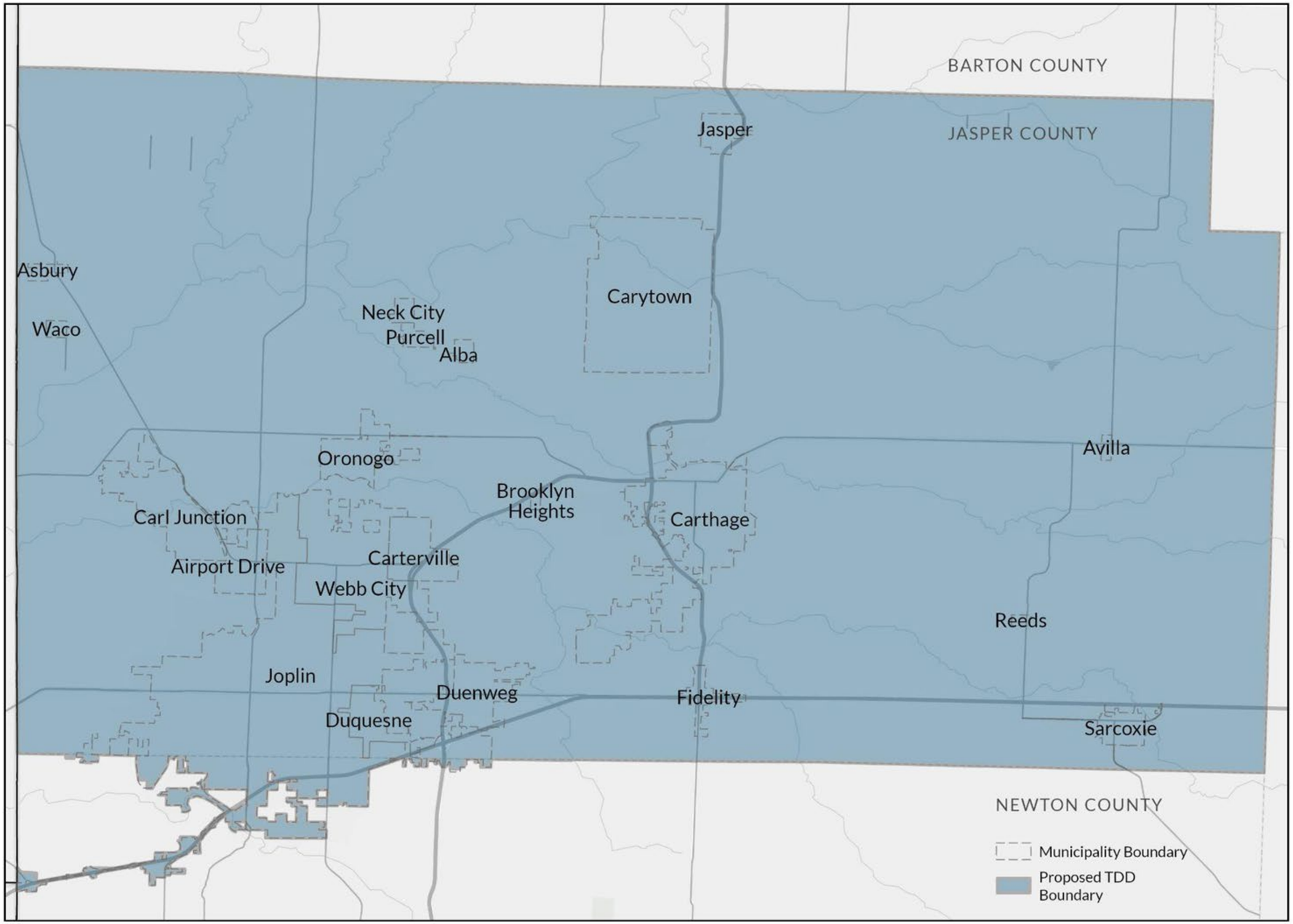


# Governance

## Recommendation: Transportation Development District (TDD) + Nonprofit Owner/Operator

- Owner, Operator, & Sponsor: Nonprofit
- Revenue: TDD Sales Tax
- Boundary: City of Joplin + Jasper County

| Legislative Steps | Council Action Recommended |
|---|---|
| Create Nonprofit | Authorize staff to create a nonprofit to accept the existing transit program's assets and staff and to populate the nonprofit Board of Directors. |
| Shared Services Agreement | Authorize a shared services agreement with the new nonprofit to provide City support for human resources, benefits, facilities, budgeting, and legal support ("Joplin Library Model"). |
| Form TDD | Enter into agreement with Jasper County to form the Southwest Missouri Transportation Development District, authorize legal representation for the process, appoint TDD Directors, and subsequent formation election date. |
| Transfer FTA Status | Authorize staff to transfer "designated recipient" status to the new nonprofit so the new organization can receive and sub-allocate federal transit formula funds for the region. |
| Determine TST Contributions | Determine the amount and timing of contributions from the existing Transportation Sales Tax until TDD sales tax revenue is received. |


BARTON COUNTY
JASPER COUNTY
Jasper
Asbury
Waco
Neck City
Purcell
Alba
Carytown
Oronogo
Avilla
Brooklyn
Heights
Carl Junction
Carthage
Airport Drive
Carterville
Webb City
Reeds
Joplin
Duenweg
Fidelity
Duquesne
Sarcoxie
NEWTON COUNTY
Municipality Boundary
Proposed TDD
Boundary
N
0
2.5
5
10 Miles

# Revenue

## JOPLIN TRANSIT REVENUE TODAY

2024 transit budget* was $2,581,000. Service is funded through a combination of:

- Federal and state grants
- Customer fares
- A portion of the city's .5% transportation sales tax (which also funds street maintenance, street cleaning, traffic control, and signal maintenance)

**Existing revenue model limits the program's ability to improve service, increase staff salaries, apply for additional grants, and address infrastructure needs.*

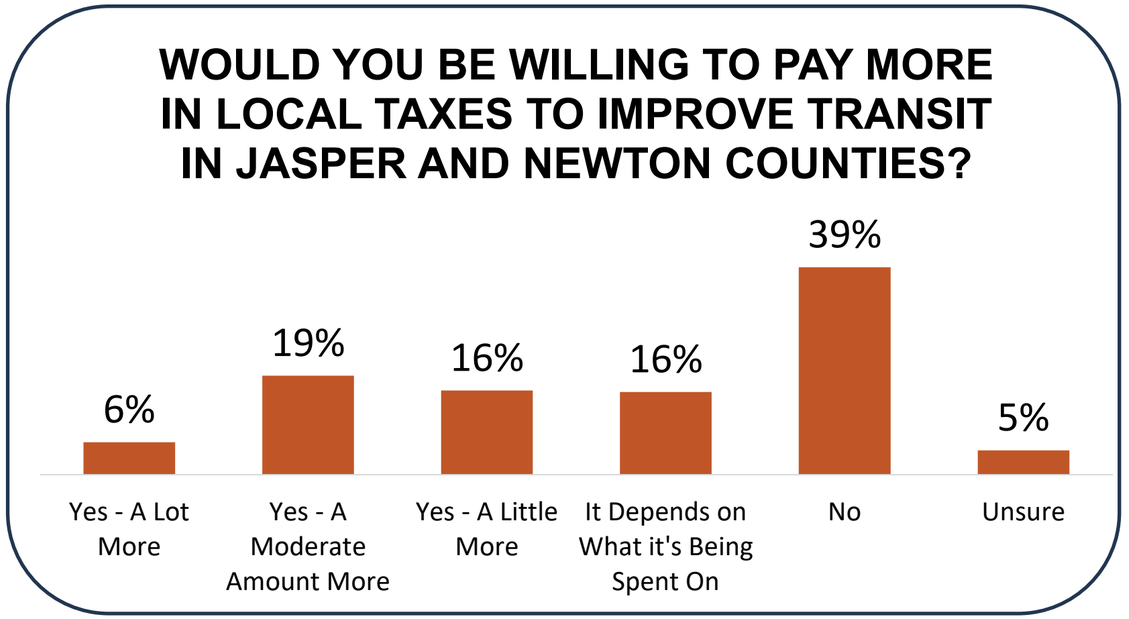
## GOVERNANCE REVENUE OPTIONS

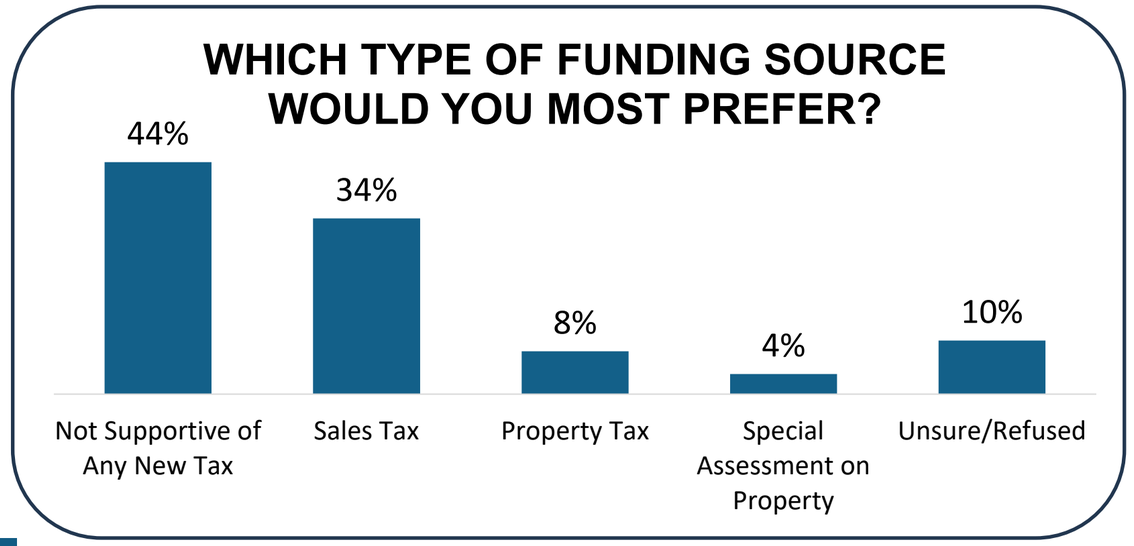
- Sales tax (1/8th - 1%)
- Property tax (up to ten cents on each $100 of assessed valuation)
- Special assessments (flexible, but should be tied to the amenity)
- Customer fares
- Federal and state grants**

***As the amount of local funding grows, Joplin can tap into additional federal funds for operations. State grants should be expected to remain flat or decline.*

# Revenue

- 57% of community survey respondents would be willing to ***pay more in local taxes*** to support transit.
- Community survey results indicate ***very limited support for property tax or special assessments.***
- Respondents indicate some measures would be needed to ensure money is spent properly, including:
  - Performance measures and public reporting of spending (34%),
  - Sunset or expiration date (15%),
  - List or map of specific projects to be funded (8%), and
  - Directly electing a board of directors (8%).



# Potential Revenue Estimates

*TDD Sales Tax Revenue Estimates*

| Sales Tax Rate | Operating Revenue | Capital Revenue (10%) | Total (City of Joplin + Jasper County) |
|---|---|---|---|
| 0.125% | $2,949,000 | $328,000 | $3,277,000 |
| 0.25% | $5,898,000 | $655,000 | $6,553,000 |
| 0.50% | $11,797,000 | $1,311,000 | $13,108,000 |
| 0.75% | $17,695,000 | $1,966,000 | $19,661,000 |

Disclaimer: Revenue estimates are for high-level planning purposes only. Additional analysis will be conducted when the governance model is confirmed.

**In addition to sales tax revenue, we estimate some level of continued federal operating assistance beyond what the City of Joplin uses today.**

Assumptions:

- 2024 is the base year
- 2027 is first year of revenue generation
- 0% annual increase in total taxable sales
- Annual increase assumptions based on historical data

*Source: Missouri Department of Revenue*

# Potential Revenue Estimates

**Recommendation: 0.5% Sales Tax**

- Property tax and special assessment are unpopular and not politically viable, per the project's Steering Committee.
- Steering Committee feedback indicates that 1% sales tax is also not politically viable.
- 0.5% sales tax would allow for expansion beyond the City of Joplin and significantly improve service through increased frequency and Saturday service.
- 10% capital set aside is recommended to expand fleet and ensure reliability and "state of good repair."

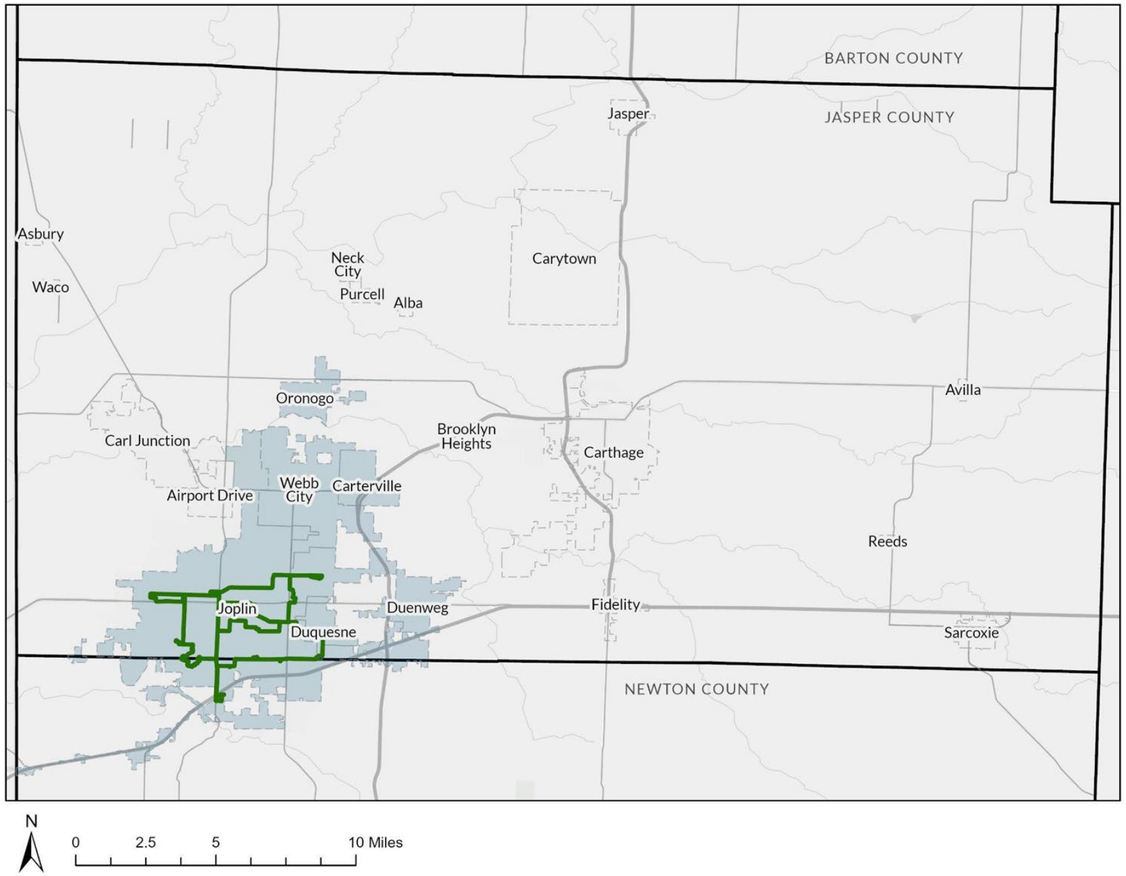

BLUE ROW
SUNSHINE LAMP TROLLEY

# Service Recommendations

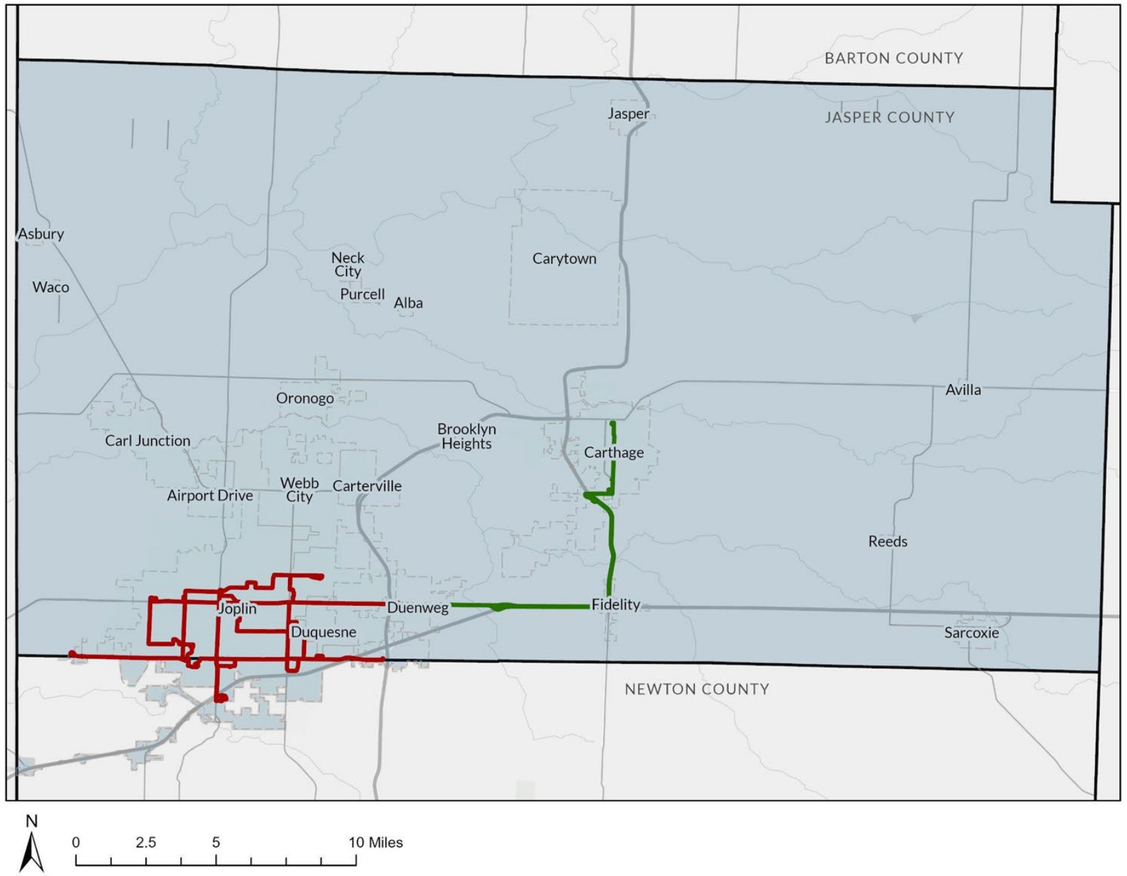
| Service Type | Existing Service | Recommended Future Service (.50% Sales Tax Rate) |
|---|---|---|
| Fixed Route (Trolley) | • Three one-directional loops within Joplin city limits<br>• 60-minute frequency<br>• Weekdays only, 6AM to 6PM<br>• $2 fare per trip ($1 for seniors, disabled, military, Medicare) | • Seven bi-directional routes on key corridors to serve the most population and jobs, including communities outside of Joplin (Duenweg, Duquesne, Carthage)<br>• 30 to 60-minute frequency, 6AM to 6PM<br>• Weekdays + Saturdays, 6AM to 6PM<br>• $2 fare per trip ($1 for seniors, disabled, military, Medicare) |
| Demand Response (MAPS, Paratransit) | • Serves Joplin, Webb City, Oronogo, Carterville, Duquesne, and Duenweg only by request<br>• Weekdays only, 6:30AM to 5PM<br>• $4 fare per trip ($2 for seniors, disabled, military, Medicare; $1 for teens) | • County-wide MAPS service<br>• $4 fare per trip ($2 for seniors, disabled, military, Medicare; $1 for teens)<br>• ADA paratransit that would serve ADA trips within ¾-mile from the revised trolley routes above ($1 per trip for those who qualify)<br>• Weekdays + Saturdays, 6AM to 6PM |

# Service

## Current




## Recommended



# Service Considerations

**Fixed Route (Trolley):**

- Tradeoffs between **coverage** and **frequency** within a fixed operating budget
- Serving more locations in the region with a trolley route will require cutting frequency in the core where people are more likely to use transit
- Increasing the sales tax rate is also an option to add trolley coverage, but could run into political challenges based on Steering Committee feedback

# Proposed Next Steps

| Activity | Target Date | Engagement Level |
|---|---|---|
| Steering Committee #3 | October 2025 | Steering Committee confirm final recommendations |
| Joplin City Council Presentation | October 20 | Looking for guidance and next steps confirmation |
| Elected Official Outreach | October – November 2025 | Regional elected officials confirm final recommendations<br>• Lynn Ragsdale, Webb City Mayor<br>• Bren Flanigan, Carthage Mayor<br>• Alan Griffin, Carterville Mayor<br>• Mike Moss, Carl Junction Mayor<br>• Daniel Swem, Carl Junction City Administrator<br>• Charles Wilkins, Oronogo Mayor<br>• Terry Myers, Airport Drive Chairman<br>• Russel Olds, Duenweg Mayor |
| Implementation Plan | December 2025 | City staff confirm implementation recommendations based on final recommendations |
| Study Completion | December 2025 | Project team submits final plans and staff begins implementation |



# Questions?



# Winter Weather Preparedness
# Snow and Ice Control

City Council Presentation

COJ Team | October 20th, 2025

https://www.joplinmo.org/1202/Snow-Ice-Removal-Program

# Overview



The Public Works Infrastructure Maintenance Division performs snow and ice control on all bridges, arterial (primary) streets and collector (secondary) streets.

Infrastructure Maintenance Division leaders annually attend the American Public Works Association (APWA) Snow Conference for insight and training in modern snow and ice control methods.

The goal of the snow and ice control program (treating and plowing) is to provide adequate mobility and safety for citizens and emergency services.

In addition to bridges and streets, the Infrastructure Maintenance Division treats and clears trolley stops, sidewalks adjacent to city owned facilities, trouble areas (historically slick steep grades and intersections), and public parking lots.

Event preparation begins when extended forecasts predict the possibility of winter weather for the area. As the weather system approaches, staff monitors the National Weather Service Hazardous Weather Outlook, short-range forecasts from local media outlets and consults Emergency Management.  When winter weather is imminent, crews are staged for the Winter Weather event.

# Winter Weather Preparedness




Materials inventory and purchase

Equipment preparation and route readiness

Event priorities

# Materials

Materials used for snow and ice control are purchased in bulk during the off-season taking advantage of lower pricing.

Quantities purchased are based on current inventory and historic usage data.

- Road Salt
- Beet Juice









# Equipment Preparation and Routes





**Pre-Season Preparations (Late October to Early November)**

- New operators trained on plow functions and routes
- Snow boxes are inspected to ensure that they are functional
- Snowplow blades are inspected to ensure that they are operation ready
- Safety lights on trucks and snow boxes are inspected to ensure that they are in proper working order

**Pre-Event Preparations (24-48 hours prior to forecasted event)**

- Mix Brine - solution of salt and water mixed to 23.3% salinity
- Dry run routes with operators
- Check routes for any possible obstacles or obstructions. (utility cuts, work zones, etc.)
- Final pre-event equipment inspection

# Snow and Ice Control Priorities During Event



- Bridges
- Streets
- Trolley Stops
- Sidewalks adjacent to city owned facilities
- Trouble Areas
- Medical Centers/Schools – Arterial and collector streets adjacent to these facilities are included on established snow routes. Areas around medical centers are treated and plowed by medical center staff. Streets adjacent to schools are treated and plowed after higher priority areas are cleared.
- Public parking lots and city facilities

# Bridges





- Bridges are prone to ice formation when air temperature is slightly below freezing
- Bridges are monitored and treated with a salt/brine combination prior to freezing temperatures.
- Bridges are treated periodically throughout the duration of a winter weather event.
- Crews monitor and treat a total of 7 bridges.

# Streets

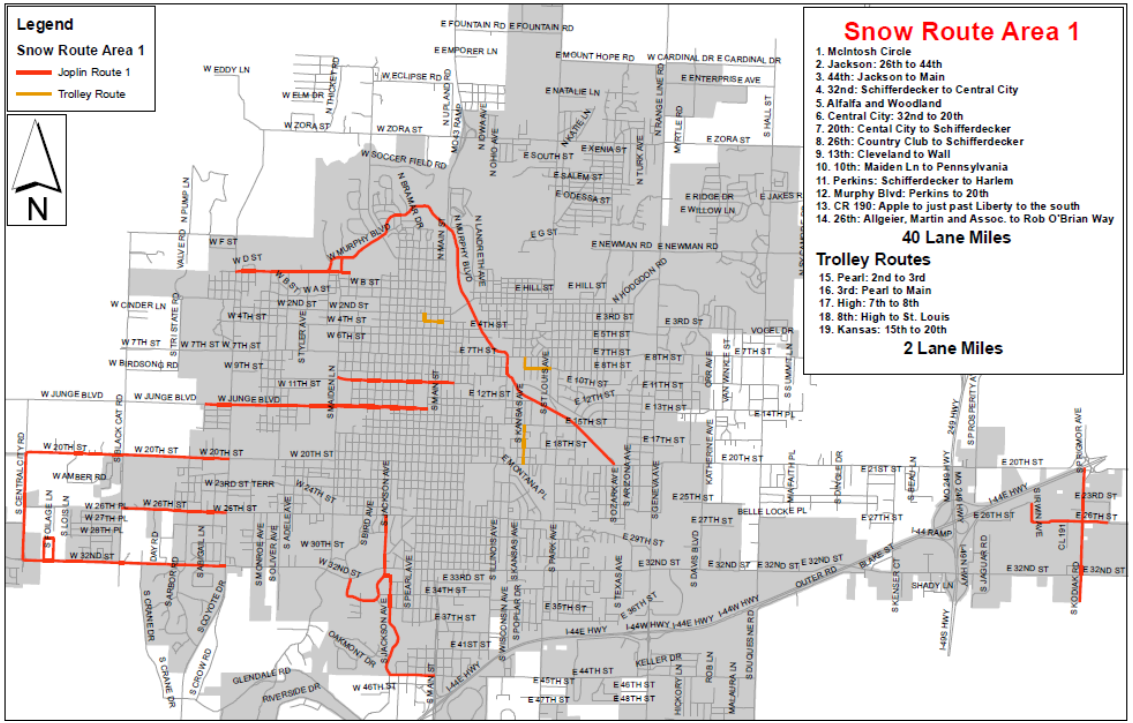




- Only arterial and collector streets are treated and plowed.
- Residential streets are not treated or plowed
- Streets are treated with a combination of salt and brine before and during plowing.
- Trucks are used in tandem during plowing operations.
- Four (4) fixed routes consisting of 255 total lane miles. Routes are run simultaneously.
- Each route takes approximately 4 hours to complete. When a route is finished it is restarted if necessary.

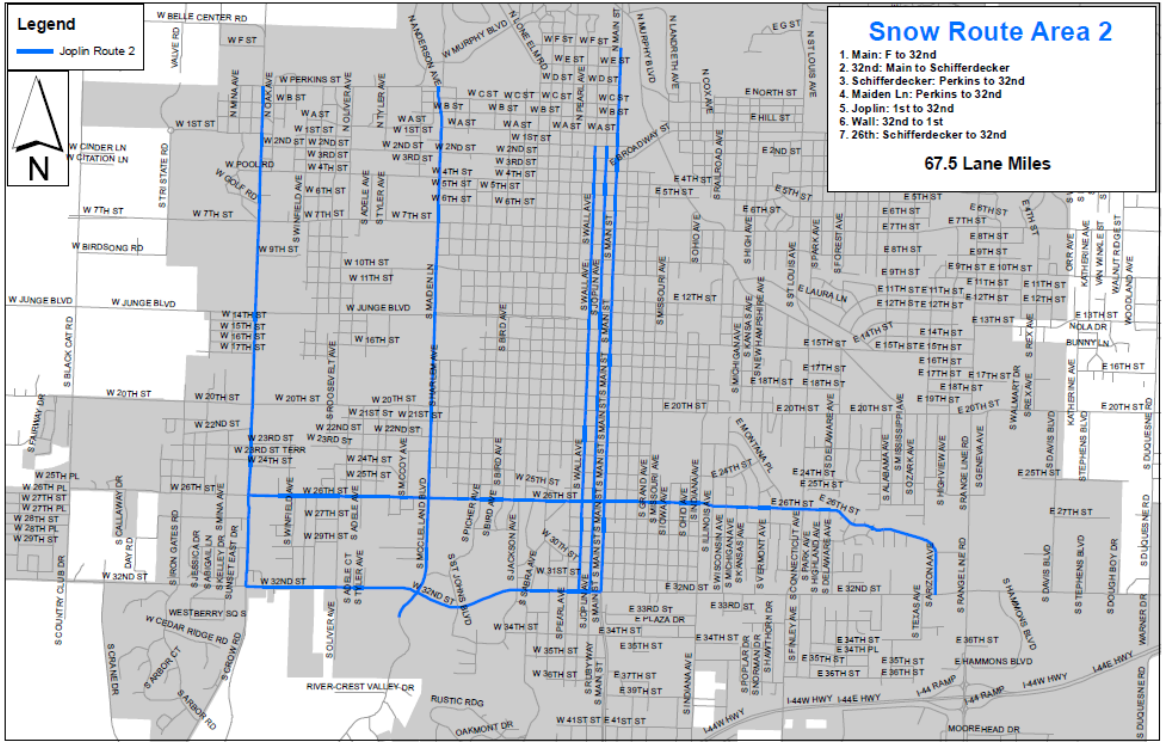
# Snow Route Maps

## *Area 1*



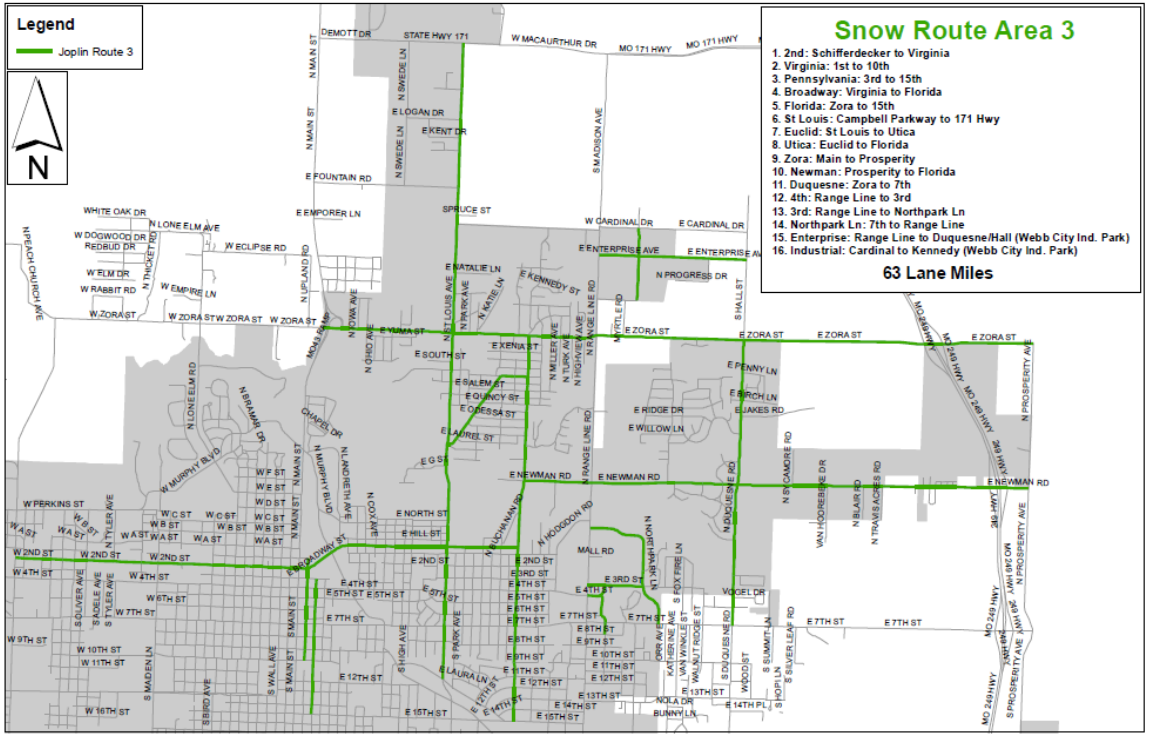
# Snow Route Maps

## *Area 2*



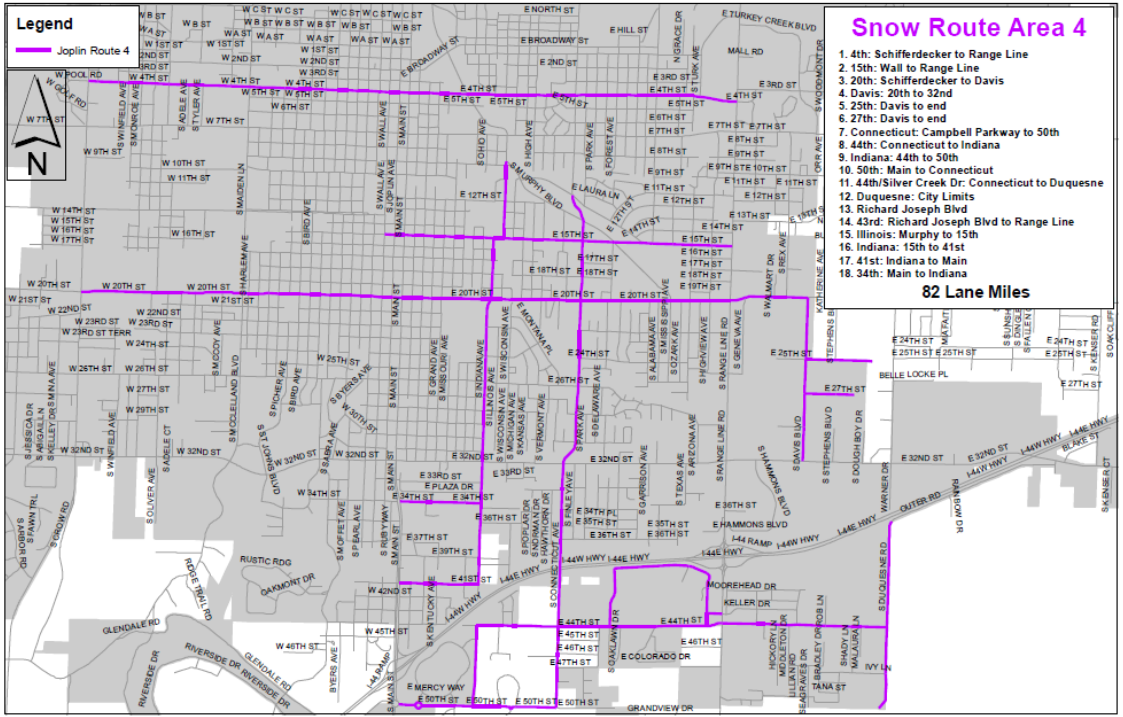
# Snow Route Maps

*Area 3*



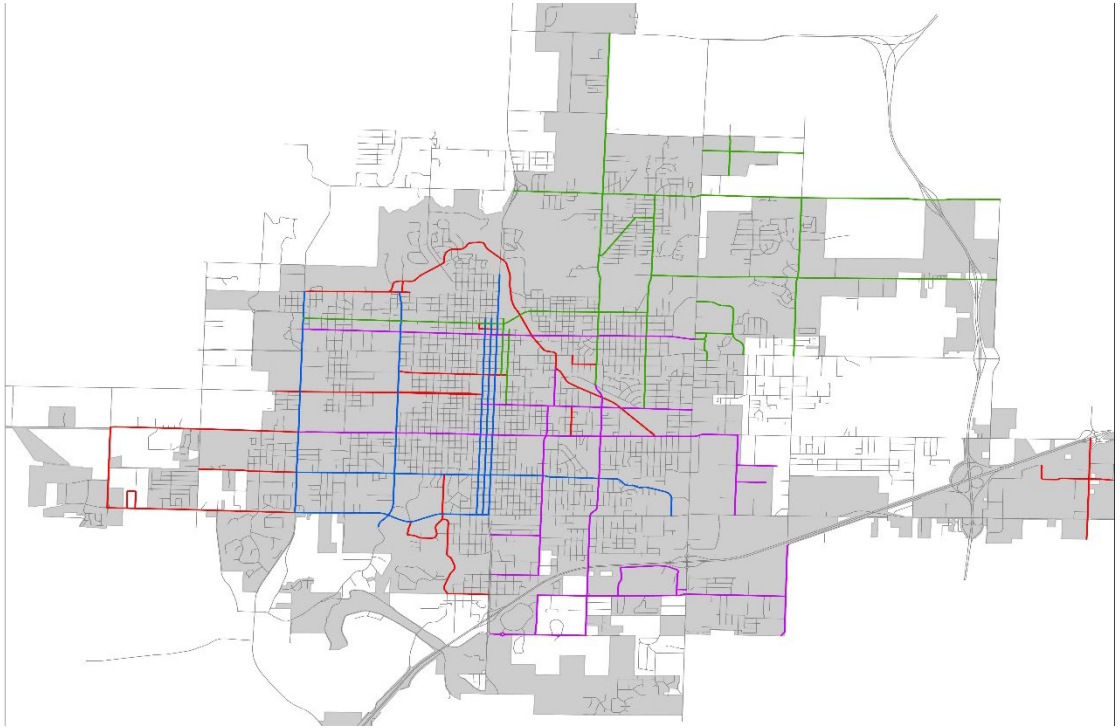
# Snow Route Maps

## *Area 4*



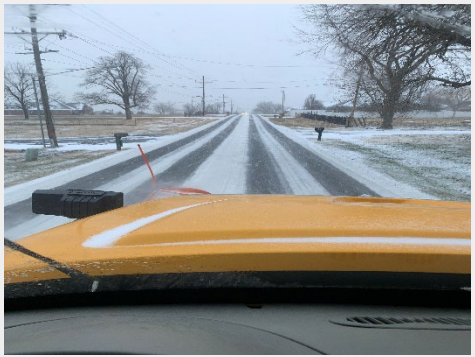
# Snow Route Maps

*Areas 1-4 Combined*



# Anti-Ice Pretreatment





- Anti-Ice can be applied to dry road and bridge surfaces up to 12 hours prior to a winter weather event, if conditions allow. Overnight application is preferred.
- Anti-Ice consists of 90% brine and 10% beet juice.
- Anti-Ice forms a barrier on roadway surfaces that limits bonding of ice or snow to that surface.
- Pretreating all 4 routes takes approximately 9 hours. Two trucks are outfitted for Anti-Ice application.
- Anti-Ice is not an option if pavement temperatures are below 15°F or rain/freezing rain occurs prior to a snow or ice event.
- If weather conditions prevent anti-ice application, standard treatment methods for snow and ice control are implemented (salt and brine).

# 2024-25 Snowfighting Highlights



**Four (4) Winter Weather Events**

**Winter Storm Warnings issued by National Weather Service**

- **January 9-10**. Snowfall totals: 3-5 inches. All snow routes cleared within 24 hours.
- **February 18-19**. Snowfall totals: 6-10 inches. All snow routes cleared within 36 hours.

**Total Amount of Materials Used during 2024-25 Season**

- 101 tons of road salt
- 6,625 gallons of brine
- 2,700 gallons of beet juice

# Questions?



# JOPLIN CITY COUNCIL
# OCTOBER 6, 2025
# MEETING MINUTES

## CALL TO ORDER

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

**INVOCATION** was read by City Clerk, Holly Nagy

**PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA** was led by Breast Cancer Survivors.

## ROLL CALL

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

Absent: Mark Farnham

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

## PRESENTATIONS

## FINALIZATION OF CONSENT AGENDA

## REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

## CITIZEN REQUESTS AND PETITIONS

## PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-276

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

COUNCIL BILL NO. 2025-276

Mr. Lawson introduced Council Bill No. 2025-276 - AN ORDINANCE providing to vacate Forest Ave from Rolla Street to Quincy Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill 2025-276 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-283

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

COUNCIL BILL NO. 2025-283

Mr. Bard introduced Council Bill No. 2025-283 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as 901 N Florida Ave, Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. DeTar that Council Bill 2025-283 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-282

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

COUNCIL BILL NO. 2025-282

Mr. Bard introduced Council Bill No. 2025-282 - AN ORDINANCE providing to Vacate 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. DeTar that Council Bill 2025-282 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-280

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

COUNCIL BILL NO. 2025-280

Mr. DeTar introduced Council Bill No. 2025-280 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street), Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill 2025-280 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-281

Mayor Cortez opened the Public Hearing
Wayne Stevenson spoke in favor of this item.
The following spoke in opposition of this item:
Crystal Robinson
Dorthy Ensen
Les Macy
David Allsense
Kathy Yarmin
Barry Wimberly
Chris Goff
Amy Goff
Terry Wimberly
Brian and Heather Ward submitted an email to Council in opposition to this item.
The Public Hearing was closed. There was a protest occurrence of 14.5530%

COUNCIL BILL NO. 2025-281

Mr. Bard introduced Council Bill No. 2025-281 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Apartment House) property as described below and generally known as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr, Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. Jackson that Council Bill 2025-281 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-279

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

COUNCIL BILL NO. 2025-279

Mr. Lawson introduced Council Bill No. 2025-279 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022. Motion by Mr. Lawson, second by Mr. Jackson that Council Bill 2025-279 be tabled. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. This item was ***tabled***.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-278

Mayor Cortez opened the Public Hearing
David Perrimen and Nathan Wagner spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-278

Mr. Bard introduced Council Bill No. 2025-278 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 PD (Heavy Industrial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as the 7603 E 32nd St, Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. Lawson that Council Bill 2025-278 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

**CONSENT AGENDA**

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

Minutes of the September 15, 2025 City Council Meeting

COUNCIL BILL NO. 2025-007 - AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager. **Ordinance No. 2025-118.**

COUNCIL BILL NO. 2025-008 - AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department. **Ordinance No. 2025-119.**

COUNCIL BILL NO. 2025-009 - AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager. **Ordinance No. 2025-120.**

COUNCIL BILL NO. 2025-010 - AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager. **Ordinance No. 2025-121.**

COUNCIL BILL NO. 2025-136 - AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-122.**

COUNCIL BILL NO. 2025-137- AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-123.**

COUNCIL BILL NO. 2025-141 - AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective. **Ordinance No. 2025-124.**

COUNCIL BILL NO. 2025-277 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-125.**

COUNCIL BILL NO. 2025-532 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; 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. **Ordinance No. 2025-126.**

COUNCIL BILL NO. 2025-533 - AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-127.**

COUNCIL BILL NO. 2025-534 - AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-128.**

COUNCIL BILL NO. 2025-618 - AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date. **Ordinance No. 2025-129.**

## RESOLUTIONS

RESOLUTION NO. 2025-011

Mr. Bard introduced Resolution No. 2025-011 - A RESOLUTION authorizing the City Manager to execute the Petition to the City of Joplin, Missouri for the creation of the Woodsonia Marketplace Community Improvement District. Motion by Mr. Bard, second by Mr. Copple to approve Resolution No. 2025-11. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1.

## ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-354

Mr. DeTar introduced Council Bill No. 2025-354 AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill 2025-354 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. **Ordinance No. 2025-130.**

## ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-142

Mr. DeTar introduced Council Bill No. 2025-142 - AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill 2025-142 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 7. Nay: Carlin, 1. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-142.

COUNCIL BILL NO. 2025-143

Mr. Lawson introduced Council Bill No. 2025-143 - AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Jackson, that Council Bill 2025-143 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-143.

COUNCIL BILL NO. 2025-144

Mr. Bard introduced Council Bill No. 2025-144 - AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective. Motion by Mr. Bard, second by Mr. Lawson, that Council Bill 2025-144 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-144.

COUNCIL BILL NO. 2025-284

Mr. Copple introduced Council Bill No. 2025-284 - AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 3rd Addition located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. DeTar, that Council Bill 2025-284 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-284.

COUNCIL BILL NO. 2025-401

Mr. DeTar introduced Council Bill No. 2025-401 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to partner in administering activities to complete the Lead Hazard Reduction Demonstration (LHRD) grant # MOLHB0807-24 provided through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes (OLHCHH); authorizing the City Manager to execute same on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-401 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-401.

A 10-minute break was taken at 8:00 PM. The meeting was reconvened at 8:10 PM.

COUNCIL BILL NO. 2025-402

Mr. Lawson introduced Council Bill No. 2025-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Lawson, second by Mr. Copple, that Council Bill 2025-402 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-402.

COUNCIL BILL NO. 2025-453

Mr. Bard introduced Council Bill No. 2025-453- AN ORDINANCE amending Chapter 18, Animals, Article I, Sec. 18-5(c) Animal neglect and abandonment — Penalties. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill 2025-453 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-453.

COUNCIL BILL NO. 2025-454

Mr. DeTar introduced Council Bill No. 2025-454 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Thirty Five Thousand, Eight Hundred Forty One Dollars and Ninety Cents ($35,841.90), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-454 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-454.

COUNCIL BILL NO. 2025-535

Mr. DeTar introduced Council Bill No. 2025-535 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land; 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 Ms. Carlin, that Council Bill 2025-535 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-535.

COUNCIL BILL NO. 2025-536

Mr. Jackson introduced Council Bill No. 2025-536 - AN ORDINANCE approving an Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Ms. Carlin, that Council Bill 2025-536 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson, and Shaw 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-536.

## SECOND AND THIRD READING

COUNCIL BILL NO. 2025-615

Mr. Copple introduced Council Bill No. 2025-615 - AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Lawson for Council Bill No. 2020-615 to move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Lawson, and Shaw 7. Nay: Jackson, 1. Absent: Farnham, 1. **Ordinance No. 2025-131.**

## UNFINISHED BUSINESS

## NEW BUSINESS

Mr. Copple asked the City to look into Tin Cup Trail Crosswalk Amenities. Mr. Copple asked the City Attorney on an update on the Short Term Rental issue for AirBnBs. – Mr. Peter Edwards will bring back an ordnance on AirBnBs at a future meeting.

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

The meeting was adjourned at 8:26 p.m.

Respectfully,

Holly Nagy
City Clerk

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-143 Amendment 1 to Work Authorization OLS-OC21-04 with Olsson for professional engineering services for the Zora Street Improvements Phases 2 and 3 project.

**MEETING DATE**
October 6, 2025

**ORIGINATING DEPT**
Public Works-Engineering

**ATTACHMENTS**
Council Bill 2025-143; Amendment 1 to Work Authorization OLS-OC21-04; Location Map

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

**SUMMARY**
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 project.

**BACKGROUND**
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of Zora Street from Range Line to MO-249. In June 2020, the City entered into an agreement and Work Authorization OLS-OC20-04 with Olsson for engineering services associated with Phase 1 of the project, and in May 2021 the City executed Work Authorization OLS-OC21-04 for engineering services associated with Phases 2 and 3 of the project. At that time, it was known that a future amendment to Work Authorization OLS-OC21-04 would be required for Right of Way Services after development of 60% plans. Phase 1 of the E. Zora improvements project is defined as the construction of a new intersection at Zora St. and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road.

The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

**FUNDING SOURCE**
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

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

| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Olsson, Inc.<br>Address: 1027 S. Main St.<br>Suite 503,<br>Joplin, MO 64801 | |
| Attention: Dan Johnson | | Attention: Jonathan Peitz, Clayton Cristy | |
| Department: Engineering | | Phone: 417-890-8802 | Department: |
| Phone: 417.624.0820 ext: 1538 | Fax: 417.624.4620 | OLS-OC21-04, Amendment #1<br>Zora Street (Rangeline to Highway 249) | |

**AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC21-04) ZORA STREET (RANGELINE TO HIGHWAY 249) BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED MAY 24, 2021**

**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC21-04 to Master Agreement for Professional Engineering Consulting Services Dated 05/24/2021 exceed the sum of

Two Hundred Fifty Six Thousand Five Hundred Eighty and 00/100 Dollars ($256,580.00).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

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

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

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

7. **All other terms and conditions of the original Agreement shall remain in effect.**

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

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer: Olsson, Inc.**

By: _____

Printed Name: Jonathan Peitz

Title: Group Leader

Date: 09/25/2025

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

# AMENDMENT #1

Date: 8/01/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 24, 2021 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: Zora Street (Rangeline to Highway 249)

Project Description: Phase 2: Duquesne Roundabout to Highway 249
Phase 3: Duquesne Roundabout to Rangeline Road Right of Way

**SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

**DESIGN SERVICES**

**Phase 100 – Survey**

**Task 101 – Boundary Verification**
Olsson will utilize existing control from the Bartlett & West (B&W), Zora Street plans, to verify the section corners, property corners, and property lines. Title information shall be supplied by the City. Initial boundary survey from B&W was found with numerous errors, beyond initial scope assumption. Additional title work was requested, and field work supplemented to finalize and generate a revised boundary. An additional review of the new survey documents and change in ownership was preferred beyond original scope.

**Fee = $12,500**

**Phase 300 – Phase 3 Rangeline to Duquesne**

**Phase 302 – Roadway Design**
Utilizing the survey information provided by the City, and with subsequent updated by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin Standards. Additional work was performed to modify right-of-way and easement based upon revised boundary information. Additional work to be performed for earthwork balance check and solidify phasing with traffic control plan.

**Fee = $23,580**

## RIGHT OF WAY SERVICES

### Phase 800 – Right of Way and Easement Documents and Negotiations (Phase 2)

#### Task 801 – Right of Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. The initial estimate was 8 properties; 16 total properties were impacted. Additional documents were written for the additional property impacts.

**Fee = $4,800**

#### Task 805 – Right of Way (R/W) and Easement Negotiation Services

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. The initial estimate was 8 properties; 16 total properties were impacted. Additional negotiation services were performed for the increase in property impacts. Additional communication was performed for all parcels beyond initial scope assumptions.

**Fee = $38,200**

### Phase 900 – Right of Way and Easement Documents and Negotiations (Phase 3)

#### Task 901 – Right-of-Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. This includes approximately 30 properties, Two (2) Right-of-way Documents, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements. Deliverables for the project will be signed and sealed exhibits and legal descriptions. Assumed individual documents for each easement type.

**Fee = $31,500**

#### Task 902 – Right-of-Way (R/W) and Easement Staking

Following preparation of right-of-way documents for each Parcel, Olsson will stake the proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking at Two (2) Right-of-way Parcels, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements.
- Scope assumes 12 full day trips to the site by a 2-man crew to perform the staking. Trips beyond the 20 allotted will be considered additional services.

**Fee = $18,000**

**Task 903 – Monument New Right-of-Way (R/W)**

Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-Way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of the New Right-of-Way (R/W) and reestablish monumentation destroyed during construction, estimated at Thirty (30) Right-of-Way Parcels.
- Scope assumes 2 full-day trips to the site by a 2-man survey crew.

**Fee = $3,000**

**Task 904 – Appraisals**

Olsson will provide Appraisal Services as part of the Right-of-Way and easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by a Subconsultant.

- Properties that fall under the waiver valuation category, any properties valued at under $25,000, may have a waiver valuation completed under current MoDOT regulations.
- All waiver valuation reports shall be provided to and signed by the City of Joplin.
- Appraisals are estimated at ten (10) Parcels for $2,500 per parcel
- Waiver Valuations will be completed by Olsson, estimated at (20) Parcels for $500 per parcel.

**Fee = $35,000**

**Task 905 – Right of Way (R/W) and Easement Negotiation Services**

Olsson shall negotiate the acquisition of right of way necessary to construct phase 3 of the Zora Street widening in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Pre-Acquisition Meeting and Progress Report Meetings.

- Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.
- b) Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities or on an as needed basis.

Negotiations.

- Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be

furnished by the title company and Olsson.

- Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations (49 CFR Part 24).
- City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
- Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans revisions or changes without express permission by City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to City of Joplin for review and consideration.
- When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.
- Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
- When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.
- Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences and preparation of court exhibits. These shall be considered Additional Services.

Assumptions for Task 905 are as follows:
The City of Joplin will provide Olsson with a notice to proceed (1) all applicable title commitments; (2) the City of Joplin will provide vacancy notices to each owner when applicable. (3) All conveyances and documents to secure all rights, title, and interest for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

**Fee = $90,000 ($3,000 per parcel)**

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely competent and professional manner, in

accordance with applicable standars of care, project of similar geographic location, quality and scope.

Fee can be moved between tasks.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

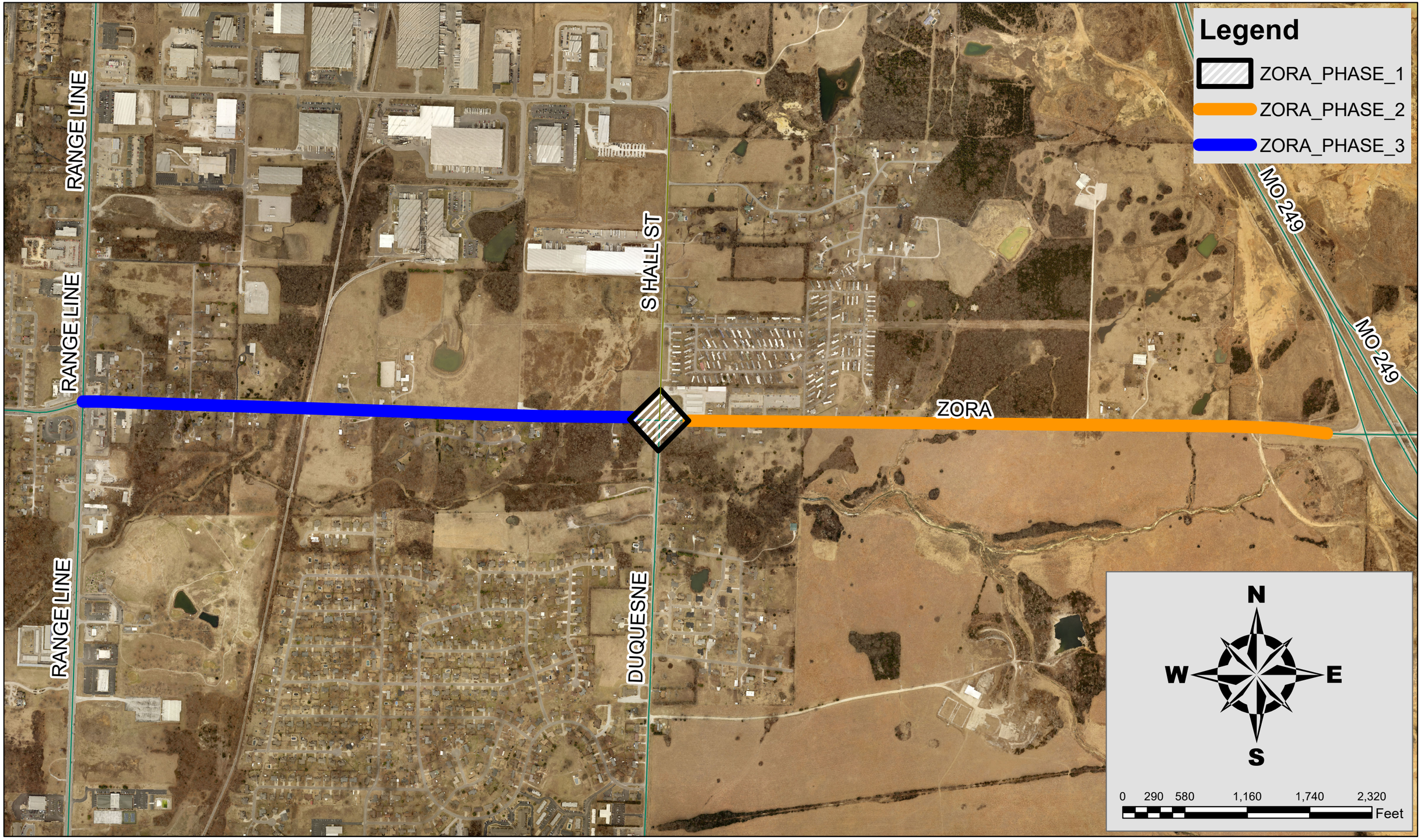
Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: March, 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## SUMMARY OF FEES

| | |
|---|---|
| Task 101 - Boundary Verification | $12,500.00 |
| Task 302 - Roadway Design | $23,580.00 |
| Task 801 - R/W Easement Documents | $4,800.00 |
| Task 805 - R/W Negotiations | $38,200.00 |
| Task 901 - R/W Easement Documents | $31,500.00 |
| Task 902 - R/W Easement Staking | $18,000.00 |
| Task 903 - R/W Monumentation | $3,000.00 |
| Task 904 - Appraisals | $35,000.00 |
| Task 905 - R/W Negotiations | $90,000.00 |
| **Total Fee** | **$256,580.00** |

# ZORA WIDENING



**COUNCIL BILL NO. 2025-143** **ORDINANCE NO.**

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of October 21, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2025-143**

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-144 Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility

**MEETING DATE**
October 6, 2025

**ORIGINATING DEPT**
Public Works-Engineering/Fire Department

**ATTACHMENTS**
Council Bill 2025-144; Agreement and Work Authorization; Location Map

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

**SUMMARY**
This Council Bill authorizes the City Manager or his designee to approve an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00)

**BACKGROUND**
The City of Joplin's Public Safety Training Center (PSTC) Facility is located at 5102 Swede Lane, Webb City, Missouri. The need for a rehab/bathroom structure located at this location has been identified by City of Joplin personnel. In October of 2024 the Joplin City Council authorized funds in the FY 2025 budget for architectural design services for a new rehab/bathroom structure at the PSTC.

In accordance with the City of Joplin's procurement policies, a Request for Qualifications for Architectural Services was advertised in the Joplin Globe on May 10, 2025, with submittals due to the City by June 12, 2025. Qualification submittals were received from one architectural firm, which was reviewed and scored by teams comprised of both City Fire Department and Public Works personnel. SFS Architecture, Inc. was determined to be qualified to provide the requested services. A scoping meeting was held with SFS to determine the scope of work to be included in the design agreement. The fees submitted by SFS Architecture, Inc. have been reviewed by City staff and found to be within industry standards. The budget is being amended for the Public Safety Sales Tax, in the amount of $18,200.00.

**FUNDING SOURCE**
This item is partially included in the FY 2025 Budget in the Public Safety Sales Tax. This item includes a budget amendment to the Public Safety Sales Tax Fund

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

| CITY | | ARCHITECT (ENGINEER) | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name:<br>SFS ARCHITECTURE<br>Address:<br>2100 Central Street, Suite 31<br>Kansas City, MO 64108 | |
| Attention:<br>Robert Beachner, Capital Improvements Project Manager | | Attention:<br>Kwame W. Smith, Principal | |
| Department: Public Works | | Phone: (816) 541-2288 | Fax: n/a |
| Phone: 417.624.0820 ext: | Fax: 417.624.4620 | Project:<br>PSTC Bathroom Facility | |

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports, as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

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

10. **Discrimination.** Engineer 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 Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**. Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. Engineer shall procure and maintain during the life of this contract:

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

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. Engineer shall, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer’s (or any of Engineer’s subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City’s own negligence or wrong doing.

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

c. In no event shall the City or Engineer be liable to the other for special, indirect, or consequential damages, except those caused by either Party'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 other Party shall be limited to the amount of money to be paid or received by the other Party under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer: SFS Architecture, Inc.**

By: _____

Printed Name: Kwame W. Smith

Title: Principal

Date: 9/26/2025

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

Date: _____

| CITY | | ENGINEER (ARCHITECT) | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: SFS Architecture, Inc.<br>Address:<br>2100 Central Street, Suite 31<br>Kansas City, MO 64108 | |
| Attention:<br>Robert Beachner, Capital Improvements Project Manager | | Attention:<br>Kwame W. Smith, Principal | |
| Department:<br>Public Works | | Phone: (816) 474-1397 | Fax: |
| Phone: 417.624.0820 ext: | Fax: 417.624.4620 | Project: PSTC Bathroom Facility | |

**WORK AUTHORIZATION NUMBER _PSTC-Bathroom-D001_____**

**TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _PSTC Bathroom Facility_____**

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number PSTC-Bathroom-D001 exceed the sum of Fifty Three Thousand Two Hundred Dollars ($53,200.00).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 per claim aggregate. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

7. **All other terms and conditions of the original Agreement shall remain in effect.**

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

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer: SFS Architecture, Inc.**

By: _____

Printed Name: Kwame W. Smith

Title: Principal

Date: 9/26/2025

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

Date: _____

sfsarchitecture
drivenbyconnections

September 24, 2025

**Robert Beachner**
Capital Improvements Project Manager
City of Joplin, MO
602 S. Main Street
Joplin, Missouri 64801

**Re: Joplin Public Safety Training Center New Bathroom Upgrade**
**Design Services Proposal**

Dear Mr. Beachner:

SFS Architecture is pleased to provide this professional design services proposal to provide architectural and engineering services for the development of a new restroom building at the Public Safety Training Center in Joplin.

Again, we appreciate the opportunity to provide a proposal for these services. We are very excited about the opportunity to work with you and the Fire Department on this important project.

If you have questions or comments regarding this information, please do not hesitate to call us.

Sincerely,

Kwame W. Smith, AIA
Principal

## PROJECT UNDERSTANDING

The scope of this project is to develop design and bidding documents for a restroom building with an extended overhang at the Public Safety Training Center. Size and configuration of the restroom building is approximately 425 SF accommodating two single occupancy restrooms for both male and female plus custodial/mechanical storage and all-season space conditioning. Our understanding is that City of Joplin does not intend to utilize a community engagement component to the design phase of this project or anticipate preliminary or final site development plan approvals prior to submitting for a building permit. Construction and procurement documents would be developed to solicit competitive bids at a later date. Bid-ready documents are to be completed by January 31, 2026.

## SCOPE OF WORK

Professional Services for this project will include the disciplines of Architecture, Structural Engineering, MEP Engineering, Civil Engineering, and Landscape Architecture. The following consultants are identified for these disciplines:

| | |
|---|---|
| Civil Engineering | Olsson |
| Landscape Architect | SWT Design |
| Structural Engineering | Bob D. Campbell |
| Mech. Elect. & Plumbing Engineering | PKMR Engineers |
| Land Surveying | Olsson |
| Geotechnical | Olsson |

Our approach to this project as outlined herein is based on the following assumptions:

- Design services will include Site Analysis, Cost Estimating, and Construction Documents for Bid.
- Topographic surveys are to be included as a reimbursable expense.

***Reference attached work plan for key dates and milestones.***

**Task 1 –Site Analysis and Schematic Design (33% design completion)**

SFS will work with project stakeholders to assess the existing site based on anticipated needs and identify potential locations for the restroom facilities. These may include discussion and confirmation of the site locations, building character, size(s) and any other overall expectations. In addition, the SFS team will prepare visual preferencing materials to guide the material selection and character of the structures. Once the locations of the proposed structures have been agreed upon, a topographic survey and geotechnical investigations will be performed.

Deliverables at the conclusion of the Schematic Design phase will include the following:

- Site Plans – Architectural
- Conceptual Floor Plans – Architectural
- Exterior Elevations – Colorized with materials noted.
- Opinion of Probable Cost

**Meetings:** One (1) Initial Site Visit, up to two (2) virtual meetings.

**Task 2 - Construction Documents (66% design completion and Pre-bid)**

The Construction Documents phase will include refining the preliminary design and developing the technical drawings and specifications for bidding the Work. Documents will be suitable for permitting, bidding and construction. Intermediate submittal will be provided at the 66% and 100% completion phases followed by review

meetings. Revisions required by permit plan reviewers will be included as part of this phase. In addition, the team will contact utility services to anticipate utility connection expectations.

Deliverables at the conclusion of this phase will include the following:

- Demolition Plan.
- Site Plan.
- Civil Grading, Erosion Control and Utility Plans.
- Structural Plans and Details.
- Architectural Plans, Elevations and Details.
- M/E/P Plans and Details.
- Opinion of Probable Cost.

**Meetings:** Up to two (2) virtual meetings.

### Basic Services Exclusions

The following items are specifically excluded from the Basic Services noted above:

- Bidding and procurement.
- Construction administration.
- Plan review fees or other fees charged by third party entities.
- Drainage studies, traffic studies, roadway/parking design and public improvements.
- Preliminary or Final Development Plans.
- Public meetings, planning commission or City Council presentations.
- Stormwater studies, detention or BMP's.
- Hazardous materials abatement assessment and design.
- As-built surveys.
- Record documents.
- Code-required special inspections. Special Inspections/Testing (can be added if needed).
- SWPPP/NOI (Disturbance will remain under 1 acre thus no NOI anticipated).
- Site lighting plans.
- Private utility locates.

### Schedule

SFS Architecture is prepared to begin work immediately. Anticipated timeframes for each task are identified above. Schedule may be affected by delays out of our control such as: reviews required by regulating agencies or authorities having jurisdiction, delays in geotechnical or surveying firms, or Owner directed changes to previously approved plans.

## PROFESSIONAL SERVICES COMPENSATION

SFS architecture proposes providing the above scope for the fees outlined below:

**Professional Design Services for Task 1 & 2 $41,000.00**

### Reimbursable Project Expenses

Reimbursable Expenses are in addition to the professional fees indicated above. Expenses such as printing, reproductions, mileage, postage, and topographic survey are considered reimbursed expenses and are excluded from the above fee and scope. Reimbursed expenses incurred by SFS and its consultants shall be billed and itemized by each cost incurred. We estimate reimbursable project-related expenses to be **$12,200.00*** and will invoice the City for expenses monthly at a rate of 1.0 times the actual cost. ****Reimbursable expenses include a proposal of $10,200 to provide a land survey and geotechnical investigations of the subject portion of the property.***

**Supplemental Services**
During the project additional services may be requested. Fees for additional services outside of the scope outlined in this proposal will be discussed and mutually agreed upon prior to SFS Architecture and the consultants proceeding with those services.

**Invoicing**
Invoicing will occur monthly for services rendered and are due upon receipt.

**Limitation of Liability**
In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

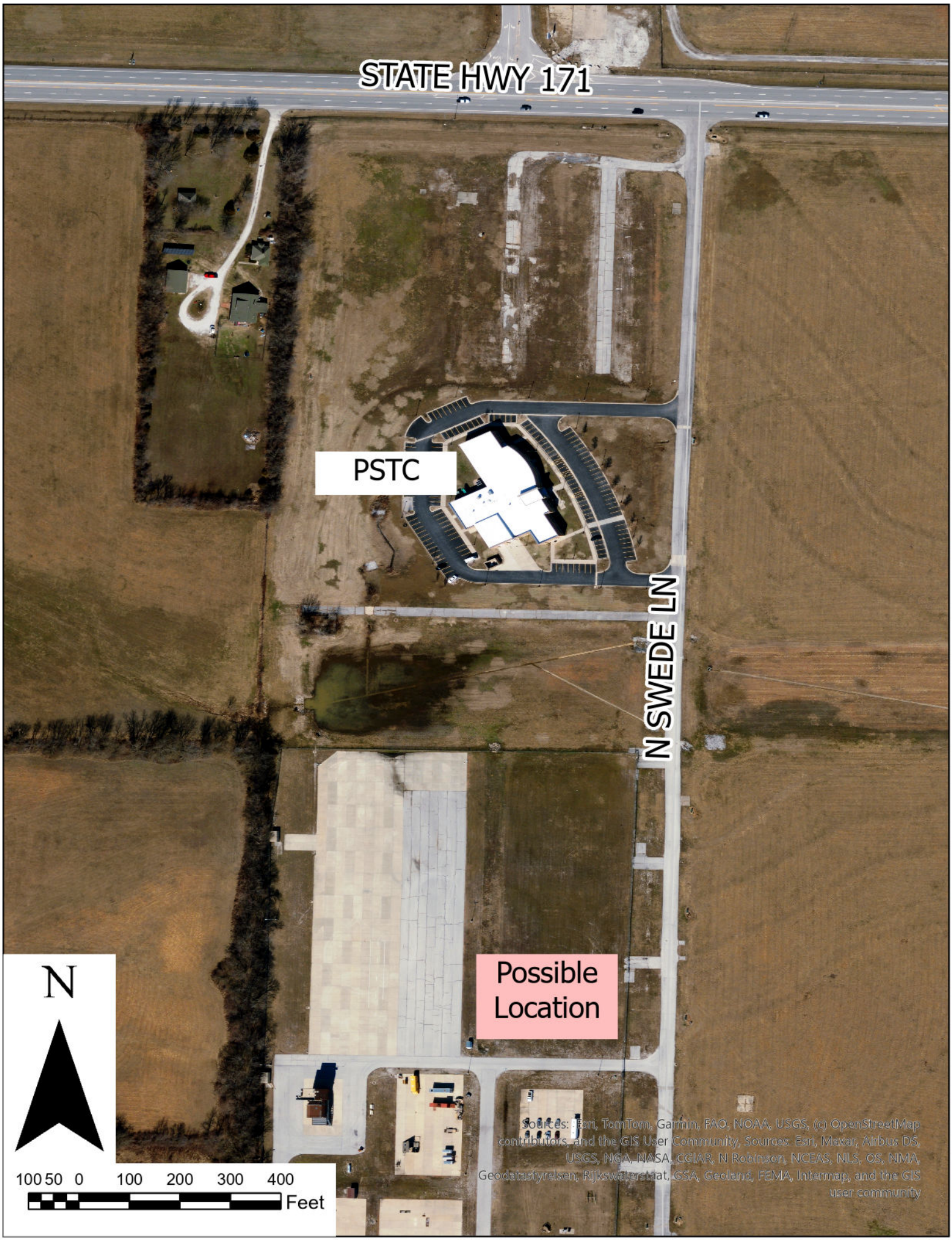
Joplin FD PSTC Bathroom
City of Joplin, Missouri

sfsarchitecture

**Preliminary Project Work Plan**

9/9/2025 ***revised 9/17/25***

| | | Date/ Duration |
|---|---|---|
| **TASK 1** | **SITE ANALYSIS + SCHEMATIC DESIGN** | **1 month** |
| | *Work period complete* | **week of 11/10/25** |
| Pre-Kickoff Activities | | Anticipated NTP 10/21/25 |
| Collect and review pre-existing information | | |
| Schedule kickoff meeting | | |
| **Design Kickoff Meeting (virtual)** | | **complete** |
| Introductions / roles and responsibilities | | |
| Project / scope overview | | |
| Establish project goals and objectives | | |
| Review preliminary work plan | | |
| Budget Confirmation | | |
| Permitting Process | | |
| Owner Architect Agreement | | |
| **Progress Meeting: Program Confirmation and Site Analysis (in-person)** | | **10/22/2025** |
| Space needs confirmation | | |
| Visual preferencing | | |
| Site analysis and tour | | |
| **Existing Site Investigations** | | **week of 10/27/25** |
| Topographic survey | | |
| Geotechnical investigation | | |
| **Prepare Schematic Design Deliverable** | | **submit week of 11/03/25** |
| Architectural Site Plan | | |
| Conceptual Floor Plan | | |
| Exterior Building Elevations (colorized) | | |
| Opinion of Probable Cost | | |
| **Progress Meeting: SD Review Meeting (virtual)** | | **week of 11/10/25** |
| Review SD deliverable | | |
| Approval to move into construction documents | | |
| **TASK 2** | **CONSTRUCTION DOCUMENTS** | **2 months** |
| | *Work period complete* | **week of 1/19/26** |
| **Prepare 66% Design Deliverable** | | **submit week of 12/08/25** |
| Progress Construction Documents | | |
| Draft Specifications | | |
| Opinion of Probable Cost | | |
| **Progress Meeting: 66% Design Deliverable Review (virtual)** | | **week of 12/15/25** |
| Review design deliverable | | |
| Approval to finalize construction documents | | |
| **Prepare Draft 100% Construction Documents Deliverable** | | **submit week of 1/05/26** |
| Construction Documents | | *submit for permitting* |
| Specifications | | |
| Opinion of Probable Cost | | |
| **Progress Meeting: 100% Design Deliverable Review (virtual)** | | **week of 1/12/26** |
| Review design deliverable | | |
| Final owner comments | | |
| **100% Construction Documents Deliverable** | | **week of 1/19/26** |
| Incorporate final review and permitting comments | | |
| Submit 100% Construction Documents | | |
| **DESIGN COMPLETE** | | |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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

**COUNCIL BILL NO. 2025-144** **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; 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 and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00), for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Eighteen Thousand Two Hundred and 00/100 dollars ($18,200.00).

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

Section 5. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Public Safety Sales Tax Fund.

Section 6. That this Council Bill shall have an effective date of October 21, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

**Council Bill 2025-144**

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-276 – Street Vacation

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 025-25: 2100 E Rolla St – Street Vacation - A request to Forest Ave from Rolla St to Quincy St – Joplin Schools

**BACKGROUND:**

Joplin Schools has a portion of their building at Royal Heights that sits on an undeveloped street. After researching City and County documents, it was realized that the street, Forest Ave, had never been officially vacated. There are no utilities within the area, and the utility companies have consented to the vacation.

**PLANNING & ZONING COMMISSION TESTIMONY:**

David Petit presented the case. Joplin Schools wants to construct an addition and is requesting to vacate the street.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-276
Planning & Zoning Commission recommends approving Case 025-25 (7 in Favor, 0 Opposed, 0 Absent)

**ATTACHMENTS**

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**CASE 025-25: VACATION**

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

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave, they believe there was a County or City oversite. Joplin Schools has a building over this street and would like to formally vacate the street to construct a building addition.

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

**MS. WARREN MADE A MOTION TO APPROVE CASE 025-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Vacation

**CASE 025-25** A request to vacate a section of Forest Ave from Rolla St to Quincy St

**APPLICANT** Joplin Schools

**REPRESENTATIVE** Dave Petit

**LOCATION** 2100 E Rolla St

**EXISTING CONDITIONS**

| Easement Type(s) | Easement Size |
|---|---|
| Forest Ave | Approximately 40′X200′ |

**REASON FOR VACATION**

Joplin Schools is wanting to construct an addition to Royal Heights and staff pointed out that there was an unimproved street on their property that had never been properly vacated.

**UTILITIES CURRENTLY LOCATED IN THE EASEMENT?**

There are no existing utilities, and the utilities have consented to the vacation request.

**UTILITIES PLANNED TO LOCATE IN THE EASEMENT?**

No utilities plan to locate their infrastructure within the easement.

## DISCUSSION

Joplin Schools has a portion of their building at Royal Heights within an undeveloped street. After researching City and County documents, it was realized that the street, Forest Ave, had never been officially vacated. There are no utilities within the area, and the utility companies have consented to the vacation.

**Staff recommends approving Case 025-25.**

## ENCLOSURES

- Application
- Map

# Vacation of Streets or Easements Application

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

**Office Use Only**
Case No.: 025-25
Filing Fee: $600.00
Received: 7/23/25
Date Advertised:
Proj. No.: 25-045
Public Hearing Date: 9/8 (P+Z)
10/6 (CC)

Applicant: Joplin School District - Royal Heights Elementary Phone No.: (417)-625-5300

Address: 2100 Rolla St., Joplin, MO 64801 Email: davepettit@joplinschools.org

Owner: Joplin School District Phone No.: (417)-625-5300

Address: 825 Pearl Ave, Joplin, MO 64801 Email: davepettit@joplinschools.org

Location of Street or Easement: 2100 Rolla 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)** | Jeff Lebeda | jeff.lebeda@libertyutilities.com | 417-625-6159 |
| **Republic Services (Trash)** | **Jerry Herron** | jherron@republicservices.com | **(620) 620-1117** |
| **Cable One/Sparklight** | Keri Bledsoe | keri.bledsoe@sparklight.biz | |
| **Allo Fiber** | **Brandon Warren** | Brandon.warren@allofiber.com | |
| **Allo Fiber** | Chris Rowley | Chris.rowley@allofiber.com | 402-430-2870 |
| **Spire Energy (Gas)**** | Ken Stegall | ken.stegall@spireenergy.com | |
| **Spire Energy (Gas)**** | Mandy Butkovich | mandy.butkovich@spireenergy.com | 816-472-3767 |
| **City Sanitary Sewer** | **Kaleb Roberts** | kroberts@joplinmo.org | **417-624-0820 x1531** |
| **City Stormwater** | Kaleb Roberts | kroberts@joplinmo.org | 417-624-0820 x1531 |

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

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

# 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: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

*Be it known that* Joplin School District, *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:* Forest Ave between Rolla St. and Quicy St.

*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**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.

Chris Rowley (Fiber Design Manager) Chris Rowley — 05/29/2025

Authorized Representative — Date

ALLO Fiber

Name of Utility

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

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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

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

Martha A. Ramos — Authorized Representative

5-29-2025 — Date

Missouri American Water — 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: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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**For Utility Use:**

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

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

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

Keri Bledsoe
Authorized Representative

5-30-25
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: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

*Be it known that* Joplin School District, *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:* Forest Ave between Rolla St. and Quicy St.

*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**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 (Jun 3, 2025 12:38 CDT)

Authorized Representative

06/03/2025
Date

Spire
Name of Utility

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

June 3rd, 2025

Joplin School District
Attn: Dave Pettit
2100 Rolla St.
Joplin, MO 64801

**Re: Vacation of Forest Ave between Rolla St. and Quincy St.**

**Vacation:** Vacation of Forest Ave between Rolla St. and Quincy St.for construction of a new biliding addition and to vacate area already occupied by an existing building.

Joplin School District,

In response to Joplin School District's letter dated May 29th, 2025 relative to the above referenced vacation request of Forest Ave between Rolla St. and Quincy St.for construction of a new biliding addition and to vacate area already occupied by an existing building.

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

Sincerely,

Alex Sammet (Jun 3, 2025 12:38 CDT)

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

TJF:MRS
cc: aidan.thomas@amce.com

Engineering Dept. Approval: Jose Arellano

System Planning Approval: PC

# 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: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

*Be it known that* Joplin School District, *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:* Forest Ave between Rolla St. and Quicy St.

*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**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

06/05/2025
Date

AT&T
Name of Utility

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

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**For Utility Use:**

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   □ Yes (proceed to #2) ☑ No (form complete)

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

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

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

Authorized Representative — Date: 6/10/25

Storm Water
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: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

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

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

JOHN CRUZ — Authorized Representative

5/29/25 — Date

Sanitary Sewer — Name of Utility

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

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)

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

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

_____ 7/15/2025
Authorized Representative — Date

Liberty Utilities
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: Joplin School District
Phone: (417) 625-5300
Email: davepettit@joplinschools.org

*Be it known that* Joplin School District, *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:* Forest Ave. between Rolla St. and Quincy St.

*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**For Utility Use:**

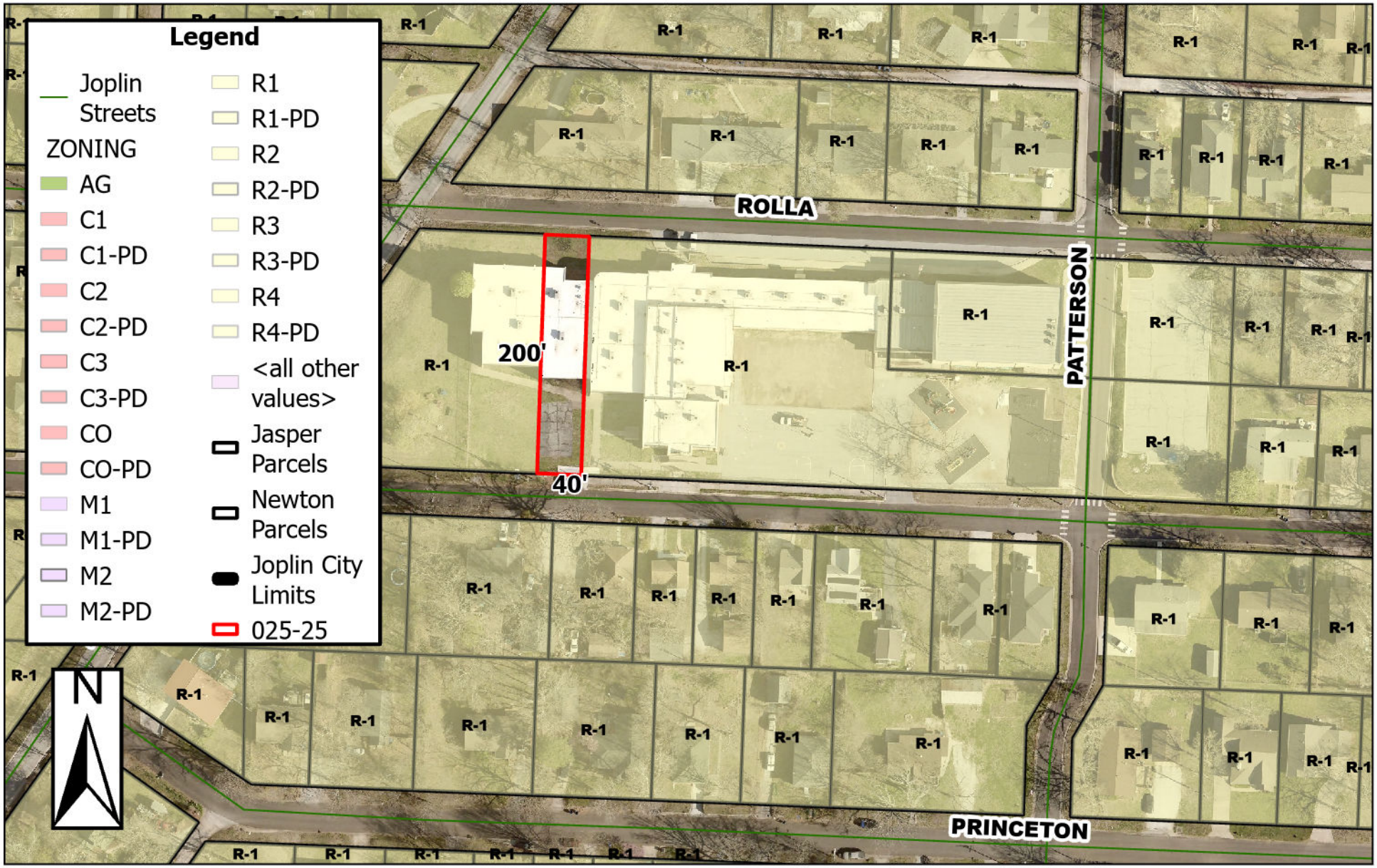
1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☒ will waive objections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

_____ 5-31-2021
Authorized Representative — Date

Republic Services
Name of Utility

# Case 025-25: Street Vacation




2100 E Rolla St – Street Vacation – A request to vacate Forest Ave from Rolla St to Quincy St – Joplin Schools

0 40 80 160 240 320
Feet

P & Z Case 025-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-276 ORDINANCE NO.

AN ORDINANCE providing to vacate Forest Ave from Rolla Street to Quincy Street, 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 part of a street at property described as Forest Ave from Rolla Street to Quincy Street, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

**A PORTION OF FOREST AVENUE TO BE VACATED. LYING SOUTH OF ROLLA STREET AND NORTH OF QUINCY STREET, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: THAT PORTION OF FOREST AVENUE BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 489 AND 483 IN ROYAL HEIGHTS SUBDIVISION AND BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 482 AND 490 IN ROYAL HEIGHTS SUBDIVISION AND BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF QUINCY STREET. BEING 40 FEET IN WIDTH. CONTAINING 0.18 ACRES (8,000 SQUARE FEET) MORE OR LESS.**

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-278 – Rezoning

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 032-25: 7603 E 32nd St – Rezoning - A request to rezone from District M-2 PD (Heavy Industrial – Planned Development) to District C-3 (Commercial) to operate a behavioral health facility – Morris Investments 4

**BACKGROUND:**

The owner wishes to utilize the existing office building for a behavioral health facility. As mentioned, M-2 permits office uses, not medical care. The applicant needs to rezone the property to use the building for this purpose.

**PLANNING & ZONING COMMISSION TESTIMONY:**

David Perryman presented the case. He represented My World ABA. They have outgrown their current facility. They treat children with autism, and this will allow them to treat more kids. Mr. Bellairs and Dr. Rosenberg asked if this was a day treatment facility and Mr. Perryman confirmed that it was.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-278

Planning & Zoning Commission recommends approving Case 032-25 (7 in Favor, 0 Opposed, 0 Absent)

**ATTACHMENTS**

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

**CASE 032-25: REZONING**

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

David Perryman, 2531 E 32nd St, spoke in favor of the case. He represented My World ABA. They have outgrown their current facility. They treat children with autism and this will allow them to treat more kids.

Mr. Bellairs asked for clarification, since there were some questions about this, this is not in patient care, that this is office care.

Mr. Perryman stated that this was correct.

Dr. Rosenberg asked if this was a day treatment facility.

Mr. Perryman stated that it was.

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

**MR. SPRUCE MADE A MOTION TO APPROVE CASE 032-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 032-25** A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) to operate a behavioral health facility.

**LOCATION** 7603 E 32nd St

**APPLICANT** Morris Investments 4

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| M-2 PD | Office | Approximately 4 Acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | M-2 PD | M-2 PD | M-2 | C-3 |
| Land Use | Vacant | Vacant | Vacant/Substation | Vacant |

### FUTURE LAND USE

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

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| CL 191 | Local | 75′ |
| E 32nd St | Arterial | 85′ |

## UTILITIES

City Utilities are in place.

## FLOOD PLAIN

The property is not in the flood plain.

## STAFF ANALYSIS

### CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This property is designated as Industrial on the Future Land Use Map. C-3 is not a compatible district with this land use category, however, there is existing Commercial development and zoning in this area. 32nd St is an arterial street, and the requested zoning district should not create conflicts with the surrounding properties and uses.

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

The property currently has an office building on the location. However, while office uses are permitted in an industrial district, medical care is not. This is due to the associated frequency of traffic these uses generate from appointments, while offices generally do not generate frequent visits. 32nd St does support commercial traffic, however.

### THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

As mentioned, there is a C-3 zoned property directly west of the subject property. This request is less intensive than the existing zoning district and should not create any conflicts. 32nd St supports intensive commercial traffic.

### DISCUSSION

The owner wishes to utilize the existing office building for a behavioral health facility. As mentioned, M-2 permits office uses, not medical care. The applicant needs to rezone the property to use the building for this purpose.

**Staff recommends approval of Case 032-25.**

### ENCLOSURES

- Map of property
- Application

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# Rezoning Procedures

**Applicability.** The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

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

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

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

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. 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.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

**Effect of Decision.** Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

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# Rezoning Application

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

**Office Use Only**
Case No.: 032-25
Filing Fee: $600.00
Received: 8/1/25
Date Advertised: ~~8/1/25~~
Proj. No.: 25-05
Public Hearing Date: 9/8/25

Applicant: Michael Mizer Phone No.: 573-216-6517

Address: 3048 S Clifton Ave, STE 112, Springfield, MO 65807 Email: michaelmizer@myworldaba.com

Owner: Jim Morris- Morris Investments 4 Phone No.: _____

Address: 1655 S ENTERPRISE, SPRINGFIELD,MO 65804 Email: _____

Location of Property: 7603 E 32nd St, Joplin, MO 64804

Present Use of Property: Vacant/Calll Center

Proposed Use of Property: Children's Behavorial Health Center

Current Zoning: ~~M1~~ M2-PD Requested Zoning: C3

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Vacant Land | M2-PD |
| South | Liberty Utilities | M2-PD |
| East | Liberty Enterprise Group | M2-PD |
| West | Vacant Land | C3 |

Character of the Neighborhood: Commercial/Industrial

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**Relationship to Existing Zoning Pattern:**

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

If yes, explain: Currently zoned M2-PD. Property will be used as a health facility (C3)

**Conformance with Comprehensive Plan:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Consistent with Development Policies? |
| ☐ | ☑ | Consistent with Future Land Use Map? |

**Traffic Conditions:**

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

Street(s) with Access to Property: S CL 191

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: Unknown

**Subdivision Platting:**

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

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

Additional Platting Comments: _____

_____

_____

**Unique Characteristic of Property and/or Additional Comment:**

_____

_____

_____

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

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

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

**Signature:** _____ **Date:** 7-31-25

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STATE OF Missouri )
) ss.
COUNTY OF Greene )

**OWNERSHIP AFFIDAVIT AND CONSENT**

Comes now Morris Investments (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as 7603 E 32nd St, Joplin, MO 64804 (Address). I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for David Perryman (Representative) to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: _____

Jim Morris
Signature of Owner

_____
Signature of Owner

Jim Morris
Printed Name

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 31st day of July, 2025

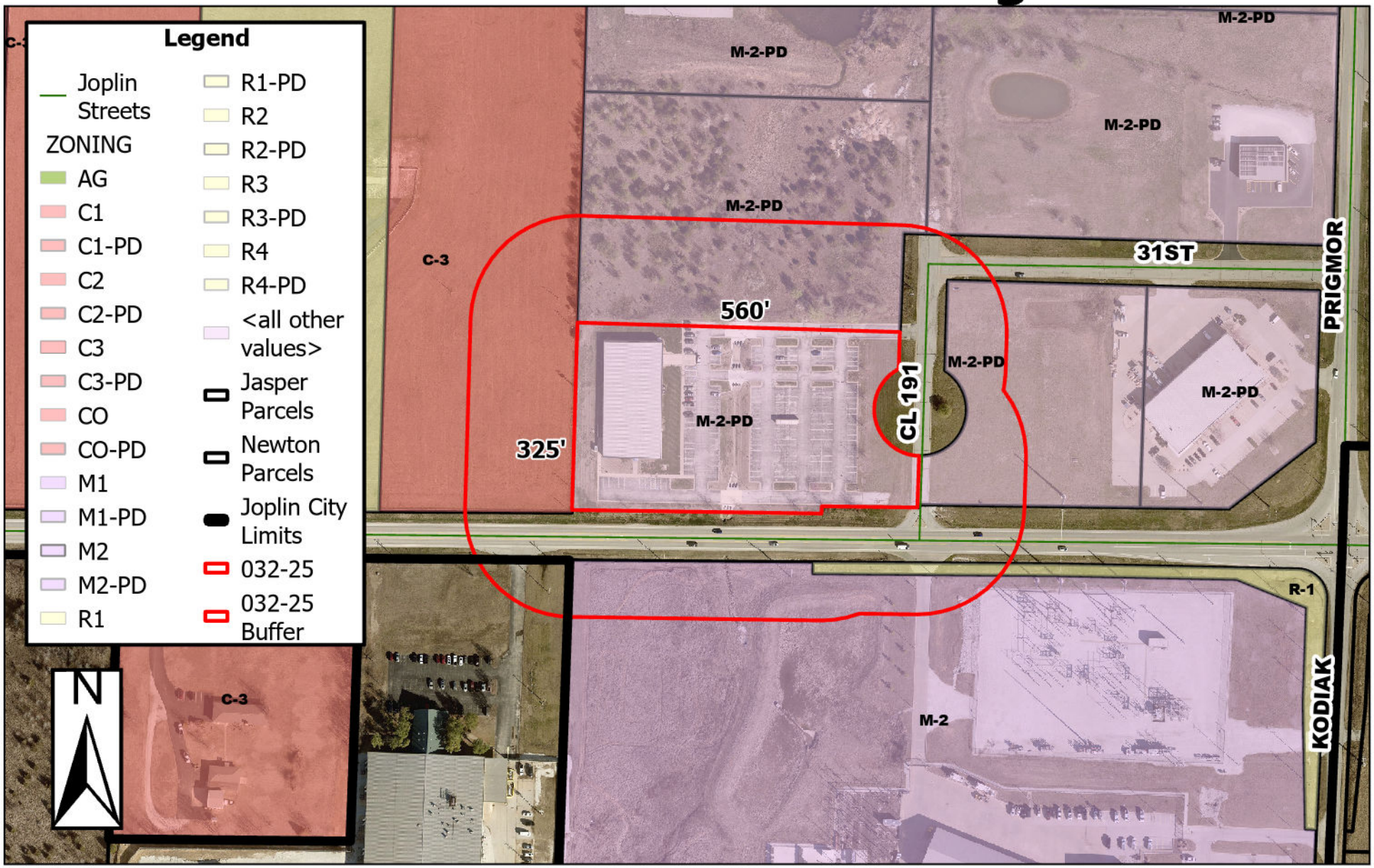
Cadesia Stearns
Notary

My commission expires: 04-14-2028

CADESIA STEARNS
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 18767474
My Commission Expires 04-14-2028

*Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)*

# Case 032-25: Rezoning




7603 E 32nd St - Rezoning - A request to rezone from District M-2 PD (Heavy Industrial - Planned Development) to District C-3 (Commercial) to operate a behavioral health facility - Morris Investments 4

0 85 170 340 510 680 Feet

P & Z Case 032-25
Morris Investments 4
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 PD (Heavy Industrial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as the 7603 E 32nd St, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from M-2 PD (Heavy Industrial – Planned Development) the following described property and including in District C-3 (Commercial).

**ALL OF LOTS NUMBERED FIVE (5) AND SIX (6) IN SOUTH CROSSROADS ADDITION PLAT #1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.**

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-280 – Voluntary Annexation

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 028-25: The Southeast corner of the intersection at W Adobe Ln and Country Club Dr – Voluntary Annexation - A request to voluntarily annex property into the City of Joplin – RBC Holdings

**BACKGROUND:**

This property lies at the intersection of Country Club and Adobe Ln. The owner is wishing to develop this into a multi-family project for apartment buildings.

**PLANNING & ZONING COMMISSION TESTIMONY:**

Mr. Stephenson thanked the Commission for their service. They are trying to annex 3.8 acres of land, along with a multi-family project. They come in as R-1 and have to rezone. There will be 6 16-plex structures, two-story. It will be connected to Country Club Rd and to the development to the South with access to 32nd Street. The new drive on Country Club will be about 1200 feet north of 32nd Street and about 4000 feet south of 20th St. Both streets have had improvements to handle the traffic. All public works, fire, building and zoning codes will be followed if annexed. Mr. Stephenson stated that his client could develop the property outside of the City with more relaxed codes in Jasper County. They spent time talking to the neighbors and are also planning to add screening and landscaping that is not required to keep the neighbors happy. The City Council action plans for the 26 fiscal year action item number 1 is to promote annexation and economic growth. Tax documents from the development to the south show that the property paid 25,000 dollars to Joplin schools. The vacant land paid 140. Annexation would have a positive economic

and housing impact. Ms. Harrington asked if the apartments would be low-income. Mr. Benson stated they would be market rate. Dr. Roseberg requested that the scope of this case discussion be limited to the annexation discussion.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-280
Planning & Zoning Commission recommends approving Case 028-25 (7 in Favor, 0 Opposed, 0 Absent)

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

**CASE 028-25: VOLLUNTARY ANNEXATION**

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

Wayne Stephenson, GB Engineering, 302 S Sergeant. Mr. Stephenson asked Mr. Bellairs if the next case was also associated with this tract, one for the annexation and one for the rezoning.

Mr. Bellairs stated that this is correct, that the cases will be treated separately as the annexation has to take place before the rezoning.

Mr. Stephenson thanked the Commission for their service. They are trying to annex 3.8 acres of land, along with a multi-family project. They come in as R-1 and have to rezone. There will be 6 16-plex structures, two-story. It will be connected to Country Club Rd and to the development to the South with access to 32nd Street. The new drive on Country Club will be about 1200 feet north of 32nd Street and about 4000 feet south of 20th St. Both streets have had improvements to handle the traffic. All public works, fire, building and zoning codes will be followed if annexed. Mr. Stephenson stated that his client could develop the property outside of the City with more relaxed codes in Jasper County. They spent time talking to the neighbors and are also planning to add screening and landscaping that is not required to keep the neighbors happy. The City Council action plans for the 26 fiscal year action item number 1 is to promote annexation and economic growth. Tax documents from the development to the south show that the property paid 25,000 dollars to Joplin schools. The vacant land paid 140. Annexation would have a positive economic and housing impact.

Ms. Phillips asked if that was an old strip pit, natural pond, or detention pond.

Mr. Stephenson said it is natural.

Mr. Rick Benson, the owner, stated that it is actually man made.

Mr. Stephenson said they are incorporating walking parks and dog trails into the site. He stated that they plan on incorporating stormwater into the site.

Mr. Bellairs stated that they will be presenting preliminary plans for the design which will include the stormwater plan, but that this may not be the final plan as stormwater detention will need to be within the boundaries of the annexed property. Mr. Bellairs stated that the site plan will include property that is not being annexed, but that will fluctuate from the final plan.

Ms. Harrington asked about the price point on the apartments.

Mr. Stephenson said these will be one and two bedrooms.

Mrs. Harrington asked if this is low-income?

Rick Benson, property owner, PO box 2283 stated these are market rate and are not subsidized, for working class people.

Dr. Rosenberg asked that this case be tailored to the annexation discussion, not rezoning.

Ms. Phillips thanked Mr. Benson for annexing prior to building.

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

**DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 8-25. THIS MOTION WAS SECONDED BY MR SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
# Voluntary Annexation

**CASE 028-25** A request to voluntarily annex property into the City of Joplin

**LOCATION** The Southeast corner of the intersection at W Adobe Ln and Country Club Dr

**APPLICANT** RBC Holdings

## EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| N/A (Jasper, MO) | Vacant | Approximately 8 acres |

## DISCUSSION

This property lies at the intersection of Country Club and Adobe Ln. The owner is wishing to develop this into a multi-family project for apartment buildings.

**Staff recommends approval of Case 028-25.**

## ENCLOSURES

- Map of area to be annexed
- Application

**BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI**

**PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.**

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

SW Corner of West Addue Lane
& S. County Club Drive

STATE OF Missouri )
) ss:
COUNTY OF Jasper )

On this 12 day of Aug 20 25 before me appeared
Richard Benson
, to me known to be the president
of VBC enterprises limited Inc
, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Nanthini K. Yeary

My commission expires: October 16th, 2027

NANTHINI K YEARY
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Oct. 16, 2027
Commission # 15999886

# Voluntary

# Annexation Application

**Corporation**

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

**Office Use Only**

Case No.: 028-25
Filing Fee: $0.00
Received: 8/1/25
Proj. No.: 0.25-48

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

Owner Name: RBC Holdings Phone No. 417-206-4100

Email: rick@rickbensonconstruction.com

Applicant Name: Rick Benson Phone No. 417-206-4100

Email: rick@rickbensonconstruction.com

Mailing Address: 4005 W 32nd St, Joplin, MO 64804

Annexation Property Location: SW Corner of West Adobe Lane and S. Country Club Drive

Present Use of Property: Vacant land

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

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: 6

Apartment complex units: 96

Name of water provider, or list 'well': Mo American Water

Name of sewer provider, or list 'septic': City of Joplin

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

Business #1

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

# REQUIRED VOLUNTARY ANNEXATION INFORMATION

**JOPLIN**

FINANCE DEPARTMENT

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

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

**Property Owner Name:** Rick Benson - RBC Holdings **Telephone Number:** 417-206-4100

**Property Address:** SW corner of the intersection of W Adobe Lane and S Country Club Drive

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

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

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

**Business #1:**

**Business Name:** ____

**Business Mailing Address:** ____

**Name of Owner or Manager:** ____

**Business Contact Phone Number:** ____

**Is the Property Leased to the Business?** ____ Yes ____ No

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

**Does the business sell retail items?** ____ Yes ____ No

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

**Does the business sell liquor?** ____ Yes ____ No

**Business #2:**

**Business Name:** ____

**Business Mailing Address:** ____

**Name of Owner or Manager:** ____

**Business Contact Phone Number:** ____

**Is the Property Leased to the Business?** ____ Yes ____ No

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

**Does the business sell retail items?** ____ Yes ____ No

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

Does the business sell liquor? _____ Yes _____ No (Over)

**Business #3:**

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

**Business #4:**

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

**/MENTS**

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

**If Yes,** how many

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

Do you plan to build residential living units on the property ___x____Yes _____No

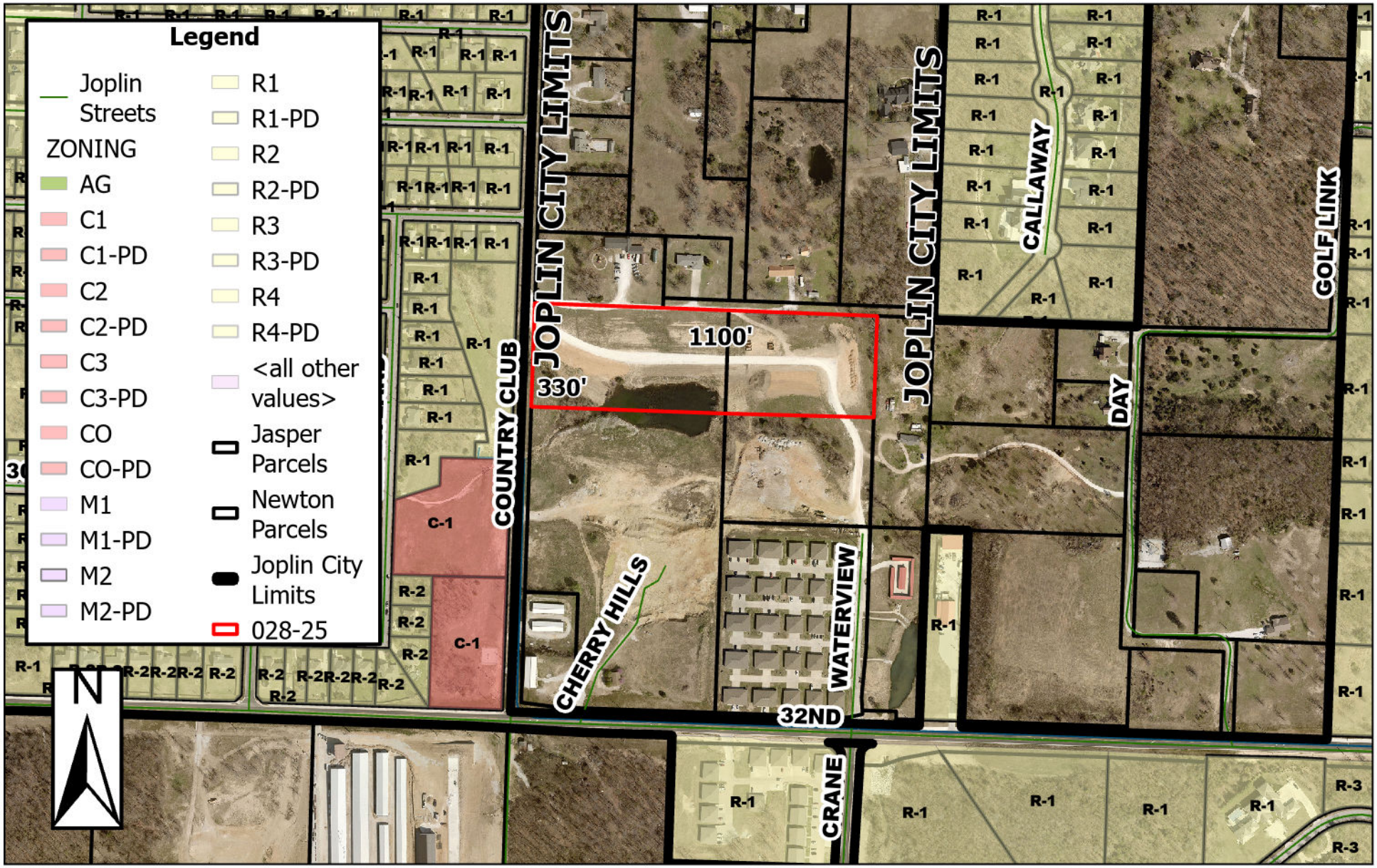
**If Yes**, how many

| | | |
|---|---|---|
| Single-family house(s) | _____ | Amount |
| Duplex(s) | _____ | Amount |
| Tri-plex(s) | _____ | Amount |
| Apartment House(s) | 6 | Amount |
| Apartment Complex(s) | _____ | Amount |

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

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

# Case 028-25: Voluntary Annexation




The Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street) – Voluntary Annexation – A request to voluntarily annex property into the corporate limits of the City of Joplin – RBC Holdings

0 155 310 620 930 1,240 Feet

P & Z Case 028-25
RBC Holdings
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-280 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street), Jasper County, Missouri.

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

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

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

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

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

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

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

**ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 330.00 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. ALL THAT PART**

**OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.**

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-281 – Rezoning

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 029-25: The Southeast corner of the intersection at W Adobe Ln and Country Club Dr – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments – RBC Holdings

**BACKGROUND:**

The owner of the property is seeking to annex this site into the City limits and rezone to construct apartments.
The developer scheduled a meeting to discuss the project with the residents on 6/12/25. The comments that were heard were concerns regarding screening and the apartment tenants trespassing. The developer stated that they could look into installing a fence to alleviate these concerns. There were also some comments about stormwater run-off, which the civil engineer is working on addressing for the project. Stormwater infrastructure will be required to meet the City of Joplin standards.
There was a follow-up meeting on 7/2/25 with one of the residents that could not attend the original meeting. The same concerns were expressed by this resident as the ones heard at the June meeting.
Sanitary sewer will also be extended as part of this project, benefiting surrounding property owners by reducing the costs to connect to public sewer by the developer's extension of the main. There was a typo in the staff report which stated City utilities were in place.

**PLANNING & ZONING COMMISSION TESTIMONY:**

Mr. Stephenson said he will defer to the previous case minutes for testimony. Mr. Stephenson presented the site plan concept and explained the access points. Mr. Bellairs stated that the plan is a concept and that the stormwater detention basin will likely move. Mr. Stephenson explained that the stormwater detention is required to be within the part of the property that is within City limits.

**PUBLIC COMMENT;**

The residents to the North and East of the property protested because of stormwater concerns, and losing the natural view that is there now. Mr. Bellairs explained that the property owners to the north are at a higher elevation, and that the water runs south onto the subject property. The county does not have stormwater development requirements for added impervious areas. Mr. Stephenson and Mr. Bellairs explained how the City's stormwater regulations require the developer to account for run-off. Dr. Rosenberg asked if the protest petitions were located in the County. Mr. Bellairs stated they were. Dr. Rosenberg asked if they did not impact the vote. Mr. Bellairs stated that the state statute still accounts for them towards the protest percentage, and that the county properties still count. Mr. Teeter explained that they are located to the East of the site and are within City limits. Mr. Bellairs added that the screening being proposed is not a requirement adjacent to county properties, but that the developer is proposing to add trees and fencing to provide screening for adjacent property owners in the county.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-281
Planning & Zoning Commission recommends approving Case 029-25 (7 in Favor, 0 Opposed, 0 Absent)

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

**CASE 029-25: REZONING**

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

Wayne Stephenson, GB Engineering, 302 S Sergeant. Mr. Stephenson stated he will defer to the previous case minutes for this case. Mr. Stephenson presented the site plan concept. They will provide fire protection and stormwater facilities. Mr. Stephenson explained the road connection and access points.

Mr. Bellairs stated that Mr. Stephenson had mentioned screening along the northern property, Mr. Bellairs stated that if he was correct, that was determined to be added after the site plan was created, so that revision is not reflected in the site plan presented.

Mr. Stephenson confirmed this.

Ms. Phillips mentioned that one of the protest petitions mentioned “blocking the view.” “We do not with the natural landscape to be out of our view for our house. - 4093 W Adobe.” She does not know which one that house is.

Mr. Bellairs stated that the property owners that protested were north of the site, the three owners along the north boundary.

Ms. Klue-Michael asked if there was a road separating these homes from the site.

Mr. Bellairs stated that there is a privately owned and privately maintained road separating the sites.

Dr. Rosenberg stated that the main entrance is from Country Club Rd. But there is a service road to the East heading South. He asked if this is an existing road or proposed.

Mr. Stephenson stated that this is an existing gravel service road that will be paved and improved.

Dr. Rosenberg asked if there will be two points of egress.

Mr. Stephenson stated that Fire code requires them to, yes.

Dr. Rosenberg asked Mr. Stephenson if they own all of that land.

Mr. Stephenson said his client does, yes.

Ms. Phillips asked if that detention pond is staying.

Mr. Stephenson said yes.

Ms. Phillips asked if the City will take over Adobe.

Mr. Bellairs stated that Adobe will not be annexed with this case, and that it remains in the County and private.

Ms. Phillips stated it kind of looks like it is.

Mr. Bellairs stated that these parcel lines are not accurate.

Dr. Rosenberg asked if Adobe was in the City.

Mr. Bellairs stated they were not.

Dr. Rosenberg asked if the people protesting were in the City.

Mr. Bellairs stated that they are not within City Limits.

Dr. Rosenberg asked if they are within 185 feet.

Mr. Bellairs stated that they were.

Dr. Rosenberg asked if they do not count towards the protest.

Mr. Bellairs stated that state statute requires notices be sent to all owners within 185 feet, whether in the City Limits or not. They still count towards the protest percentage. Mr. Bellairs added that screening is not required adjacent to properties outside of City Limits, so that is something that the developer is doing on their own.

Ms. Klue-Michael asked about the 60 foot setback in Section 2 of the Zoning Code text amendment and if that would apply here.

Mr. Bellairs stated that that refers to Out-Buildings on single-family residential properties, but that will not be applicable here.

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

Michael Teeter, 2802 Calloway Ridge, spoke in opposition. Mr. Teeter stated that they are in City Limits to the East and NE. They stated they bought property thinking it would be single-family residential and are worried about water run off and traffic.

Liz Macy, 4093 W Adobe, spoke in opposition. One of the protest petitions was there. The view of their front yard will go away. The fence would be nice, but their view will be gone.  They are worried about water run-off. They are worried about a dip on their gravel road and that water runs down to the land they want to build on. She foresees water running down to the first apartment they want to build.

Mr. Kimble asked Mr. Bellairs to address water run-off.

Mr. Bellairs stated that any development in the city the developer is required to address storm water run-off in some form or another. Due to the size, the developer will be required to install a detention pond. Any development out in the county is not required to address stormwater, so run-off could be worse if they develop in the county. Mr. Bellairs stated he does not have the contours up but that the subject property is at a lower elevation than the properties to the north so the water will run south.

Mr. Stephenson confirmed this. They will have EPA water quality and detention requirements.

Mr. Kimble asked if this is built and next year there is run-off or erosion problems on Adobe, what are the next steps for the property owners.

Mr. Bellairs stated that would have to be discussed with public works and the stormwater engineer. But as part of the permit review, they would look at the detention area provided and ensure that it would capture the run-off based on the square footage of impervious area added.

Mr. Teeter stated that the pond will be in the county not the city. And that right now some of that water runs east to his property.

Mr. Kimble asked if the detention pond is in or outside city limits.

Mr. Stephenson said this is not a final design. The detention will be within city limits, which gives the City some authority as well.

Mr. Teeter stated that they voted to annex, but the proposed pond was not included with that.

Mr. Kimble stated that Mr. Stephens just stated that this will probably move. This is just a general layout. Mr. Kimble asked Mr. Benson to step forward.

Mr. Benson stated that the City requires the detention pond be in City Limits. The existing pond is fed from the Cedar Ridge subdivision. The additional run-off that will be created will be for whatever they generate with this development. There will be a minimal impact on additional water and it will all be within the City. Mr. Benson says he owns the “L” shape.

Ms. Phillips asked if the units on 32nd Street will be annexed.

Mr. Benson states it already is. These were constructed with an out of town sewer agreements.

Mr. Bellairs asked if Mr. Benson was referring to the Waterview apartments. He stated that he is not sure those are incorporated.

Mr. Benson stated that he thinks that there was a clerical error and the map may be wrong.

Dr. Rosenberg asked if “Cherry Hills” on the map is in the City.

Mr. Bellairs stated that this is not in the City.

**DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 9-25. THIS MOTION WAS SECONDED BY MR SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

# Rezoning Application

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

**Office Use Only**
Case No.: 029-25
Filing Fee: $600.00
Received: 8/1/25
Date Advertised:
Proj. No.: 25-049
Public Hearing Date: 9/8/25

Applicant: Rick Benson - RBC Holdings Phone No.: 417-206-4100

Address: 4005 W 32nd St, Joplin, MO 64804 Email: Rick@rickbensonconstruction.com

Owner: RBC Holdings- Rick Benson Phone No.: 417-206-4100

Address: 4005 W 32nd St, Joplin, MO 64804 Email: Rick@rickbensonconstruction.com

Location of Property: SW corner of the intersection of W Adobe Lane and S Country Club

Present Use of Property: Vacant Land

Proposed Use of Property: R3-Multi-family Apartmet

Current Zoning: Annexing into City as R1 Requested Zoning: R3

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Commercial Home Care Services and Single Family | Jasper County |
| South | Commercial, R3, and Vacant | Jasper County |
| East | Single Family | Jasper County |
| West | Country Club Drive / Stromwater Drainage / Single Family | R1 |

Character of the Neighborhood: Larger Single family development to the East (Cedar Ridge) with commercial and multifamily to the south. Mostly undeveloped rural land in the County.

**Relationship to Existing Zoning Pattern:**

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

If yes, explain: The land is in the County and does not have any zoning.

The annexation process brings land in at R1, we are rezoning to R3

**Conformance with Comprehensive Plan:**

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

**Traffic Conditions:**

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

Street(s) with Access to Property: S. Country Club Drive (to the West)

Secondary Fire Access to 32nd Street via S Waterview Lane (thru the south adjacent development)

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

**Subdivision Platting:**

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

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

Additional Platting Comments: _____

_____

_____

**Unique Characteristic of Property and/or Additional Comment:**

_____

_____

_____

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

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

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

**Signature:** _____ **Date:** 8-1-25

**Property Locations**: Undeveloped Land at the SE corner of Adobe Lane and S. Black Cat Road

See attached legal descriptions.

**Reasoning Statement for Rezone:**

This property is being simultaneously being annexed into the City limits. According to current City of Joplin zoning ordinances, the property will be annexed into the City as R1. To match the south adjacent property as a multi-family development, we are requesting to rezone to R3 to build apartments.

We are requesting annexation and rezone to R3 in order to provide 120 new units (eighty (80) 1-bedroom units and forty (40) 2 bedroom units) located within 10 new structures.

No adverse impacts to the exiting traffic patterns or surrounding roadway network.

The proposed development will connect into an existing multi-family development to the south thus allowing a secondary access for fire and emergency response personnel.

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 029-25** A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments.

**LOCATION** The SE corner of the intersection at W Adobe Ln and Country Club Dr

**APPLICANT** RBC Holdings

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 | Vacant | Approximately 8 Acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | County | County | R-1 | County |
| Land Use | Single-family homes | Single-family home | Apartments | Single-family homes |

### FUTURE LAND USE

The property is unidentified on the future land use map.

## TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| S Country Club Rd | Local | 60′ |

## UTILITIES

City Utilities are in place.

## FLOOD PLAIN

The property is not in the flood plain.

## STAFF ANALYSIS

### CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The North and South sides of 32nd St from S Country Club to Crane Dr includes apartments/multi-family development. The requested land use is consistent with the surrounding pattern of development.

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

The property's existing conditions, such as the pond and its size/orientation would make it exceedingly difficult to develop as a single family neighborhood, while staying compliant with the City's subdivision codes. However, single-family would also be a compatible use at this location. Still, Multi-family residential is the highest and best compatible use for the subject property.

### THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning district will not negatively impact surrounding properties. Currently, all of the single-family homes that are adjacent to this site are located in the County, with no zoning or use restrictions. The subject property is also currently located within the County, which means that there are very few regulations on what can or cannot be done. Even though this is being upzoned, it still puts protections in place for the surrounding property owners, through site development standards such as buffering and stormwater management. The annexation and rezoning will most likely benefit the surrounding property owners.

## DISCUSSION

The owner of the property is seeking to annex this site into the City limits and rezone to construct apartments.

The developer scheduled a meeting to discuss the project with the residents on 6/12/25. The comments that were heard were concerns regarding screening and the apartment tenants trespassing. The developer stated that they could look into installing a fence to alleviate these

concerns. There were also some comments about stormwater run-off, which the civil engineer is working on addressing for the project. Stormwater infrastructure will be required to meet the City of Joplin standards.

There was a follow-up meeting on 7/2/25 with one of the residents that could not attend the original meeting. The same concerns were expressed by this resident as the ones heard at the June meeting.

**Staff recommends approval of Case 029-25.**

**ENCLOSURES**

- Map of property
- Application

# CONCEPT LAYOUT
for
# WATERVIEW NORTH APARTMENTS

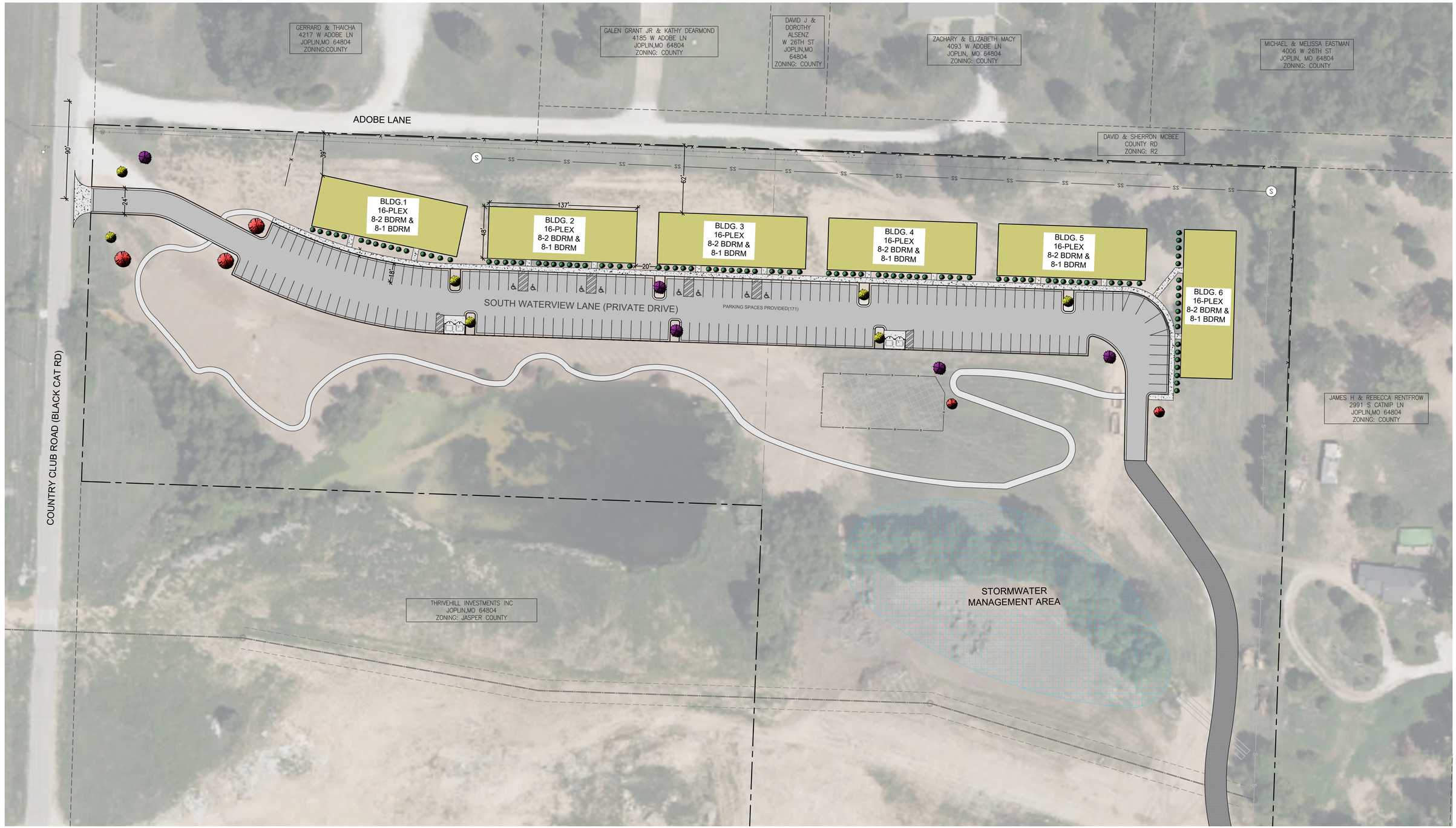
GRAPHIC SCALE
SCALE: 1" =100'



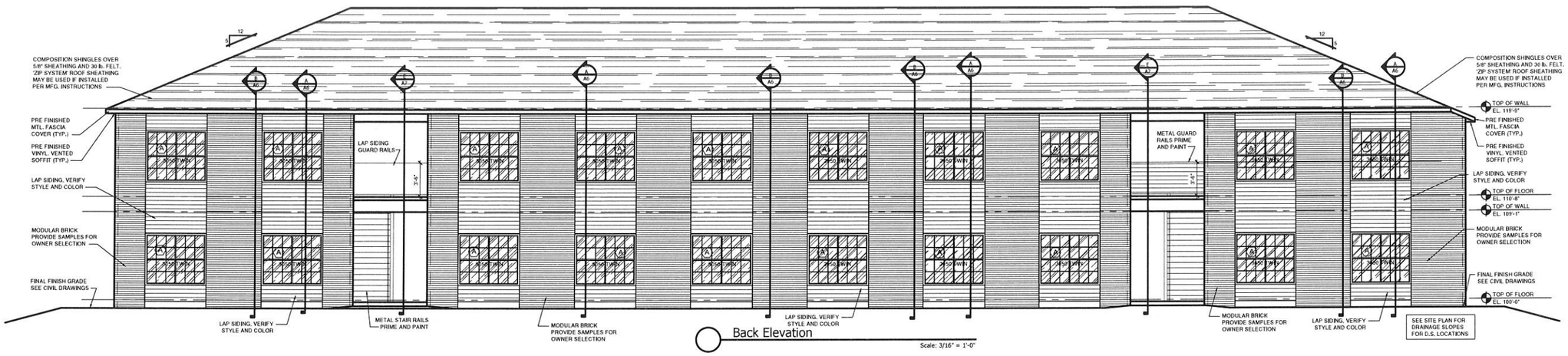

**EXHIBIT**

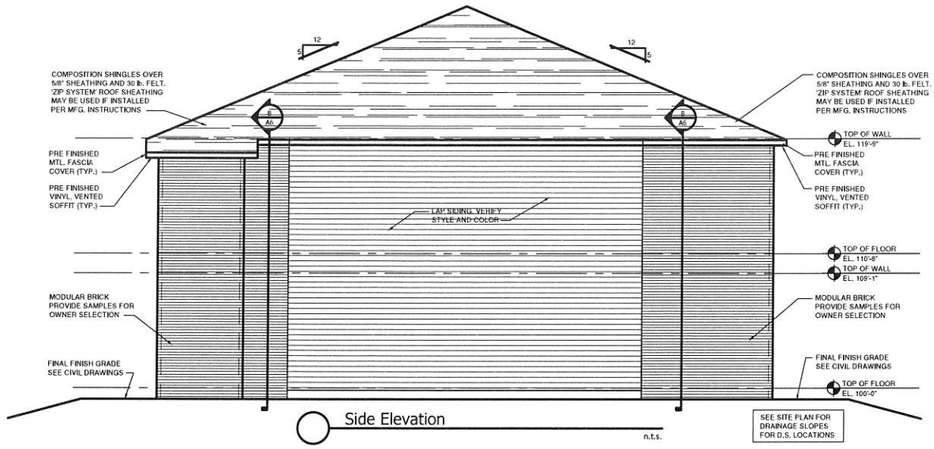
# CONCEPTUAL LAYOUT
for
# WATERVIEW NORTH APARTMENTS

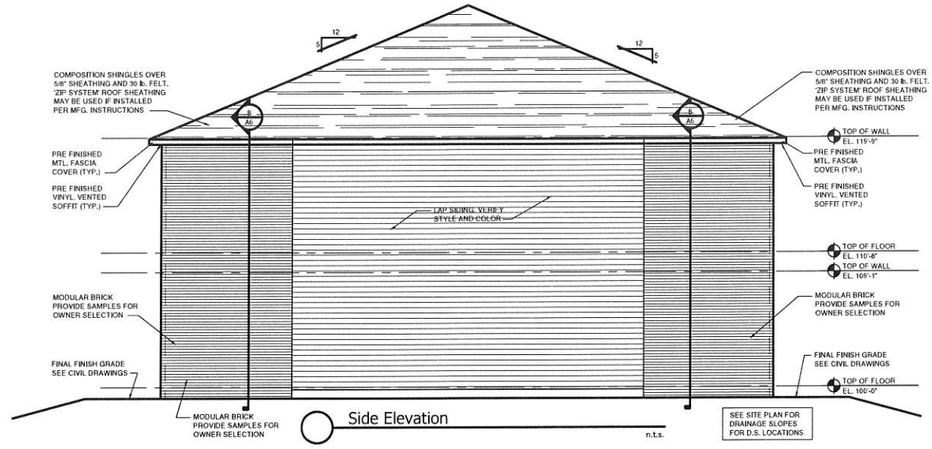
GRAPHIC SCALE
SCALE: 1" =40'

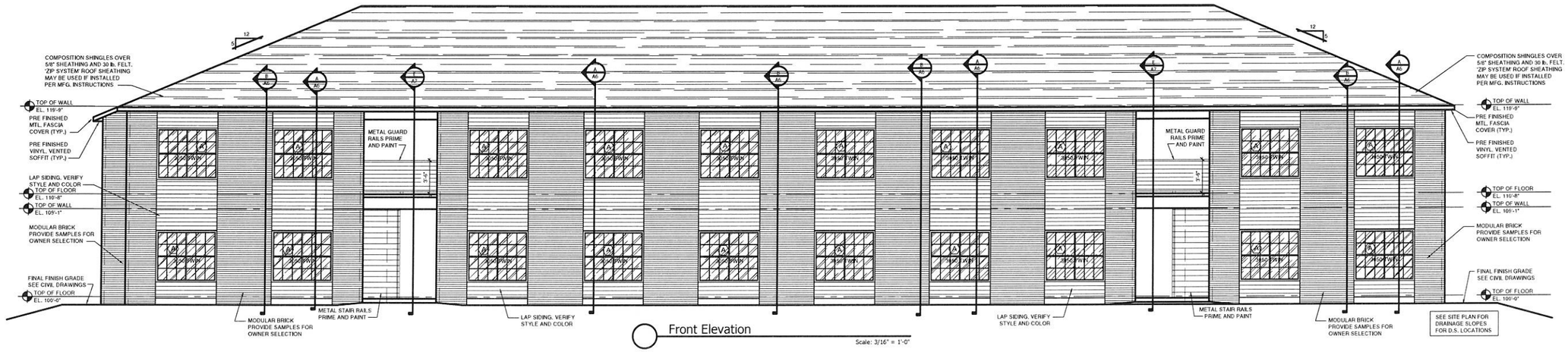



**EXHIBIT**




REVISED
December 11, 2020
March 30, 2021

TEAM 6 ARCHITECTURE L.L.C.
5526 West 32nd Street
Joplin, Missouri 64804
p. 417.622.4837 f. 417.622.4823
architecture@team6.us

T6A

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STANLEY WEAVER
NUMBER A-2008022761
ARCHITECT
STATE OF MISSOURI

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029661

A New Project for
RBC Enterprises Limited, Inc
Wildwood Ranch Joplin, MO
417.206.4100

DRAWN BY
CHECKED BY
DATE
March 2020
SCALE
As Indicated
JOB NUMBER
1924
Elevations

A5

| PROTEST RESULTS | |
|---|---|
| Council Bill No. | 3/25/2001 |
| Request: | Rezoning from R-1 to R-3 |
| Address: | SE Corner of W Adobe Ln and S Country Club Dr |
| Agent / Owner: | Rick Benson/RBC Holdings |
| Protest Occurrence: | 14.5530% |

**PETITION OF PROTEST**

I/We, the undersigned, presently own and/or reside on property located at 2767 S. Country Club Dr. _____ Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: I want to protest the rezoning of the property located at the Southeast corner of the intersection at W. Adobe Ln. & Country Club Dr. from single family to multi-family. I feel that putting apartments there will decrease my property value, invade my privacy, create noise & traffic on Country Club Dr. which is only a 2 lane road and already has too much traffic.

Name: Dorothy Alsenz Name: _____

Sign: Dorothy Alsenz Sign: _____

Address: 2767 S. Country Club Dr. Joplin, MO 64804

STATE OF Missouri )
) ss.
COUNTY OF Jasper )

On this 4 Day of September 2025, before me personally appeared Dorthy Alsenz

_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9-23-28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

**PETITION OF PROTEST**

I/We, the undersigned, presently own and/or reside on property located at 4093 West Adobe Lane Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: We do not wish for the natural landscape to be out of our view from our house. We wish to keep our privacy down our lane. The risk of water drainage down from Adobe to the land owned by Rick Benson is great. Water erosion has already happened. We also do not wish for our property value to go down.

Name: Elizabeth Ann Macy Name: _____

Sign: Elizabeth A. Macy Sign: _____

Address: 4093 West Adobe Lane

STATE OF Missouri )
) ss.
COUNTY OF Jasper )

On this 4th Day of September 2025, before me personally appeared Elizabeth Ann Macy to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, Missouri, the day and year first above written.

Araceli Budd

Araceli Budd

Notary Public

ARACELI BUDD
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: December 15, 2028
Commission #: 24442288

My Commission expires 12/15/2028.

**PETITION OF PROTEST**

I/We, the undersigned, presently own and/or reside on property located at 4185 W. Adobe Ln _____ Joplin, Missouri, and do hereby protest Case Number 29-25. We provide the following additional comments: I feel the re-zoning and building of Apartments (multi family) would cause property devaluation, its located at the SW corner of intersection at W. Adobe Ln it would cause too much street traffic, noise, possible threat to my safety and definite disruption of my peace and quiet

Name: Kathy DeArmond Name: _____

Sign: Kathy DeArmond Sign: _____

Address: 4185 W Adobe LN. Joplin, MO

STATE OF Missouri )
) ss.
COUNTY OF Jasper )

On this 4 Day of September 20 25, before me personally appeared _____
Kathy Sue Dearmond
_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9-23-28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

**PETITION OF PROTEST**

I/We, the undersigned, presently own and/or reside on property located at 4185 W. Adobe Lane Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: I Protest the Rezoning C-6 into the City and the building of multi family dwelling located at the SW Corner of intersection of Adobe Ln I feel this would decrease my property value. Cause safety and traffic concerns. Destroy wild life habitat. And disturb my right to peace and quiet in my own home.

Name: Galen Grant Name: _____

Sign: Galen Grant Sign: _____

Address: 4185 w. Adobe lane

STATE OF _____)
) ss.
COUNTY OF _____)

On this 11 Day of September 2025, before me personally appeared Galen Grant to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in 602 S. main St, Joplin, MO 64801, the day and year first above written.

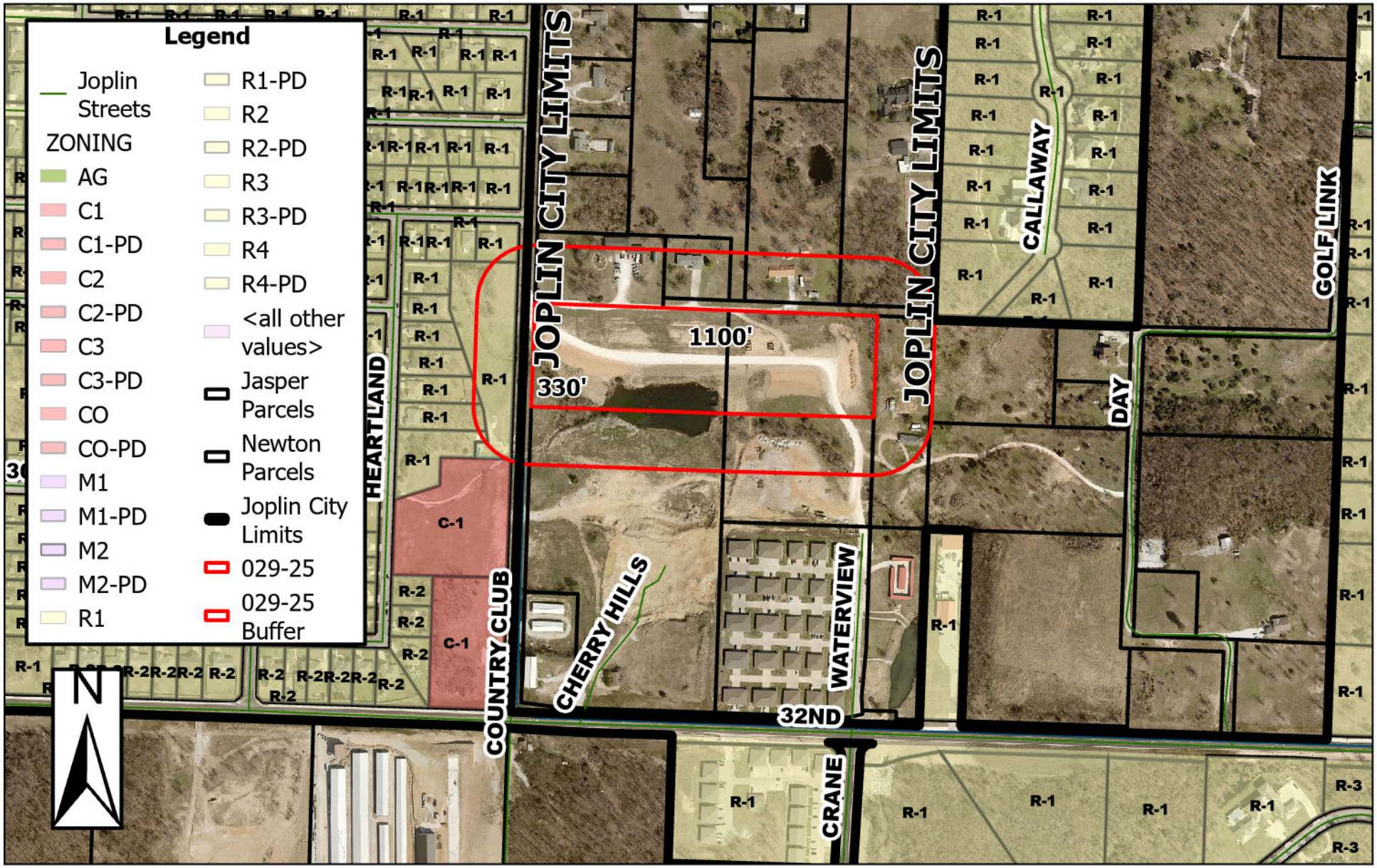
Michael Chase

Notary Public

My Commission expires _____.

MICHAEL A CHASE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: 9/25/2028
ID. #24260375

# Case 029-25: Rezoning




The Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street) – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments – RBC Holdings

0 155 310 620 930 1,240 Feet

P & Z Case 029-25
RBC Holdings
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-281 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Apartment House) property as described below and generally known as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from R-1 (Single-Family Residential) the following described property and including in District R-3 (Apartment House).

**ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 330.00 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.**

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-282 – Street Vacation

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 027-25: 130 S McKinley Ave – Street Vacation - A request to vacate a section of 1st Street, from Monroe Ave to McKinley Ave – Joplin Schools

**BACKGROUND:**

Joplin Schools recently purchased the houses north of their facilities at 130 S McKinley Ave. Their plan is to demolish these homes to construct a parking lot that will serve as the drop off/pick up loading and unloading for students. Their goal is to vacate 1st St and incorporate this into the design. 1st Street is not a thorough street so there should be no negative impact on traffic. All property utilizing this section of 1st St is owned by Joplin Schools.

The utilities have indicated that they wish for easements to remain. This will be a vacation of right-of-way only and no permanent structures will be permitted within the easement.

**PLANNING & ZONING COMMISSION TESTIMONY:**

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave. Joplin schools has acquired the properties north of 1st Street. Their desire is to enhance the site to allow better traffic flow, off-street, for parent pick up/drop off. By vacating 1st Street from Monroe to McKinley, they will be able to open a processing queue for better traffic. Mr. Petit stated that utilities will be left alone. The Commission inquired about the demolition and occupancy status of some of the homes where the parking lot will be located.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-282
Planning & Zoning Commission recommends approving Case 027-25 (7 in Favor, 0 Opposed, 0 Absent)

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

**CASE 027-25: VACATION**

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

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave. Joplin schools has acquired the properties north of 1st Street. Their desire is to enhance the site to allow better traffic flow, off-street, for parent pick up/drop off. By vacating 1st Street from Monroe to McKinley, they will be able to open a processing queue for better traffic. Mr. Petit stated that utilities will be left alone.

Mr. Bellairs added that this is a right-of-way vacation only, utility easements will remain.

Dr. Rosenberg asked if all of the houses were coming down.

Mr. Petit stated that is correct. They currently have the structures under advertisement for bid, otherwise they will be abated and demolished.

Dr. Rosenberg said he thought they were all vacant.

Mr. Petit stated that 3 of the 4 that are standing were vacant for the month of August and the other one became vacant at the tail end of August.

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

**DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 7-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

# 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.: V27-25
Filing Fee: $600.00
Received: 7/24/25
Date Advertised:
Proj. No.: 25-047
Public Hearing Date: 9/8/25 (P2)

Applicant: Joplin Schools - Dave Pettit Phone No.: (417) 625-5300 x 2101

Address: 1301 S. Picher Ave Email: davepettit@joplinschools.org

Owner: Joplin Schools Phone No.: (417) 625-5300

Address: 1301 S. Picher Ave Email: davepettit@joplinschools.org

Location of Street or Easement: West 1st St. Between S. McKinley Ave and S. Monroe Ave

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.

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

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

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

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

**Signature:** _____ **Date:** 5/30/25

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

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

Case Number:_____
Applicant:_____
Phone:_____
Email:_____

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

*Located at:* _____

*For the following purpose:* _____

**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

06/05/2025
Date

AT&T
Name of Utility

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

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

*Be it known that* Joplin School District, *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:* Forest Ave between Rolla St. and Quicy St.

*Located at:* 2100 Rolla St., Joplin, MO 64801

*For the following purpose:* Construction of a new building addition and to vacate area already occupied by an existing building.

**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.

_____ 5/31/2025
Authorized Representative — Date

Republic Services
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:_____
Phone:_____
Email:_____

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

*Located at:* _____

*For the following purpose:* _____

**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.)
     We were informed that the homes will be demolished. If this is the case, then we have adjusted our routes accordingly to deem this street vacation a non-issue to ALLO.
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Chris Rowley (Fiber Design Manager) Chris Rowley — 6/2/2025

Authorized Representative — Date

ALLO Fiber

Name of Utility

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

June 3rd, 2025

Joplin Schools
Attn: Dave Pettit
1301 S. Picher Ave
Joplin, MO 64801

**Re: Vacation Request for 1st Street between S. McKinley Ave and S. Monroe Ave**

**Vacation:** 1st Street between S. McKinley Ave and S. Monroe Ave for rework of the parent drop off location.

Joplin Schools,

In response to Joplin Schools letter dated May 30th, 2025 relative to the above referenced vacation of 1st Street between S. McKinley Ave and S. Monroe Ave

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

Sincerely,

Alex Sammet (Jun 3, 2025 12:23 CDT)

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

TJF:MRS
cc: davepettit@joplinschools.org

Engineering Dept. Approval: Jose Arellano

System Planning Approval: Phil Cellitti
Phil Cellitti (Jun 3, 2025 14:13 CDT)

# 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:_____
Phone:_____
Email:_____

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

*Located at:* _____

*For the following purpose:* _____

**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] — Authorized Representative

5/30/25 — Date

Stormwater Utility — 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: JOPLIN SCHOOLS
Phone: 417-625-5300
Email: dswepettit@joplinschools.org

*Be it known that* Joplin Schools, *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:* W. 1st St. between S. McKinley Ave and S. Monroe

*Located at:* W. 1st St. between S. McKinley Ave and S. Monroe

*For the following purpose:* For Parent Drop off Location

**For Utility Use:**

1. Our utility has facilities or interest within this right-of-way:
   X Yes (proceed to #2) ☐ No (form complete)
2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   X will waive objections subject to the following conditions (describe below, or on separate sheet.)
   X Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: no construction on Easement. Allow 24 hour access to and maintain water line.

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

Authorized Representative — 6-21-2025 Date

Missouri American Water
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: _____
Phone: _____
Email: _____

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

*Located at:* 12 1st St. Between S. McKinley Ave and S. Monroe

*For the following purpose:* _____

**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: No permant structures within ten(10) feet of any of Liberty's facilities. All current rights will be retained.

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

[signature] — Authorized Representative

7/25/2025 — Date

Liberty Utilities — 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: _____
Phone: _____
Email: _____

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

*Located at:* W. 1st St. between S. McKinley Ave and S. Monroe

*For the following purpose:* _____

**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

7-24-25
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: _____
Phone: _____
Email: _____

*Be it known that* Joplin Schools, *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:* Vacation of 1st street between S. McKinley and S. Monroe for parent drop off location

*Located at:* Street between S. McKinley and S. Monroe

*For the following purpose:* for parent drop off location

**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.

_____ 06/03/2025

Authorized Representative — Date

Spire

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:_____
Phone:_____
Email:_____

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

*Located at:* _____

*For the following purpose:* _____

**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

6/24/25
Date

Sanitary Sewer
Name of Utility

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Vacation

**CASE 027-25** A request to vacate a section of 1st Street, from Monroe Ave to McKinley Ave

**APPLICANT** Joplin Schools

**REPRESENTATIVE** Dave Petit

**LOCATION** 130 S McKinley Ave

### EXISTING CONDITIONS

| Easement Type(s) | Easement Size |
|---|---|
| 1st St | Approximately 60'X375' |

### REASON FOR VACATION

Joplin Schools want to vacate 1st Street by removing public access and using it as part of their loading/unloading plan. They will develop the lots north of 1st Street as part of their parking/loading area.

### UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

The utilities have indicated that they wish for easements to remain. This will be a vacation of right-of-way only and no permanent structures will be permitted within the easement.

### UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No new utilities are planned to be located within the easement. Nevertheless, utility easements will be protected.

## DISCUSSION

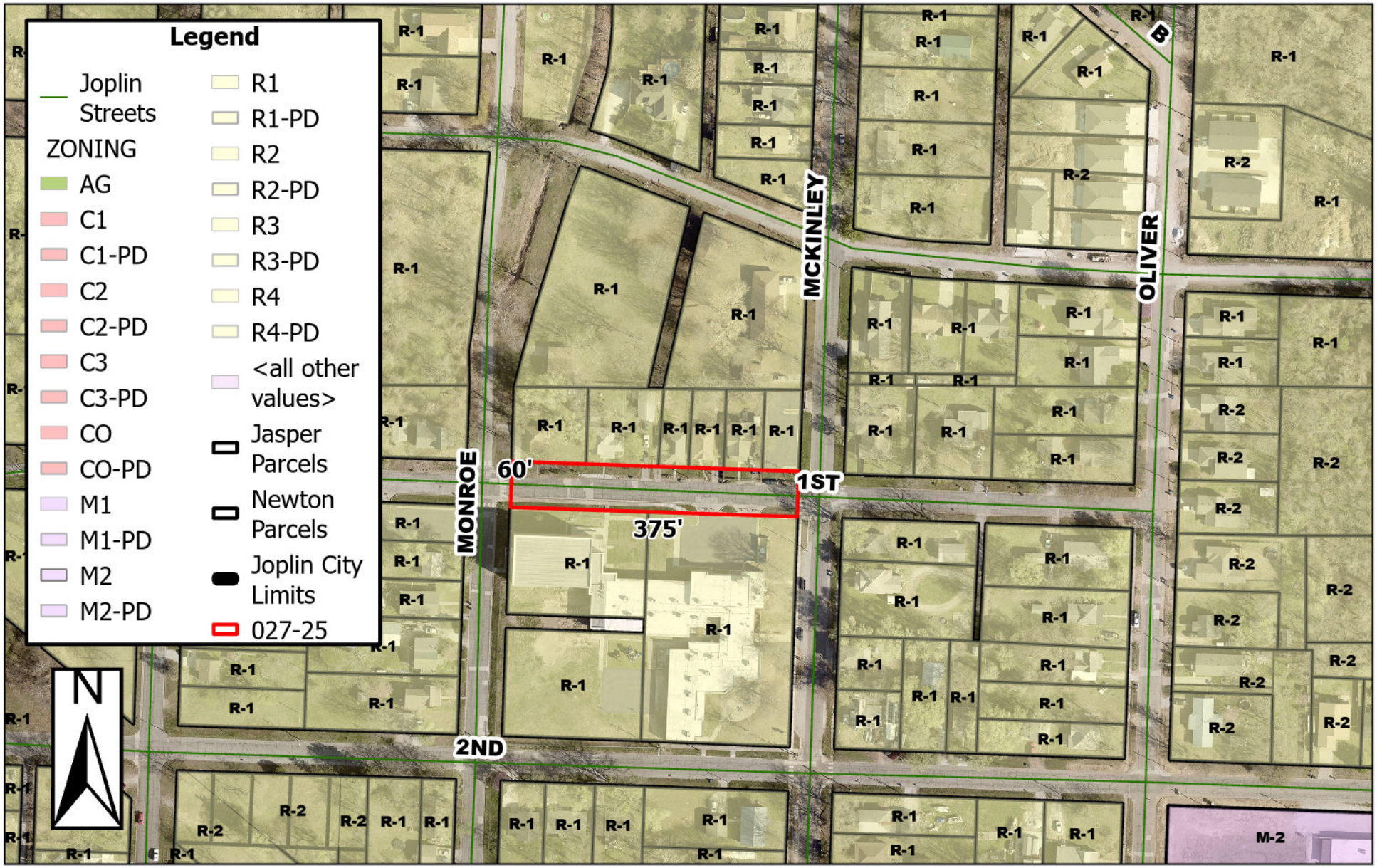
Joplin Schools recently purchased the houses north of their facilities at 130 S McKinley Ave. Their plan is to demolish these homes to construct a parking lot that will serve as the drop off/pick up loading and unloading for students. Their goal is to vacate 1st St and incorporate this into the design. 1st Street is not a thorough street so there should be no negative impact on traffic. All property utilizing this section of 1st St is owned by Joplin Schools.

**Staff recommends approving Case 027-25.**

## ENCLOSURES

- Application
- Map

# Case 027-25: Street Vacation




130 S McKinley Ave – Street Vacation – A request to vacate 1st Street from Monroe Ave to McKinley Ave – Joplin Schools

0 62.5 125 250 375 500 Feet

P & Z Case 027-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-282 ORDINANCE NO.

AN ORDINANCE providing to 1st Street from Monroe Ave to McKinley Ave, 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 part of a street at property described as 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

**A PORTION OF 1ST STREET TO BE VACATED THAT PORTION OF 1ST STREET BOUNDED ON THE EAST BY SOUTH MCKINLEY AVENUE; BOUNDED ON THE WEST BY SOUTH MONROE STREET; BOUNDED ON THE SOUTH BY LOTS 8 THROUGH 11 OF FARRARS ADDITION AND LOT 18 OF FOURTH STREET ADDITION; BOUNDED ON THE NORTH BY LOTS 32 AND 17 OF FOURTH STREET ADDITION; ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.44 ACRES (19,000 SQUARE FEET) MORE OR LESS.**

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

**ITEM:**
2025-283 – Rezoning

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 026-25: 901 N Florida Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station – Lions Realty

**BACKGROUND:**

The owner of the property is seeking to build an addition to the existing gas station. Half of the property is zoned C-1 PD, and the other half is zoned M-2. Gas stations are not a permitted use under C-1 (Neighborhood Commercial). Rezoning permits the use by right and allows them to construct the addition. It also downzones the M-2 portion of the property to a zoning district that is compatible with retail commercial.

**PLANNING & ZONING COMMISSION TESTIMONY:**

Wayne Stephenson presented the case. Mr. Bellairs added that the request is consistent with the future land use and comprehensive planning for the City of Joplin.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends approving Council Bill 2025-283
Planning & Zoning Commission recommends approving Case 026-25 (7 in Favor, 0 Opposed, 0 Absent)

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

**CASE 026-25: REZONING**

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

Wayne Stephenson, 302 S Sergeant, with GB Engineering, represented the case. Mr. Stephenson said this is a cleanup to rezone the entire site to C-3 from C-1 PD and M-2 for an addition to an existing gas station.

Mr. Bellairs stated that the Future Land Use map categorizes much of this area as Retail Commercial, so while much of the area is zoned Heavy Industrial, C-3 is a compatible district with the City's future land use plans.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

**MRS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 026-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

# Rezoning Application

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

**Office Use Only**
Case No.: 026-25
Filing Fee: $600.00
Received: 7/28/25
Date Advertised:
Proj. No.: 25-046
Public Hearing Date: 9/8/25 (PZ)
10/6/25 (CC)

Applicant: Sunaib Lalani Phone No.: 469-579-9755

Address: 901 N Florida, Joplin, MO 64801 Email:

Owner: Lions Realty Phone No.: 469-579-9755

Address: 3525 Newman Rd Joplin, MO 64801 Email:

Location of Property: Approx 300' south of the SE corner of McKinley and w 4th Street

Present Use of Property: Convenience Store

Proposed Use of Property: Convenience Store

Current Zoning: M2 + C-1 PD Requested Zoning: ~~C1~~ C-3

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Rental Properties, Residential | C0 |
| South | Newman Rd / Industrial | Public Right of Way / M2 |
| East | Joplin Fire Station | M2 |
| West | Convenience Store | C1-PD |

Character of the Neighborhood: Industrial area from Range Line to Florida along Newman Rd

Currently containing a convenient store. A portion of the property is zoned M-2.

**Relationship to Existing Zoning Pattern:**

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

If yes, explain: A building addition is proposed to existing convenience store.

We cannot permit M2 development in C1 zoning.

**Conformance with Comprehensive Plan:**

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

**Traffic Conditions:**

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

Street(s) with Access to Property: Existing access locations will be used.

Classification of Street(s):

Arterial ☐ Collector ☒ Local ☐

Right-of-Way Width: 60'

**Subdivision Platting:**

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

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

Additional Platting Comments: _____

_____

_____

**Unique Characteristic of Property and/or Additional Comment:**

A portion of the property is still zoned M2 and is being cleaned up

to match the rest of the property zoning.

_____

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

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

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

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

**Property Location**: 901 North Florida Ave – Red Apple Mart

See attached legal descriptions.

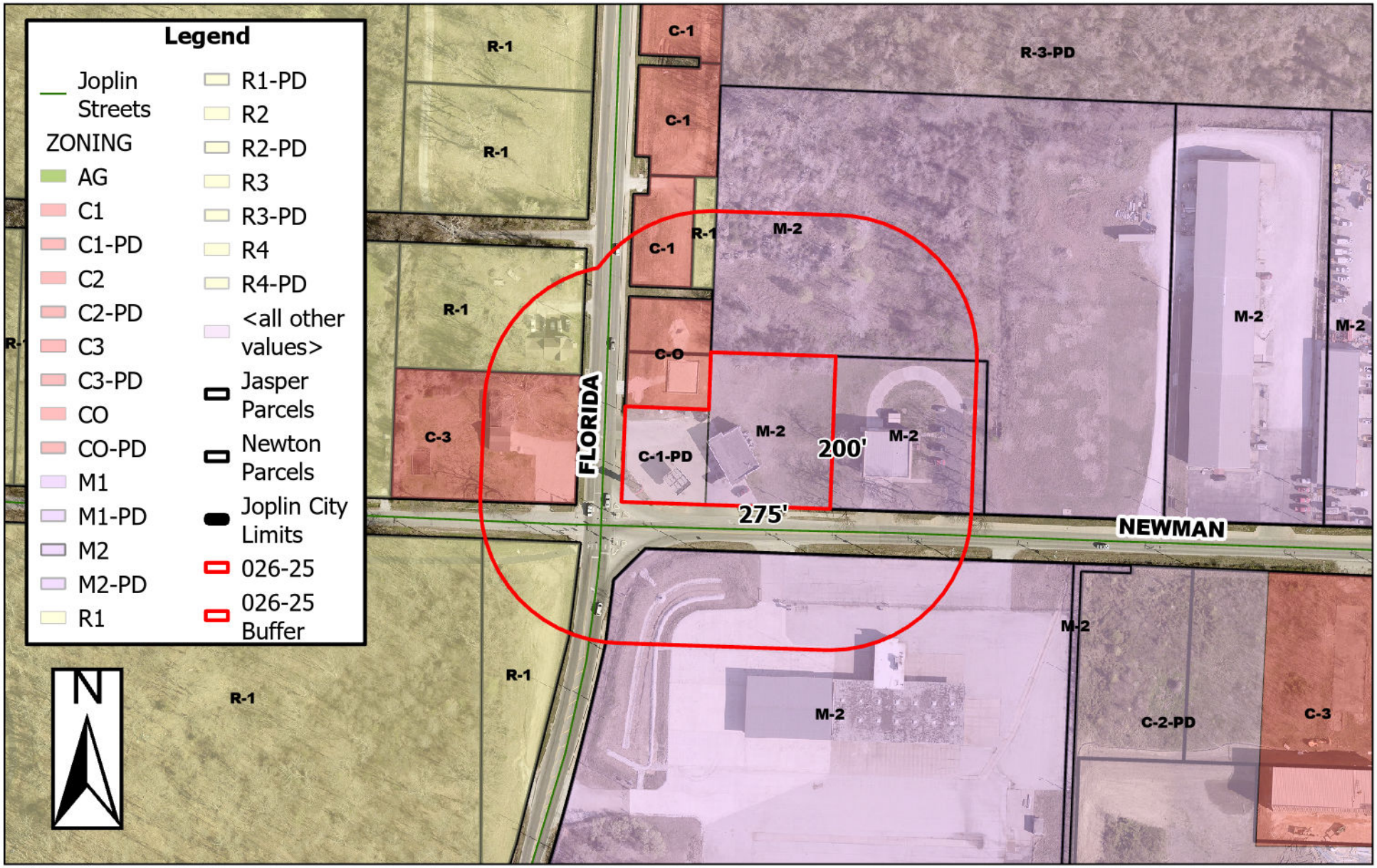
**Reasoning Statement for Rezone:**

Red Apple Mart is proposing to construct a new building addition within their current site located at 901 North Florida Avenue. A portion of the existing site is still zoned M2 from original subdivision platting.

We are requesting to rezone the entire property to C1, to match the existing zoning of the site.

The existing traffic patterns will remain, with no adverse impacts to traffic or surrounding roadway network.

# Case 026-25: Rezoning




901 N Florida Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station – Lions Realty

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 026-25** A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station.

**LOCATION** 901 N Florida Ave

**APPLICANT** Lions Realty

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### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| M-2 & C-1 PD | Gas Station | Approximately 1 Acre |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | M-2/CO | M-2 | M-2 | C-3 |
| **Land Use** | Vacant/Duplex | Public/Civic | Shipping/Warehousing | Retail |

### FUTURE LAND USE

The property is identified as Retail Commercial on the future land use map.

## TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E Newman Rd | Arterial | 60′ |
| N Duquesne Rd | Arterial | 60′ |

## UTILITIES

City Utilities are in place.

## FLOOD PLAIN

The property is not in the flood plain.

## STAFF ANALYSIS

### CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, C-3 is a compatible zoning district with the Retail Commercial Future Land Use, as outlined in the Comprehensive Plan.

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

Heavy Industrial is better suited for more remote locations, not in close proximity to commercial and residential traffic. At the intersection of two Arterial streets, C-3 is the highest and best use for the subject property.

### THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning district will be less intensive than heavy industrial and will not detrimentally affect nearby properties.

### DISCUSSION

The owner of the property is seeking to build an addition to the existing gas station. Half of the property is zoned C-1 PD, and the other half is zoned M-2. Gas stations are not a permitted use under C-1 (Neighborhood Commercial). Rezoning permits the use by right and allows them to construct the addition. It also downzones the M-2 portion of the property to a zoning district that is compatible with retail commercial.

**Staff recommends approval of Case 026-25.**

### ENCLOSURES

- Map of property
- Application

P & Z Case 026-25
Lions Realty
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as 901 N Florida Ave, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) the following described property and including in District C-3 (Commercial).

**ALL OF LOTS NUMBERED SEVEN HUNDRED THIRTEEN (713), SEVEN HUNDRED FOURTEEN (714), SEVEN HUNDRED FIFTEEN (715) AND SEVEN HUNDRED SIXTEEN (716) IN CASTLE ROCK SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF AND A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT NUMBERED SEVEN HUNDRED SIXTEEN (716) IN CASTLE ROCK SUBDIVISION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH ALONG THE EAST LINE OF LOT 716, 89.0 FEET TO THE NORTH LINE OF NEWMAN ROAD, THENCE EAST 151.0 FEET, THENCE NORTH 200.0 FEET, THENCE WEST 150.36 FEET, THENCE SOUTH 111.0 FEET TO THE POINT OF BEGINNING EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES AND ALL OF THE SOUTH ONE-HALF (S1/2) OF VACATED 19TH STREET LYING NORTH OF AND ADJOINING LOTS NUMBERED 713 TO 716, BOTH INCLUSIVE, IN CASTLE ROCK SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. AND ALL OF THE NORTH ONE-HALF (N1/2) OF VACATED 19TH STREET LYING SOUTH OF AND ADJOINING LOTS NUMBERED SEVEN HUNDRED FORTY-THREE (743), SEVEN HUNDRED FORTY-FOUR (744), SEVEN HUNDRED FORTY-FIVE (745) AND SEVEN HUNDRED FORTY-SIX (746) IN CASTLE ROCK SUBDIVISION, NOW KNOWN AS PINKY PROMISE ADDITION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-284 – Final Plat

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 031-25: West of the intersection of N St Louis Ave and Reed St – Final Plat - A request to review a final plat – Schuber Mitchell Homes

**BACKGROUND:**

The proposed plan is to install the third subdivision phase for the Emerald Glades Subdivision. This subdivision was approved under the previous zoning code and was part of a planned development for smaller lot sizes in an R-1 District. There are 48 lots planned for this phase.

**PLANNING & ZONING COMMISSION TESTIMONY:**

Lillian Bryant, with OWN engineering, represented the case. She stated that there were 48 lots in this phase. Mr. Bellairs stated that the Commission has seen a couple of iterations of this. The most recent revision clarifies and outlines where the easements are and the sign easements. There were also some clarifications added on the boundary lines and one of the setback lines was not to scale. The commissioners discussed with the applicant how this subdivision would enter/exit onto the other streets and how it would connect to the adjacent subdivision.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:

Staff recommends approving Council Bill 2025-284
Planning & Zoning Commission recommends approving Case 031-25 (7 in Favor, 0 Opposed, 0 Absent)

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

**CASE 031-25: FINAL PLAT**

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

Lillian Bryant of 811 E 3rd Street, Joplin, Missouri, with OWN Engineering on behalf of Schuber Mitchell Homes stated they are proposing the third phase of Emerald Glades, one of six phases, on N St Louis, near Fountain. This is 48 lots, the exact same as the preliminary plat.

Mr. Bellairs stated that the Commission has seen a couple of iterations of this. The most recent revision clarifies and outlines where the easements are and the sign easements. There were also some clarifications added on the boundary lines and one of the setback lines was not to scale.

Dr. Rosenberg asked if all exits were on to St Louis.

Ms. Bryant stated yes.

Dr. Rosenberg asked if they have property onto Fountain Rd that it will connect to.
Ms. Bryant explained that Phase 6 of Emerald Glades will connect to Phase 2 of the other subdivision on Fountain Rd.

Arturo Levo, Schuber Michtell Homes, 1835 W 12th St. He explained this phase is south of phase 2, and north of that is phase 1 on E White Oak St. Phase 1 is completed and Phase 2 is being built.

Mr. Bellairs clarified where these connect and stated Dr. Rosenberg was correct that it will connect N St Louis to Fountain Rd.

Ms. Klue-Michael asked if this connects to another subdivision or another road.

Ms. Bryant stated that it connects to another subdivision.

Ms. Klue-Michael asked if the people in this subdivision want to exit on Fountain Rd, will they have to go through another 82 houses.

Ms. Bryant stated that this is correct.

Mr. Bellairs added they are providing another outlet on the West side for future connections should surrounding property in the County be developed. Ms. Bryant confirmed.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

**DR. ROSENBERG MADE A MOTION TO APPROVE CASE 031-25. THIS MOTION WAS SECONDED BY MRS. HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Final Plat

**CASE 031-25** Final Plat Review

**NAME OF SUBDIVISION** Emerald Glades Phase 3

**LOCATION:** West of the intersection of N St Louis Ave and Reed St.

**APPLICANT:** Schuber Mitchell Homes

**PRESENT ZONING:** R-1 PD (Single-Family Residential, Planned Development)

**PRESENT LAND USE:** Vacant

---

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-1 PD | R-1 | R-1 PD | R-1 PD |
| **Land Use** | Single-Family Dwellings | Single-Family Dwelling | Vacant | Vacant |

**SUBDIVISION:**

| Number of lots |
|---|
| 48 |

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| N Michigan Ave | Local | 50′ |
| Osage St | Local | 50′ |
| N McKee Ave | Local | 50′ |
| Aster Ave | Local | 50′ |

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

No.

**UTILITIES:** All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

**FLOOD PLAIN:** N/A

**STAFF ANALYSIS:**

**DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?**

Yes (Pre-2022 Code).

**DISCUSSION:**

The proposed plan is to install the third subdivision phase for the Emerald Glades Subdivision. This subdivision was approved under the previous zoning code and was part of a planned development for smaller lot sizes in an R-1 District. There are 48 lots planned for this phase.

**Staff recommends approval of Case 031-25**

**ENCLOSURES:**

Applicant Material
Final Plat
Map

# Final Plat 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.: 031-25
Filing Fee: $0
Received: 7/25/25
Subdivision No.: 25-030
Proj. No.: _____

Applicant: OWN, Inc. Phone No.: 417.782.7399

Address: 811 E 3rd St. Joplin, MO 64804 Email: agonzalez@weareown.com

Owner: Schuber Mitchel Homes Phone No.: 417.680.4038

Address: 2340 S. Range Line Rd Joplin, MO 64804 Email: aelivo@schubermitchell.com

Location of Property: 3534-3318 N St. Louis Ave Joplin, MO

Present Use of Property: Residential Zoning: R-1-PD

Design Professional who Prepared the Plat: Ron Wallace

Phone No.: 417.782.7399 Email: rwallace@weareown.com

Name of Subdivision: Emerald Glades Phase 3

Total Acres: 11.42 acres Total Lots: 48 lots

**Instructions:**
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

**To be shown on plat:** The following information is **required** to be shown on the plat.

| Yes | No | |
|---|---|---|
| ☒ | ○ | Name of the subdivision |

| | | |
|---|---|---|
| X | ○ | Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct |
| X | ○ | Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments |
| X | ○ | The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines |
| X | ○ | Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block |
| X | ○ | Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets |
| X | ○ | Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use |
| X | ○ | Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission |
| X | ○ | Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements |
| X | ○ | Name and address of the registered land surveyor preparing the plat |
| X | ○ | Scale of plat, 1" = 100' or larger, date or preparation and north point |
| X | ○ | Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated |

**Submission of Documents:** The following documents **must** be submitted in addition to this application.

| Yes | No | |
|---|---|---|
| X | ○ | Was the original on mylar, and 20 paper copies submitted? |
| X | ○ | Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive? |

| | | |
|---|---|---|
| ○ | ⊗ | Was a bond or letter of credit submitted? |
| ⊗ | ○ | Has certification been submitted stating that all taxes and special assessments due and payable have been paid? |
| ⊗ | ○ | Is the signature of owner(s) and, as necessary, mortgager(s) on plat? |
| ⊗ | ○ | Are dedications or reservations signed over on plat? |
| ⊗ | ○ | Has the surveyor preparing plat stamped and signed? |
| ⊗ | ○ | Has a copy of any deed restrictions or covenants been provided? |
| ○ | ⊗ | Are additional comments attached? |

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

**Signature:** Lillian Bryant **Date:** 7/24/2025

Recorded In Jasper County, Missouri
Recording Date/Time: 10/29/2024 at 12:55:51 PM
Book: 2736 Page: 10
Instr #: 2024014322
Type: REST
Pages: 21
Fee: $84.00 S 20240014226
Charlotte Pickering
Recorder of Deeds

**After Recording Return to:**
Schuber Mitchell Homes, LLC
3331 N. Rangeline Rd.
Joplin, MO 64801
866-499-8919

**Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri (All Phases in Subdivision)**

THIS Declaration of Covenants, Conditions and Restrictions, referred to herein as the "Declaration", is made this 29 day of October, 2024, by Schuber Mitchell Homes, LLC, a Missouri limited liability company, referred to herein as "Declarant", concerning the residential subdivision known as Emerald Glades Subdivision, referred to as "the Subdivision".

WITNESSETH

WHEREAS, the Declarant is the Owner of real property located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference, sometimes referred to herein as the "Property"; and

WHEREAS, the Declarant is in the process of developing and platting the aforesaid Property into a residential community, and contemplates subdividing such Property into individual, quality, single-family or multi-family Lots, and, in addition, contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the Subdivision and other amenities; and

WHEREAS, the Declarant desires that the entire Subdivision constitute a single-family and multi-family residential community, with rights and obligation toward the Ownership and maintenance of landscaped common areas at or near the entries to the Subdivision, as well as the signs identifying the Subdivision; and

WHEREAS, the total development of the Subdivision residential community will take several years;

WHEREAS, the Declarant desires to provide for building and use restrictions to promote and ensure that the Subdivision is a quality residential community, that all homes are constructed of quality materials and workmanship and are compatible with other homes in the Subdivision, and to protect the property values of all Owners within the Subdivision;

WHEREAS, the Declarant desires and aspires for the Subdivision to grow and mature into an environment where all members of Emerald Glades Subdivision feel a sense of comfort and belonging; and the Declarant additionally desires for each Owner to be friendly, respectful, trustworthy, and gracious to one another and that this Declaration facilitates and promotes such a sense of community.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Declarant hereby declares and subjects all of the Property described in Exhibit A, now known as Emerald Glades Subdivision, to the covenants, charges, assessments, conditions, and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Declarant and future Owners of the Property because of the interest of the Declarant and such future Owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

## STATEMENT OF DECLARANT'S INTENTIONS REGARDING THE SUBDIVSION

It is the Declarant's belief that good neighbors tend to share meals, tools, and phone numbers. Good neighbors keep their lawns, pets, noise levels, and gossip in check. In short, good neighbors look out for one another, are genuinely friendly, and trust that their fellow neighbors have their best interest at heart. The Declarant intends for the Owners to seek to be the best neighbors possible to one another, and in doing such, our community will continually strive to: (i) welcome new residents and foster and maintain those relationships, (ii) offer assistance when a neighbor is in either stated or apparent need; (iii) graciously receive help when a neighbor extends a hand; (iv) trust each other and assume the best in each interaction; (v) respect other families' property, time, and resources; and (vi) do our part to create a community where every resident loves coming home. Please, do to others as you would have them do to you.

## SECTION I
## CONCEPTS AND DEFINITIONS

The following words, whether or not capitalized, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

**"Amended Declaration"** shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

**"Architectural Control Committee"** or **"ACC"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

**"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

**"Assessments"** shall mean any charge levied against a Lot, Owner, etc. pursuant to this Declaration.

**"Association"** shall mean and refer to the Emerald Glades Home Owners Association, which shall be formed as an Missouri non-profit corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Subdivision and all of the Common Properties, administering and enforcing the Declaration, and otherwise maintaining and enhancing the quality of life within the Subdivision.

**"Board"** or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

**"Building Contractor"** shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the ACC under the provisions of Section II.

**"Bylaws"** shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Missouri Non-Profit Corporation Act or other applicable laws promulgated by the State of Missouri.

**"City"** shall mean and refer to the City of Joplin, Jasper County, Missouri.

**"Common Properties"** shall mean and refer to any and all areas of land within the Subdivision which are known, described or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, Street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The "**Common Properties**" shall also include any and all public right-of-way lands for which the City has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

**"Completion"** shall mean the date of the completion of construction of Dwellings on one hundred percent (100%) of the Lots in the Subdivision and the closing of the sale of one hundred percent (100%) of said Lots with the Dwelling constructed thereon.

**"Covenants"** shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

**"Days"** as used herein shall mean calendar days, with the exception of "business days" which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Missouri or the United States of America.

**"Declarant"** shall mean and refer to Schuber Mitchell Homes, LLC, and any or all successors and assigns thereof with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Schuber Mitchell Homes, LLC in and to the Subdivision; provided

however, no Person merely purchasing one or more Lots from Schuber Mitchell Homes, LLC or its successors or assigns in the ordinary course of business shall be considered a "Declarant."

**"Declaration"** shall mean and refer to this particular instrument entitled: "Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision, City of Joplin, Jasper County, Missouri," together with any and all amendments or supplements hereto.

**"Deed"** shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title in a Lot.

**"Development Period"** shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of Dwellings on seventy-five percent (75%) of the Lots in the Subdivision and the closing of the sale of seventy-five percent (75%) of said Lots with the Dwelling constructed thereon, or (b) the date the Declarant voluntarily terminates the Development Period by recording a written notice of such termination in the Records.

**"Director"** shall mean and refer to any duly elected member of the Board.

**"Dwelling"** shall mean and refer to any building or portion of a building situated upon any Lot that is designed and intended for Residential Use.

**"Front Yard"** shall mean and refer to (a) as to interior Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), and that potion of the side yard area exposed to the Street, between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

**"Improvement"** shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

**"Lot"** shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties. "Lots" shall mean and refer to more than one Lot.

**"Member"** shall mean and refer to each Resident or Owner, who is in good standing with the Association, who has filed a proper statement of residency with the Association, who has complied with all directives and requirements of the Association, and who otherwise satisfies the requirements set forth in Section II. B. hereof.

**"Owner"** shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot, excluding those having any such interest merely as security for the performance of an obligation.

**"Person"** shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

**"Plat"** or **"Plats"** shall mean and refer to the final Subdivision Plat or plats of the Subdivisions, which have been approved by the City and filed and recorded in the Records.

**"Property"** shall mean the real property, together with all improvements, easements, rights and appurtenances thereto, located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference.

**"Rear Yard"** shall mean the area to the rear of the house that is enclosed by fence.

**"Records"** shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Jasper County, Missouri, including the Map and Plat Records of Jasper County, Missouri.

**"Resident"** shall mean and refer to:

(a) each Owner of the fee simple title to any Lot within the Subdivision; and

(b) each Person residing within any part of the Subdivision who is a bond-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and

(c) each individual lawfully domiciled in a Dwelling other than an Owner or bona-fide lessee.

**"Residential Use"** shall mean and refer to any use and/or occupancy of any Lot as a dwelling by a single person, a couple, a single family or a permitted family size group of persons approved by the Board.

**"Streets"** shall mean the right-of-way of all private Streets, sidewalks and other rights-of-way situated within, and shown on the Plats, together with all pavement, curbs, Street lights, signs and related facilities thereon.

**"Structure"** shall mean and refer to: (a) any device or thing, other than trees, shrubbery (less than two (2) feet high if in the form of a hedge in respect to a Lot) and landscaping (the

placement of which upon any Lot shall not adversely affect the appearance of such Lot), including but not limited, to any Dwelling, building, improvement, parking facility or area, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge (more than two (2) feet high if in the form of a hedge in respect to a Lot), signboard or other living quarters or any temporary or permanent improvement to any Lot; (b) any excavation, fill or ditch; (c) with respect to Lots and, any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and (d) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the applicable ACC.

**"Subdivision"** or **"Subdivisions"** shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections or clarifications thereto.

**"Violations Committee"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II. D hereof.

**"Yard"** shall mean and refer to the area of the Lot located between the dwelling exterior and the streets and/or property lines for each Lot.

## SECTION II
## GOVERNING BODIES

A. **GENERALLY.** These Covenants shall be implemented by the Association, the Board of Directors of the Association and the Association's Architectural Control Committee and Violations Committee, as established herein.

B. **HOME OWNERS ASSOCIATION.**

1. **Membership.**

a. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing, and shall be bound by the terms and conditions of this Declaration, the Articles and Bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and Bylaws. Each and every Resident (who is not otherwise an Owner) may, but is not required to, be a non-voting Member of the Association. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member; however, a Member's privileges to use the Common Properties may be regulated or suspended as provided in this Declaration, the Bylaws, or the rules and regulations promulgated by the Board. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

b. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

c. Subject to the terms and conditions herein, an Owner is permitted to lease or rent any Dwelling owned by an Owner. However, any such lease or rental agreement: (i) shall be in writing; (ii) in no event shall have more than two (2) parties named on such lease or rental agreement; (iii) and in no event shall be entered into with more than one (1) family. Further, any lease or rental agreement entered into between an Owner and a tenant of a Dwelling must require compliance by the tenant and all occupants with all of the covenants, conditions and restrictions contained in this Declaration, the Articles, the Bylaws and any rules and regulations promulgated by the Board, from time to time, which provisions shall be for the express benefit of the Association. Upon entering into any lease or rental agreement entered into between an Owner and a tenant of a Dwelling, each Owner shall have an affirmative duty to provide any such tenant with a copy of this Declaration. Notwithstanding any such lease or rental agreement, the Association shall continue to notify Owner, and Owner shall continue to be directly responsible for, all assessments, liabilities and obligations under this Declaration. Additionally, all such leases and rental agreements shall comply with all applicable laws, including but not limited to zoning.

2. **Transfers.** The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale, assignment, or transfer of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser, assignee, or transferee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot and the name and address of the transferee or purchaser. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. On transfer, conveyance, or sale by any Owner of all of his or her or interest in any Lot, such Owner's membership in the Association shall thereon cease and terminate. An Owner of a Lot, by contracting to sell his Lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an Owner sells his Lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller or deliver to the seller a promissory note for the purchase price in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "Owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. The Articles of Incorporation and Bylaws of the Association, as may be amended from time to time, are incorporated by this reference to the same effect as if set forth word for word herein.

3. **Voting Rights.**

a. During the Development Period only the Declarant shall be able to vote as a Member of the Association.

b. Following the expiration of the Development Period all Members shall constitute the voting Members of the Association. The Owners of each Lot in good standing shall be entitled to one (1) vote per Lot. Where more than one Owner owns and holds a record fee interest in a Lot, either as joint tenants, tenants in common, or tenants by the entirety, for the purposes of voting at meetings of the Association or on issues submitted to the Members, said multiple Owners shall cast one vote collectively for each Lot owned.

c. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these Covenants or any rule or regulation promulgated by the Board or any portion of applicable laws, rules, regulations and ordinances; or (ii) delinquent in the full, complete, and timely payment of any assessments or charge which is levied, payable or collectible pursuant to the provisions of these Covenants, the Bylaws or any rule or regulation promulgated by the Board. The Board may suspend the voting rights of any Member who is not in good standing for any period during which such Member remains not in good standing. The preceding clause shall control over any provision of this Declaration to the contrary.

d. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

4. **Notice; Voting Procedures; Meeting.** Quorum notice and voting requirements of and pertaining to the Association may be set forth within the Articles and/or Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Missouri law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

5. **Matters Generally Subject of the Vote of Members.** Additionally, to the extent that the Board desires to encumber any portion of the Common Properties as security for payment of indebtedness incurred in respect to improvements to the Common Properties, the Board shall obtain the prior approval of the majority of Members.

6. **Registration with the Association.**

a. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident; (b) the name, address and telephone numbers of other local individuals who

can be contacted (in the event the Resident cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder.

7. **Other Matters.**

a. The official address of the Association is to be provided to all Members by the Board of Directors of the Association and shall remain so until changed by a majority of the Board of Directors of the Association, at which time the Association shall notify each Member thereon of the change in address.

b. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of all governmental authorities recognized in the City, the State of Missouri, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with such laws, regulations, ordinances, and the like, the same shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.

c. By written consent of a majority of the Owners of all the Lots within the Subdivision (one per Lot), the Association may be given such additional powers and duties as may be deemed necessary and reasonable, and by such vote, this Declaration may be modified or amended in any manner.

d. Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

C. **HOME OWNERS ASSOCIATION BOARD OF DIRECTORS.** The Board of Directors of the Association shall consist initially of two (2) directors, appointed by the Declarant. The initial directors shall each serve during the Development Period. At the end of the Development Period, the Declarant shall appoint three (3) replacement directors that are Lot Owners to serve staggered three (3), two (2) and one (1) year terms. Thereafter, as their respective term expires, each of the initial directors appointed by the Declarant shall appoint their replacements to each serve for a three (3) year term. Any director may resign at any time by notice to the Board. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining director(s). After the expiration of the terms of the directors, elections shall be held to fill each of the available seats, which shall thereafter serve three (3) year terms. All subsequent directors shall be Lot Owners. These elections will be held at called meetings upon giving ten (10) days' written notice to all Lot Owners, who may cast one vote for each platted Lot owned. The Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action. The Board of Directors shall have the authority to delegate any or all of its authority to a third-party property management service. Additionally, the Board of Directors may, at its option, employ and discharge a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, if necessary, all for the purpose of providing for the performance of the business, powers, duties, and obligations of the Board of Directors.

D. **ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To ensure that all Dwellings, Structures, Improvements and accessory or other buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other Dwellings, Structures, Improvements and accessory or other buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee. The Board may, in its sole discretion, elect to create the ACC or to serve as the ACC. Alternatively, the Board may elect to delegate the authority that would be granted to the ACC to a third-party property management service. If the Board shall elect to create the ACC, upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Declarant, who shall serve during the Development Period, following which time the Board of Directors of the Association shall assume its authority to designate no more than five (5) total members. Members, other than those initially appointed by the Declarant, shall serve three (3) year terms. No absentee Owner, other than the Declarant's appointed representative, may serve on the ACC. In the event of the death or resignation of any member of the ACC during the Development Period, the Declarant shall appoint a successor. After the Development Period ends, in the event of the death or resignation of any member prior to the expiration of his or her term, the Board of Directors of the Association shall appoint a successor to complete the term of the deceased or resigning member.

2. **Authority and Duties.**

   a. Any Owner seeking to construct a new home or other pertinent Structure, or to add or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC or third-party property management service, as applicable, for review. Submittals shall include building elevations and materials, building location or plat plan, finished lot elevation and grades, and exterior color scheme.

   b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the Improvements on the Lot, shall have been submitted to, and approved in writing by, the ACC or third-party property management service. In the event the ACC or third-party property management service, as applicable, fails to approve or disapprove said specifications within fifteen (15) days after written confirmation by the ACC or third-party property management service, as applicable, that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the Lot Owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.

   c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC or third-party property management service, as applicable, shall apply the building restrictions set forth below under Section III of this Declaration and any state or local regulation, law or code as applicable.

   d. Notwithstanding the foregoing provisions, the ACC or third-party property management service, as applicable, and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or third-party property

management service, as applicable, or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such Lot Owners' property or Improvements to be constructed.

E. **VIOLATIONS COMMITTEE.**

1. **Purpose and Structure**. The Board shall also serve as the Violations Committee, a function that may be delegated to a separate violations committee or to a third-party property management service. If the Board desires to create a separate Violations Committee, it shall appoint three (3) members, and the terms of such members shall be three (3) years. In the event of the death or resignation of a member, the Board shall have the authority to appoint a successor to complete the term of the deceased or resigning member.

2. **Procedure.** Any Lot Owner may file a written grievance with the Board or to the third-party property management service, as applicable, regarding a violation, or attempted violation, of these Covenants. The identity of the reporting Owner may, at the reporting Owner's election, remain anonymous, and in that case, no governing body of the Subdivision may disclose the identity of the reporting Owner.

3. **Enforcement.** Upon receipt of a substantiated complaint, the Board of Directors shall notify the offending party of the violation and request that it be rectified within ten (10) days. If the violation is not corrected within that time, after proper notice of the violation having been given, the Board of Directors shall proceed with reasonable diligence to seek judicial enforcement of its decision. In the event the Board seeks judicial enforcement, the offending Owner shall be held liable to the Board for payment of all costs incurred by it in seeking the enforcement of the Covenants, including attorney's fees.

## SECTION III
## BUILDING AND USE RESTRICTIONS

All Dwellings shall be stick built at the building site (no pre-manufactured housing) and shall be subject to the following requirements:

a. The exterior veneer of the Dwelling will be constructed of material which consists of brick, stucco, fiber cement siding, stone (including manufactured rock designed for exterior use), vinyl or other common exterior finishes for residential homes. Certain exterior architectural elements, including cedar or other decorative material, may be utilized.
b. 100% of the entire exterior of any Dwelling must be completed prior to any occupancy.
c. All garages shall be enclosed by doors.
d. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family or multi-family dwelling per Lot, plus any outbuilding or storage building used in connection with the single-family or multi-family dwelling.

e. A "storage building" will be allowed as long as it is in accordance with city codes and regulations and is located in the Rear Yard and behind a fence.
f. All construction shall be completed on any structure within 12 months from the beginning of construction.
g. All grading, seeding, sodding, and initial landscaping must be done within 2 months of completion of the construction of the Dwelling.
h. Landscaping must permit reasonable access to public and private utility lines and easements for installation and repair.
i. Except for typical garden hoses and common portable sprinklers that may be attached to such hoses, no pipes, hoses, sprinklers or other parts of any irrigation system for watering of landscaping on a Lot shall be visible above ground.
j. The owner of each Lot shall keep all weeds and grass thereon (and adjacent easements) cut in a sanitary, healthful, and attractive manner and shall in no event permit the accumulation of garbage or rubbish of any kind thereon.
k. All power and utility lines, television or coaxial cables, internet or fiber connections, and all other like wires and lines shall be brought in underground servicing each Lot to the dwelling, garage, or outbuilding on such Lot, unless otherwise indicated on the Plat and this Dedication Deed
l. The mailbox receptacles shall be either at centralized mailbox locations or individually provided by each Owner in a location and design as approved by the ACC that is consistent with the design of the neighborhood.
m. All driveways will be constructed of concrete including poured, stamped, or stained. No asphalt or other material will be allowed for driveway construction. The driveway is considered any part of the property that will park an automobile. It shall be maintained in a good state of repair.
n. Any swimming pool constructed in the Subdivision must be : (i) enclosed by a fence and located in the Rear Yard of any Lot and constructed or installed on the boundary line or property line of such Lot; and (ii) comply with any and all safety and fencing requirements of the City.
o. Fencing will be permitted, but the design of the fencing must be approved by the ACC. No chain link fencing is allowed.
p. All fences shall be installed and constructed on and along the properly lines of a Lot, unless (i) as may be otherwise prohibited by City codes and regulations; or (ii) as otherwise determined by the ACC in order to preserve or protect the functional use of any such fence, or Lot or Dwelling in the Subdivision, in the sole discretion of the ACC. All fences shall be maintained in such a manner as to prevent and remedy any unsightly deterioration or disrepair.
q. For the Dwellings that are located adjacent to the detention pond in the Subdivision (the "Detention Pond"), any fence installed or constructed on the boundary line or property line of the Lot adjacent to or closest to the Detention Pond shall be a "black pool fence," an aluminum panel fence of four (4) feet in height, constructed of 4 ft. x 5 ft. panels painted black, or as otherwise may be approved by the ACC in the sole and absolute discretion of the ACC.
r. The established grade of a Lot is not to be changed by any individual as to adversely affect the adjacent property owner. All grading and site work during the Development Period must be approved by the Declarant and after the Development Period, must be approved by the Board.
s. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall be kept in sanitary containers designed for that purpose and kept in a clean and sanitary condition. No incineration or open burning of rubbish, trash, garbage or other waste shall

be permitted. All trash receptacles shall be stored in the Rear Yard, in the garage, or in another location that is not visible from the street, except on the day of trash service.

t. An owner of a vacant Lot is responsible for the removal of any debris, unsightly underbrush, weeds, or unsightly vegetation.

u. Recreational vehicles including camping trailers, boats, motor homes, and the like shall never be permanent and can be parked for no longer than twenty-four (24) hours in the front of any Lot, driveway or street. No mobile or manufactured homes are allowed. No trailer of any type, including but not limited to food trucks or business trailers, shall never be permanent and can be parked for no longer than twenty-four (24) hours on any Lot, driveway or street.

v. No obnoxious or offensive trade or activity or non-activity, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including yard appearance and condition.

w. No external tower antenna may be erected.

x. No inoperable, junk, or abandoned car(s) or truck(s) may be parked or placed on the street, driveway, or any Lot, nor shall maintenance or repair work be performed on cars or trucks in the street.

y. No bus, commercial truck, commercial trailer, or any other like vehicle or equipment in excess of ten thousand (10,000) pounds, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired. No enclosed or open trailer, of any type or model, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired

z. No vehicle shall be parked in a manner that partially or completely blocks the sidewalk that is adjacent to the Lot.

aa. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and are not nuisances to the Subdivision.

bb. Subject to the rights reserved to or afforded to Declarant herein, including but not limited to those set forth in Section XI, no building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted, or maintained on any Lot, or any part thereof, save and except those related to development, construction, and sales purposes of the Declarant or any homebuilder who has received Declarant's permission for temporary construction or sales facilities.

cc. Lots may NOT be further subdivided and the boundaries between Lots shall not be relocated. except for the powers and privileges herein reserved by the Declarant.

dd. The main roof of each single-family or multi-family dwelling and garage shall be built with asphalt composition shingles having a tab on tab design. All shingles on roofs shall be of substantially the same color as contained on roofs on all other Dwellings in the Subdivision. Replacement shingles must also meet these restrictions.

ee. Each primary dwelling shall face the street which abuts the front of the Lot upon which the Dwelling is to be situated. No Structure shall be placed within any setback's requirement imposed by City codes and regulations

ff. No cesspool, outhouse or outside toilet shall be permitted on any Lot, except for the purpose of new home construction. Toilets located in any Structure shall be connected to an approved public sewage disposal system. Sewage disposal facilities must comply in all respects with all applicable state, county and/or governmental laws, rules and regulations.

gg. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 2.5 feet x 2.5 feet, advertising the property for sale. No signs advertising any Dwelling for lease or for rent shall be displayed or erected. These restrictions shall not apply to signs used by the Declarant.

hh. No television, radio, citizen's band, short wave or other antenna, clothesline, or other unsightly projection shall be visible from either: (i) the Front Yard of any Dwelling; or (ii) from the street running directly in front of any Dwelling. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

ii. Chickens & Coops: Owners with lots of two-tenths of an acre or larger are permitted to keep up to six chickens and one chicken coop, designed specifically for this number. The chicken coop must be placed in a manner that is not visible from public areas. The coop must be well maintained, ventilated, and kept in a sanitary condition at all times so as to prevent offensive odors, attraction of flies or vermin or interfere with comfortable enjoyment of life and property by neighbors or other persons. All droppings not used for composting or fertilizing shall be removed and properly disposed. Stored droppings to be used for composting shall be fully covered or placed in an enclosure. Prior to the commencement of any modifications, Owners must submit a request for approval to the Architectural Control Committee. Other fowl, such as, but not limited to, ducks, geese, turkeys, and roosters, are not permitted.

jj. Solar Panels: Owners are permitted to install solar panels on the rooftops of their properties, in accordance with applicable federal and state laws. Installation must comply with reasonable guidelines established by the Association to ensure proper placement and maintain community aesthetics. Owners are required to notify the Association prior to installation and must ensure that all solar installations are maintained and kept in good working condition. The Association reserves the right to review the placement of solar panels to ensure compliance with community standards, provided that such review does not hinder the installation or operation of the solar devices.

## SECTION IV
## COMMON SPACE AND AMENITIES

A. There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties" or as identified by the Declarant, such common tracts or areas and amenities as the Declarant shall create for the use and benefit of the Subdivision, Lots and Members, including without limitation the entrances and related signage and monuments, any detention area, fountain in detention area, benches around detention area, sidewalks around detention area and elsewhere in the Subdivision, sod, landscaping and trees around detention area and sidewalks, community mailboxes to be located throughout the Subdivision and such other common areas and amenities as the Declarant or the Association may, from time to time, determine to be in the best interest of the Association and its Members, herein collectively referred to as the "Common Properties". Such tracts and amenities shall be for the use and benefit of all Lots and properties in the Subdivision, including the Members and residents, and the landscaping, signage, etc. thereon shall be maintained by the Association as provided in this Declaration.

B. Upon the filing of the final Subdivision Plat, the mentioned Common Properties located in the Subdivision shall be conveyed to and accepted by the Association and the Association shall assume the cost and expense thereof and reimburse the Declarant for such amounts it has paid in regard

thereto. In addition, any property, improvement or amenity may be deeded, sold, transferred and/or conveyed to the Association by the Declarant if deemed to be for the common good or common use of the Subdivision and/or its Members by the Declarant, or necessary to the operation, use, existence, upkeep and safety of the Common Properties, Subdivision and/or Members.

C. Maintenance of the Common Properties and landscaping, signage, etc. thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Lot Owners based on the ratio of the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto.

D. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the Common Properties and amenities as it from time to time deems appropriate. Additionally, the Board reserves the right to make such Common Properties and amenities available to non-residents by membership subject to such terms and conditions as the Board may deem appropriate.

E. The Association and the City have entered into or will be entering into that certain Stormwater Operation & Maintenance Agreement regarding the maintenance, repair and upkeep of certain detention and drainage systems in and to a certain Lot within the Subdivision (the "Basin Lot") The Stormwater Operation & Maintenance Agreement: (i) shall provide that the City shall have the right for certain aspects of the maintenance, repair and upkeep of certain detention and drainage systems in and to the Basin Lot; (ii) and is hereby fully incorporated by reference herein. In order for the City to maintenance, repair and upkeep certain detention and drainage systems as outlined in the Stormwater Operation & Maintenance Agreement, the City is will be or has been granted access easement(s) as noted on the Plat.

F. As noted above, the detention pond(s) located within the subdivision constitute a portion of the Common Properties, which the Association is obligated to maintain pursuant to the terms and conditions of this Declaration. In order to provide additional assurances that such detention pond(s) and all other storm water management facilities developed, constructed, or installed within the Subdivision from time to time (collectively, the "Storm Water Facilities," and each such item is a "Storm Water Facility") are properly maintained in compliance with various regulations that are adopted by the City of Joplin Missouri from time to time (collectively the "Joplin Regulations"), the responsibility for the operation, maintenance, repair, and replacement of all Storm Water Facilities is also hereby imposed on all Lot Owners pursuant to the provisions of this Section IV(E). In order to insure compliance with and enforcement of such Joplin Regulations, the City is hereby declared to be a third-party beneficiary under this Declaration, and is specifically authorized and empowered hereunder, as fully as if a signatory hereto, to undertake and perform required the operation, maintenance, repair and replacement of any such Storm Water Facilities, upon the failure of the Association and Owners to timely do so following written notice from the City to the Association and Owners. Such notice shall provide a reasonable time, not less than thirty (30) days, to correct any such applicable problem(s) and reasonably set forth and describe the same. Further, should the City undertake the operation, maintenance, repair and replacement of such Storm Water Facilities as herein provided, the City shall be entitled to be reimbursed for all costs incurred in effecting same and, upon failure of an Owner to reimburse the City for his or her pro-rata share of the cost, the City is authorized and empowered to establish and collect assessments to pay the defaulting Owner's share of the costs. The power and authority herein granted to and vested in the City shall apply, notwithstanding the existence or non-existence of the Association. By acceptance of the deed or other instrument of conveyance for his/her/their Lot, each Owner shall be deemed to covenant and agree to pay any assessment levied to offset the costs incurred by the City for the

operation, maintenance, repair and replacement of any Storm Water Facility following proper notice as set forth above (the "Storm Water Assessment"). This Storm Water Assessment, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner(s) of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation shall pass to successors in title to the affected Lot. Any Storm Water Assessment levied as set forth in this Section IV(E) shall become a lien on the affected Lot as soon as such Assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Missouri on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied, and, if not paid, shall become delinquent and the payment of both the principal and interest accrued may be enforced as in the case of a lien on the affected Lot, and a notice of such lien may be filed with the City Clerk of Joplin, Missouri. Not withstanding anything herein to the contrary, any lien(s) or assessment(s) provided for in this Section IV(E) shall not be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the Lot(s). In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the City, the non-paying Owner(s) shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above. The Storm Water Assessment shall be used exclusively to offset any cost to the City associated with operation, maintenance, repair and replacement of any Storm Water Facilities and for no other reason or purpose.

## SECTION V
## REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION

A. By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Association regular (annual/monthly/etc.) assessments and any special assessments for operating expenses incurred by the Association and for maintenance and care of the Common Properties and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. The first such assessments shall be due and payable at the time any Lot is transferred from a builder to a homeowner at closing and shall be $500.00 and payable by the purchasing homeowner. Thereafter, such assessments shall be fixed, established, and collected from time to time by the Board of Directors as provided in this Declaration and by the Association. The maximum amount of such annual dues shall not exceed the amount budgeted for such maintenance costs for the applicable year and contributions to fund anticipated future costs of the foregoing items, which budget shall be established by the Board prior to levying annual dues for such year. Such budget shall be in writing, maintained by, and made available to Owners by the Board. The Board may require the payment of annual dues on a yearly, quarterly, or monthly basis, as determined by the Board from time to time.

B. From time to time, in the event a majority of the Board determines that the Association's current funds are insufficient to provide for the operation of the Association and the maintaining, improving, repairing, insuring, operating, and managing of the Common Properties in good and safe working order, condition, and repair, the Board may: (i) may change the basis of assessments fixed by this Section V hereof prospectively for any such period provided that any such change shall have the affirmative vote of two-thirds (2/3) of the votes of Members entitled to vote at a meeting called for such purpose, written notice of which shall be sent to all Members at least ten (10) days in advance

and shall set forth the purpose of the meeting; or (ii) levy a special assessment against each of the Lots pursuant to a resolution of the Board setting forth the nature of the need for and the amount of such special assessment.

C. It shall be the duty of the Association to notify all Owners or contract purchasers of Lots within the Subdivision, whose addresses shall be supplied by the Owner or contract purchaser to the Association, by sending written notice to each of such Owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot. Failure of the Association to levy an assessment due to lack of address for the Owner of any particular Lot within the Subdivision or for any other reason, shall not discharge the obligation of any such Owner from paying such assessment, and it shall be the obligation of any such Owner to notify the Association of such Owner's current address.

D. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property from the date when the assessment is due and payable until paid in full. In the event any Owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Missouri on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Unpaid assessments shall be a continuing lien on the Lot which shall run with the land and be and remain binding upon such property, the Owner thereof, and such Owner's heirs, successors, and assigns. For each notice of lien so filed, or for any lien so filed, the Association shall be entitled to collect from the Lot Owner or Owners of the Lot described in such notice of lien a fee of $200 which shall be collectible in the same manner as the original assessment provided for in this Declaration. The non-paying Owner or Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment provided above.

E. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above stated purpose and related to the use and enjoyment of the Common Properties and of the Dwellings situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.

2. To maintain the Common Properties and amenities and improvements thereon as provided in this Declaration.

3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.

4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the

community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the Owners of the Lots in the Subdivision.

I. Notwithstanding anything herein to the contrary, the following properties subject to and governed by this Declaration shall be wholly exempted from the assessments, charges, fees and liens created herein or imposed hereby:

(i) All Common Areas; and

(ii) All Lots titled in the name of the Developer or otherwise owned by the Developer until the Developer makes the original conveyance thereof to an Owner.

## SECTION VI
## DURATION AND AMENDMENT

A. **DURATION.** The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable by the Association and/or the Owners and Residents of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five percent (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.

B. **AMENDMENT OR MODIFICATION.** The Covenants, restrictions and other terms contained herein may be altered, amended or modified by written declaration, signed and acknowledged by the Owners of sixty-six (66)% or more of the Lots and recorded in the Records. Notwithstanding the above, no alteration or modification of the Covenants or the provisions of this Declaration may be made prior to expiration of the Development Period without the express written consent of the Declarant. Notwithstanding any provisions hereof to the contrary, the Declarant may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration at any time prior to the expiration of the Development Period, provided said amendment, modification or repeal is in writing and properly recorded in the Records; and/or (ii) amend these Covenants or the provisions of this Declaration to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

## SECTION VII
## MISCELLANEOUS

A. The consent to any act or the waiver of breach of any provision of this Declaration, shall not operate or be construed as a consent or waiver of act or breach by any party, or as a waiver or modification of the provisions of this Declaration.

B. In the event any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Declaration and this Declaration

shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

C. Any notice, request or other communication (each, a "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier (such as United Parcel Service, United States Postal Service, or Federal Express), sent by facsimile or e-mail, or mailed by first-class, registered or certified mail, postage prepaid and addressed to a party at its address of record. Any such Notice shall be considered given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given; or (iii) on the date of delivery or attempted delivery when sent by first-class, registered or certified mail; or (iv) on the date and at the time shown on the facsimile or electronic mail message if sent via fax or sent electronically to the number or address and receipt of such facsimile or electronic mail message is confirmed or acknowledged.

## SECTION VIII
## GOVERNING LAW, CHOICE OF FORUM, VENUE, AND CONSENT TO JURISDICTION

A. This Declaration and the Covenants, terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Missouri in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflicts of laws provisions thereof.

B. Any and all claims or causes of action shall and must be filed only in the courts of the State of Missouri for Jasper County, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties mentioned herein, including the Declarant, Board, Committees, Owners, Residents and Members, expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties mentioned herein expressly agrees, consents and stipulates to the exercise of personal jurisdiction over them or it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

## SECTION IX
## DECLARANT'S DISCLAIMER

A. Declarant and its successors and its assigns, its agent, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, quality, habitability, fitness for any other purpose merchantability or representation concerning same. No warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by the Declarant or its nominees. Declarant shall not be liable to any owner or any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against any owner or such person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Declarant, whether granted or denied. All future owners of the subdivision shall be responsible for

determining the suitability of a lot for construction purposes.

## SECTION X
## RESERVATION OF SPECIFIC DECLARANT'S RIGHTS

A. In addition to all other rights and privileges afforded to or reserved to Declarant herein, Declarant specifically reserves the right to, so long as Declarant owns or retains beneficial ownership of any Lot or Dwelling within the Subdivision, during the Development Period or otherwise (each, a "Declarant Owned Property"), maintain sales offices, construction offices, management offices, model homes, and signs, flags and other on-site marketing and sales promotion materials advertising the Subdivision, any Dwelling or any Lot. Specifically, Declarant may maintain one or more sales offices and model homes within the Subdivision on any Declarant Owned Property. Pursuant to this Section X, Declarant shall have the right to determine the number of model homes and the size and location within the Subdivision of any sales offices, management offices, and model homes. Declarant shall also have the right to relocate any sales offices, management offices, and model homes from time to time at its discretion. After the Declarant ceases to be the Owner of a Declarant Owned Property, the Declarant shall have the right to remove any sales offices and management offices therefrom. No structure or Dwelling used by Declarant for a sales office, construction office, management office or model home shall be deemed the property of any party other than Declarant unless specifically assigned, conveyed or dedicated by Declarant to such other party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri.

**DECLARANT:**

**SCHUBER MITCHELL HOMES, LLC,**
a Missouri limited liability company,

By: _____

Name: ARTURO ELIVO

Title: LEAD SENIOR MANAGER

**ACKNOWLEDGMENT**

STATE OF Missouri )
) ss.
COUNTY OF Jasper )

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Arturo Elivo, being the person who executed the foregoing instrument, to me personally known, who stated that he/she is the authorized representative of **Schuber Mitchell Homes, LLC**, a Missouri Limited liability company, and is duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed, and delivered said instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of October, 2024.

My Commission Expires:

2-7-28

Oscar Sarceno
Notary Public



# JASPER COUNTY TAX RECEIPT
# 2024 REAL ESTATE

**Steven E. McIntosh, Collector**

**Two Office Locations**

**Carthage Office**
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

**Joplin Office**
Jasper County Courts Building
633 S. Pearl
Joplin, MO 64801

SCHUBER MITCHELL HOMES
PO BOX 308
WEBB CITY MO 64870-0308

**Mailing Address**
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

| | |
|---|---|
| CODE NUMBER: | 35-17737-0 |
| PARCEL ID#: | 16-7.0-26-010-002-001.000 |
| SEC, TWN, RNG: | 26-28-33 |
| ACRES: | 50.16 |
| SITUS ADDRESS: | |
| M-CODE: | 0 |

DELINQ YEARS: NONE

**Property Description**

JOP MISC COM NW COR SEC 26 S 02 DEG W 1225' TO POB S 87 DEG E 1257.14' S 02 DEG W 99.37' S 87 DEG E 60.74' S 87 DEG E 1316. 62' S 02 DEG W 992.47' N

| | Land | Structure | SUBTOTALS |
|---|---|---|---|
| Residential | | | 0 |
| Agricultural | | | 3,880 |
| Commercial | | | 0 |
| | | TOTAL VALUATION | 3,880 |

| Tax District | Levy per $100 | Total Tax |
|---|---|---|
| STAT | 0.0300 | 1.16 |
| COUN | 0.1102 | 4.28 |
| DDRB | 0.0845 | 3.28 |
| MH | 0.0845 | 3.28 |
| R7 | 3.4300 | 133.08 |
| JORD | 0.2235 | 8.67 |
| CJOP | 0.4205 | 16.32 |
| -------- | | |
| TAX | | 170.07 |

Date Printed: 07/24/2025 — 170.07

# PAID

**VALIDATED BY**
**STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR**

DATE: 12/03/2024 AMOUNT PAID: 170.07 RECEIPT #: 905215

***REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES***

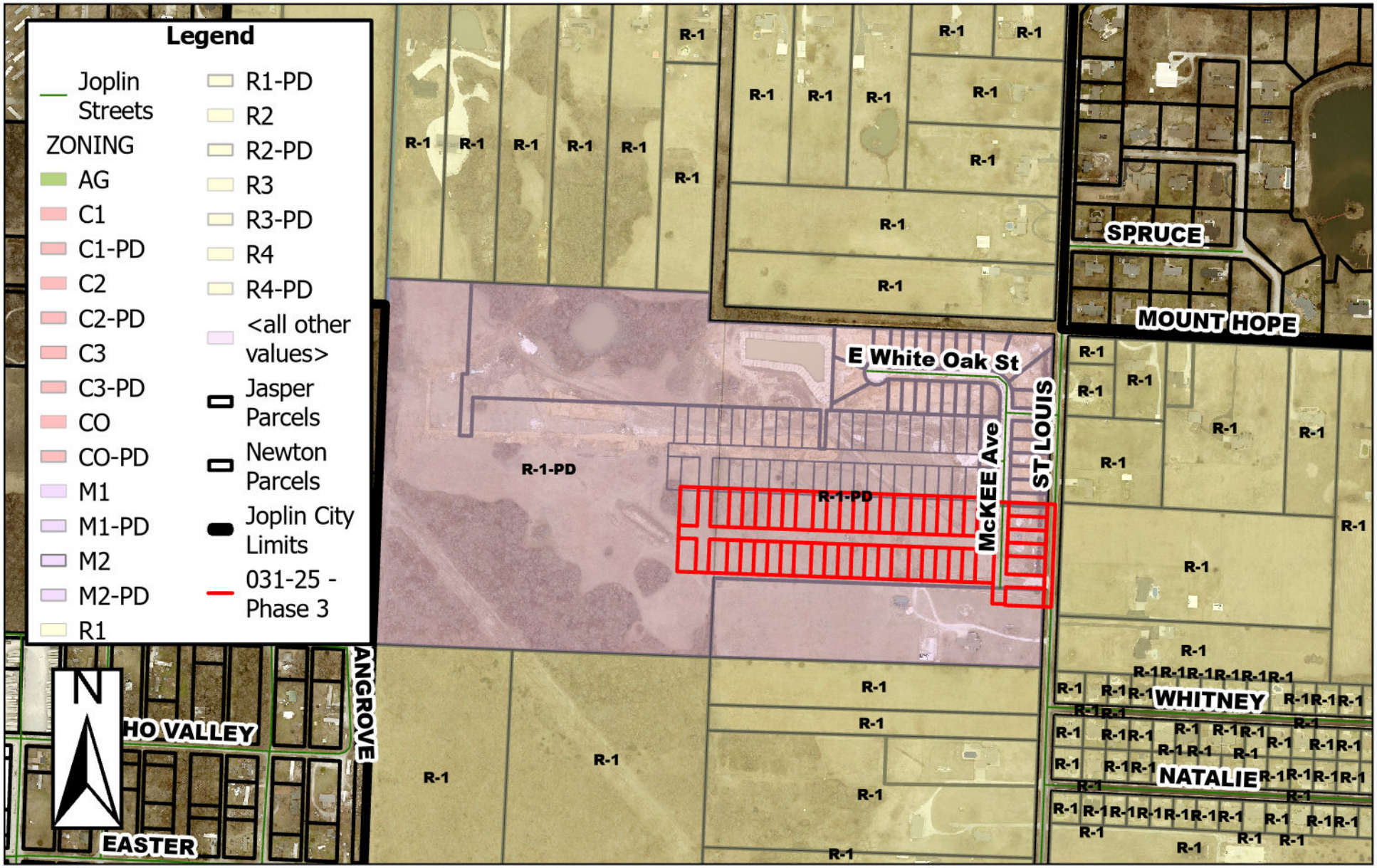
Emerald Glades 3 description

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00

FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.

# Case 031-25: Final Plat




West of the intersection of N St Louis Ave and Reed St – Final Plat –
A request to review a final plat for Phase 3 of Emerald Glades Subdivision – Schuber Mitchell Homes

0 190 380 760 1,140 1,520 Feet

# FINAL PLAT OF
# EMERALD GLADES PLAT 3
## A SUBDIVISION IN JOPLIN, MISSOURI
## SECTION 26, TOWNSHIP 28N, RANGE 33W
## JASPER COUNTY, MISSOURI

**POINT OF COMMENCEMENT @** FOUND 1/2" REBAR NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S2°15'29"W 29.90'

FOUND 1/2" IP

S2°07'01"W 1175.00'

S87°57'53"E 179.58'

S2°31'36"W 50.00'

S87°57'53"E 150.01'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62" NORTHEAST CORNER OF EMERALD GLADES PLAT 1

S2°31'36"W 341.97'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N87°28'24"W 20.00'

S2°31'36"W 240.25'

S87°55'08"E 788.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N2°16'20"E 150.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 45.85'

S2°16'20"W 150.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62" NORTHEAST CORNER OF EMERALD GLADES PLAT 2

N87°55'08"W 20.00'

S2°16'20"W 180.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 52.00'

**POINT OF BEGINNING**

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 1229.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S2°16'20"W 14.49'

S87°43'40"E 230.00'

30.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

RIGHT-OF-WAY LINE UPON RECORDING OF THIS PLAT

S2°16'20"W 400.00'

N. ST LOUIS AVENUE

SIGN EASEMENT 15'X32.5'

S87°43'40"E 175.00'

SIGN EASEMENT 15'X32.5'

30.00'

S87°43'40"W 180.09'

DELTA=2°28'37"
ARC LENGTH=4.32'
RADIUS=100.00'
BEARING=N3°30'37"E
CHORD=4.32'

244.72'

FOUND 1/2" REBAR EAST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

FOUND 1/2" REBAR NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S87°55'24"E 30.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N2°16'20"E 678.65'

N2°16'20"E 678.76'

GAS EASEMENT BOOK 718, PAGE 510 PER BART GOEBEL WITH SOUTHERN STAR 66' GAS EASEMENT

30' ELECTRIC EASEMENT BOOK 2453, PAGE 349 BOOK 2609, PAGE 162 BOOK 2222, PAGE 61

FOUND IP WITH CAP "LPS 2000147864" NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

DETENTION POND/ WETLAND PRESERVATION AREA

FOUND 1" PIPE

FOUND 1/2" REBAR

FOUND 1/2" REBAR

FOUND 5/8" REBAR

NEW LADY ADDITION PLAT BOOK 12, PAGE 66

LOT 14

EMERALD GLADES PLAT 1 PLAT BOOK 25, PAGE 24

EMERALD GLADES PLAT 2 PLAT BOOK 25, PAGE 45

SE 1/4 NE 1/4 SEC. 26

SW 1/4 NE 1/4 SEC. 26

NW 1/4 NE 1/4 SEC. 26

JASON H. & DEBRA S GASKILL TRUST BOOK 2555, PAGE 481

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6

BEVERLY J. LLOYD BOOK 1314, PAGE 886

EDWARD H. & VIRGINIA K. COLEMAN BOOK 1301, PAGE 1124

MATTHEW R. & KATHERINE R. PROCTOR BOOK 2048, PAGE 518

ELLIS R. & MARGARET TOWNSEND NO BOOK AND PAGE

R & R LAND DEVELOPMENT CO. BOOK 2594, PAGE 1

25' SEWER EASEMENT BOOK 1523, PAGE 70

BRIAN K. & KATHARINA A JORDAN BOOK 1945, PAGE 1083

NORTH INDIANA AVENUE

30' ELECTRIC EASEMENT BOOK 2609, PAGE 162

100' POLE LINE EASEMENT BOOK 5174, PAGE 44

MARCY LANE

EAST WHITE OAK STREET

REED ST.

SEDGE STREET

OSAGE STREET

50' ROW(PUBLIC)

N87°55'08"W 1158.01'

ASTER AVE.

50' ROW(PUBLIC)

NORTH MICHIGAN AVE.

50' ROW(PUBLIC)

NORTH McKEE AVE.

50' ROW(PUBLIC)

FUTURE PHASE 3

FUTURE PHASE 4

FUTURE PHASE 5

FUTURE PHASE 6

N2°16'20"E 330.00'

N2°16'20"E 80.17'

N87°43'41"W 50.00'

N87°55'08"W 1229.00'

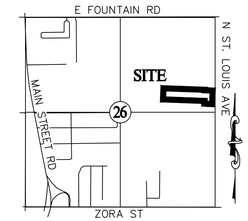
FOUND COPPER WELD WEST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

N87°53'58"W 2633.68'

FOUND ALUMINUM MONUMENT SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S2°15'12"W 2639.77'

FOUND 1/2" IRON PIN SOUTH QUARTER CORNER OF SECTION 26, T-28-N, R-33-W CORNER DOCUMENT #600-98607 IRON PIN ALUMINUM CAP 2016




**LOCATION SKETCH**
SECTION 26,
TOWNSHIP 28 NORTH, RANGE 33 WEST
SCALE: 1"=2000'

GRAPHIC SCALE
100 0 50 100
( IN FEET )
1 inch = 100 ft.

| PARCEL TABLE | |
|---|---|
| PARCEL # | AREA |
| 74 | 7798± |
| 75 | 7800± |
| 76 | 7800± |
| 77 | 7800± |
| 78 | 10650± |
| 79 | 10650± |
| 80 | 10650± |
| 81 | 7800± |
| 82 | 7800± |
| 83 | 7800± |
| 84 | 7800± |
| 85 | 7800± |
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| 98 | 7800± |
| 99 | 10650± |
| 100 | 10650± |
| 101 | 9230± |
| 102 | 9230± |
| 103 | 6760± |
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| 111 | 6760± |
| 112 | 6760± |
| 113 | 6760± |
| 114 | 6760± |
| 115 | 8710± |
| 116 | 6760± |
| 117 | 6760± |
| 118 | 6760± |
| 119 | 6760± |
| 120 | 6760± |
| 121 | 9230± |

## NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ALL EXISTING EASEMENTS SHOWN ARE TAKEN FROM CURRENT TITLE COMMITMENT PROVIDED BY GREAT AMERICAN TITLE INSURANCE AGENCY. ISSUING OFFICE FILE NO.: G22-123223 COMMITMENT DATE: MARCH 16, 2022 AT 08:00 AM.

3) ALL STREETS IN THE FINAL PLAT OF EMERALD GLADES PLAT 3 ARE PROPOSED DESIGNATED AS MINOR STREETS.

## SUBDIVISION INFORMATION

| | |
|---|---|
| TOTAL ACRES: | 11.42± |
| STREET DEDICATION ACRES: | 2.63± |
| SMALLEST LOT: | 6,760± SQ. FT. (LOTS 103-107, 109-114 & 116-120) |
| LARGEST LOT: | 10,650± SQ. FT. (LOT 78-80, 99, 100) |
| AVERAGE LOT SIZE: | 7,971± SQ. FT. |
| TOTAL NO OF LOTS: | 48 |
| CURRENT ZONING: | R-1 PD |
| SOURCE OF WATER: | MISSOURI AMERICAN WATER |
| SOURCE OF SEWER: | CITY OF JOPLIN |
| SOURCE OF TITLE: | BK 2636, PG 393 BK 2649, PG 124 |

## SURVEY DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00 FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.

## LEGEND

| | |
|---|---|
| FOUND IRON PIN AS NOTED | ● |
| SET 5/8" X 18" REBAR WITH PLASTIC STAMPED A/E INC LC 62 | o |
| UTILITY EASEMENT | UE |
| BUILDING SETBACK LINE | BSL |
| RIGHT-OF-WAY | ROW |
| UTILITY EASEMENT | //// |
| PROPERTY LINE | ——— |
| SECTION LINE | ——— ·– ——— |
| PHASE LINE | — — — — |
| CENTERLINE LINE | ——— – ——— |
| PROPOSED EASEMENT LINE | — — — — |
| EXISTING EASEMENT LINE | — — — — |

## CERTIFICATE OF PLANNING AND ZONING COMMISSION

THIS PLAT OF EMERALD GLADES PLAT 3 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ _____, 20____.

_____
CHAIRPERSON

## ACKNOWLEDGEMENT

STATE OF MISSOURI )
) SS
COUNTY OF JASPER )

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

## CERTIFICATE OF RECORDING

## CITY APPROVAL

THIS PLAT OF EMERALD GLADES PLAT 3 INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

(SEAL)

ATTEST:

_____
MAYOR

_____
CITY CLERK

_____
CITY ENGINEER

## FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0276E AND 29097C0257E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

## OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBER MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF JOPLIN, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE JOPLIN BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: _____ DATE: _____

_____,
MEMBER

## SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY OWN, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.

LAST REVISION DATE AUGUST 19, 2025
OWN, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

8-19-25
DATE

## ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 PD (SINGLE-FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

## SOURCE OF DEED

SCHUBER MITCHELL HOMES
BOOK 2636, PAGE 393
BOOK 2649, PAGE 124

## DEVELOPER AND OWNER

SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

## ENGINEER/LAND SURVEYOR

OWN, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
RONALD W. WALLACE, P.L.S.
MICAH SOUDER, P.E.

| DRAWING INFORMATION | |
|---|---|
| JOB NO: | 22JO10028 |
| FIELD: | |
| DRAWN BY: | SLM |
| CHECK BY: | RWW |
| FIELD BOOK: | |
| ISSUED DATE: | 8/19/25 |

OWN
*Engineering beyond.*
811 E. Third Street
Joplin, MO 64801
417.782.7339
COA# 00062

**JOP-100-7068**
SHT. __ OF __ REV. __

G:\Shared drives\JO2 - Surveying_2022\22JO10028 - Gaskill - Emeral Glades Plat 1_ preliminarry plat 21\JO10090\CAD\Final Plat\Plat 3\JOP-100-7068 final plat 3.dwg

P & Z Case 031-25
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-284 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 3rd Addition located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

**A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED**

**"A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00 FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.**

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

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

_____

Kennan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill 2025-401 – Approving a Subrecipient Agreement between the City of Joplin and Economic Security Corporation (ESC)

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

**MEETING DATE;**
October 6, 2025

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

**SUMMARY;**
This council bill approves the Subrecipient Agreement authorizing Economic Security Corporation to administer the Joplin Lead Hazard Reduction Program. The Joplin Lead Hazard Reduction Program provides funding to remediate lead-based paint hazards from homes citywide to prevent lead poisoning among very-low and low-income families with an emphasis on homes with children aged 6 and below or with a pregnant occupant within the City Limits of Joplin. Activities include but are not limited to Lead-Based paint inspection and risk assessment, new windows, doors, siding, trim, exterior & interior painting, porch repair and home safety measures if identified as a lead or healthy homes hazard as well as targeted outreach, education and training. A household may receive $30,000.00 of abatement, and if costs to make the house safe exceed this threshold, the property is evaluated on a case by case basis, and waiver to exceed $30,000.00 can be requested from HUD.

**BACKGROUND;**
HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH) was established in 1991 as the Office of Lead Based Paint Abatement and Poisoning Prevention to provide funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards to help protect children and their families from health and safety hazards in the home.

On October 8, 2024 the U.S. Department of Housing and Urban Development (HUD) announced more than $420 million in awards to remove lead hazards from homes and HUD-assisted properties, ensuring the safety of children, residents, and families, to remove other housing-related hazards in conjunction with weatherization efforts and to facilitate research on better identifying and controlling lead and other housing-related hazards. The City of Joplin applied to and was awarded $3,150,000 with the $350,000 match provided through the City's General Fund-Use Tax dollars.

**FUNDING SOURCE**
Lead Hazard Reduction Grant (LHRD) $3,150,000
General Fund – Use Tax $350,000

**RECOMMENDATION**

Staff recommends approval of this council bill for the administration of the Joplin Homeowners Rehabilitation Program with Economic Security Corporation (ESC).

**ATTACHMENTS**

Subrecipient Agreement with Economic Security Corporation
CB 2025-401

**2025 LEAD HAZZARD REDUCTION PROGRAM**
**AGREEMENT BETWEEN**
**CITY OF JOPLIN, MISSOURI**
**AND**
**ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA**

**THIS AGREEMENT**, made and entered into on this 21st day of October, 2025 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "City" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

## RECITALS

**WHEREAS**, the City, in accordance with the regulations codified at FR-6800-N-13 for the Lead Hazard Reduction Grant Program (LHRG), has been designated a Grantee by the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes.

**WHEREAS**, the City has applied for and received a LHRG from the U.S. Department of Housing and Urban Development for FY 2024 LHRG Program.

**WHEREAS**, Subrecipient requests the City to reserve up to $342,500.12 from its 2024 LHRG/Match for the project management of the LHRG Program.

**WHEREAS**, the City is responsible for ensuring that LHRG funds are used in accordance with all program requirements; and,

**WHEREAS**, federal regulations require the City to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

**WHEREAS**, Subrecipient has established a program to assist low-income homeowners with lead reduction projects.

**WHEREAS,** The budget represented in Attachment A may be amended as needed with prior notification to Economic Security Corporation.

**NOW THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the City and Subrecipient hereto agree as follows:

## ARTICLE I

1. Subrecipient agrees to implement a LHRG Program in accordance with the Lead Hazard Reduction Program regulations as stated in HUD's Title X, the current HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (current HUD Guidelines, applicable Office of Lead Hazard Control and Healthy Homes (OLHCHH) program policies, and applicable federal, state, and local regulations and guidance, including, but not limited to the EPA's Renovation, Repair, and Painting (RRP) Rule found within 40 CFR part 745. Implementation shall include, but is not limited to, attracting eligible participants to the

program, assessing their eligibility under the LHRG program, and informing participants of the requirements for receipt of LHRG benefit.

2. The term of the Agreement shall begin on the date specified above and end three years from this date or until the entire LHRG funds allocated for the LHRG Program pursuant to this Agreement have been expended, whichever comes first.

3. Subrecipient shall provide any reports and information as required by the City to document compliance with LHRG Program regulations. This shall include the following information on each beneficiary: level of income (80% of household area median income or less), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the City, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the City, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the City, its officers, agents, and employees.

5. Subrecipient shall insure that all potential beneficiaries of LHRG Program funds receive information with respect to Lead Safe Housing (24 CFR 35) and the EPA's lead-based paint rules (40 CFR 745).

6. Subrecipient shall recommend applicants to the City eligible beneficiaries. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the LHRG funds required and a signed statement from the prospective homeowner that LHRG Program requirements were explained to them. No recommended applicants are accepted without notice to proceed issued by the City.

## ARTICLE II

1. Under any program funded in whole or in part with LHRG funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and

implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. Subrecipient agrees to comply with all applicable regulations and requirements of the LHRG program as set out in FR-6800-N-13, and to maintain adequate records to document such compliance.

5. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

## ARTICLE III

1. The City agrees to reserve $3,106,400.00 from its 2024 LHRG funds for use by eligible and approved beneficiaries of Subrecipient in the implementation of a LHRG Program assisting approximately one hundred (100) homes.

2. Subrecipient agrees to use and the City agrees to provide funding, pursuant to performance of these activities in an amount of $3,106,400.00 from its 2024 LHRG funds overall and not exceeding $30,000 per unit. If a project exceeds $30,000 per unit, the project will not be approved without expressed written approval from the City after consultation from HUD and to program expenditures in accordance to the budget in Attachment A.

3. The City agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient responsibility for compliance.

4. The City agrees to prepare and submit any and all required reports to HUD's Office of Lead Hazard Control and Healthy Homes.

5. The City agrees to assist Subrecipient staff in interpreting LHRG program regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local property maintenance and building codes.

6. The City agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of City of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

## ARTICLE IV

1. Upon receipt of a completed application from an eligible LHRG Program beneficiary and finalization of Tier II site specific environmental review, the City will issue notice to proceed and approve beneficiary assistance according to the 2024 LHRG Program Policies and Procedures approved by HUD's Office of Lead Hazard Control and Healthy Homes.

2. Subrecipient clients will have exclusive access to the LHRG funds committed under this agreement for LHRG Program.

3. Subrecipient will ensure that all prospective beneficiaries will receive counseling on the obligations, terms, and conditions associated with a LHRG funded rehabilitation of a house, or unit.

## ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the City.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and Subrecipient.

3. This agreement, in accordance with 2 CFR 200.340 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 2 CFR 200.340 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the City to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

## ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the City.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 58, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under 24 CFR Part 58.

4. Subrecipient is responsible for affirmative marketing in accordance with FR-6800-N-13, and priority given to households with children under the age of 6 years for the entirety of the period of performance of this agreement.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests additional LHRG funds from the City.

6. *Reversion of assets.* Upon expiration or termination of this agreement, Subrecipient must transfer to the City any LHRG funds on hand at the time of expiration and any accounts receivable attributable to the use of LHRG funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the City from time to time, and in accordance with 2 CFR 200.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 2 CFR 200.340, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 2 CFR 200.340.

9. If Subrecipient provides LHRG funds to for-profit owners or developers, nonprofit owners, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, Subrecipient must have a written agreement with each party which meets the requirements of this section. The agreement to be utilized for homeowner activities as part of this agreement shall be Attachment A.

**IN WITNESS WHEREOF**, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2025.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

_____
Ryan Peterson
Chief Executive Officer

_____
Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

_____
Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

_____
Holly Naggy
City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards
City Attorney

**ATTACHMENT A**

Economic Security Corporation - Subrecipient/Contractor
City of Joplin, MO

Lead Hazard Reduction Grant# MOLHB0807 - 24
Budget Narrative Total $3,448,950.12

1. CATEGORY ONE: PERSONNEL -$281,736.00

a. Program Manager - Curtis Scott -(75%): - Economic Security Corporation will have one employee who will be the Program Manager on behalf of the City. He will spend 75% of his time over four years managing the day-to-day activities, developing the scope of work to test and remediate the homes, bidding the jobs, completing contract agreements and inspecting the job sites. He will oversee all aspects of the lead hazard control work for this grant. It is anticipated that this position will allocate 75% of their time or 6,240 hours over four years at $45.15 per hour:

20% Administrative: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $56,347.20
80% Direct: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $225,388.80

2. CATEGORY TWO: FRINGE BENEFIT - $40,344.60

a. Program Manager - Curtis Scott: This amount represents the Fringe Benefits for the Program Manager, who will spend 75% of his time overseeing and administering this grant for the City. Fringe Benefits for ESC includes FICA of 7.65%, Retirement of 5% and Worker's Compensation of 1.67% for this position.

20% Administrative: Program Manager - 14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)= $8,068.92
80% Direct: Program Manager -14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)=$32,275.68

3. CATEGORY THREE: TRAVEL - $16,254.00

The grant requires 2 trainings for 2 key staff over the life of the grant. It is anticipated that the Project Director, along with the Program Manager as the Subrecipient, will attend both trainings.

a. Transportation - Local Private Vehicle: $6,720.00
Local Travel to Homes: Mileage reimbursement for the Program Manager to use his privately-owned vehicle (POV) to travel to local project sites, to meet with clients, to conduct inspections, or conduct home visits. Rate is .70 per mile for up to 9,600 miles.
100% Direct: $6,720.00

b. Transportation - Airfare: $3,000.00 Airfare for HUD required Training/Conferences.

- New Grantee Orientation (NGO)-Air fare for Program Manager to attend NGO at an estimated cost of $600.00. 100% Other Program Costs: $600.00
- Program Manager Training (PMS)-Airfare for Program Manager to attend (4) PMS classes at an estimated cost of $600.00 each. Program Manager will attend one PMS per year (1x4). 4 classes x $600.00 per class= $2,400.00
100% Other Program Costs: $2,400.00

c. Transportation - Other: $150.00
Ground Transportation for NGO and PMS from airport to hotel and from hotel to airport.

- New Grantee Orientation (NGO)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend NGO at an estimated cost of $15.00 each trip for a total cost of $30.00.
100% Other Program Costs: $30.00
- Program Manager School (PMS)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend (4) PMS classes at an estimated cost of $15.00 each trip for a total cost of $120.00. 4 classes x$15.00 each trip x2 trips each= $120.00
100% Other Program Costs: $120.00

d. Per Diem or Subsistence Total: $6,384.00 NGO will be one time over the life of the grant, while PMS will be once per year over the 4- year grant period. Per Diem for NGO for 3 days and PMS for 4 days for each of the 4 courses for the Program Manager. Lodging for NGO for 3 nights and PMS for 4 nights for each of the 4 courses for the Program Manager.

- New Grantee Orientation: Per Diem - For per diem for the Program Manager for 3 days at $79.00 per day for NGO.
100% Other Program Costs: $237.00
- New Grantee Orientation: Lodging - For lodging for the Program Manager for 3 nights at $257.00 per night for NGO.
100% Other Program Costs: $771.00
- Program Manager School: Per Diem - For per diem for the Program Manager for 4 days at $79.00 per day for PMS for each of the 4 annual courses. 4 classes x 4 days x $79.00 per day= $1,264.00
100% Other Program Costs: $1,264.00

- Program Manager School: Lodging- For lodging for the Program Manager for 4 nights at $257.00 per night for PMS for each of the 4 annual courses. 4 classes x 4 nights x $257.00 per night= $4,112.00
100% Other Program Costs: $4,112.00

4. CATEGORY FOUR: EQUIPMENT (NONE)

5. CATEGORY FIVE: SUPPLIES AND MATERIALS - $215.52
Sa. Consumable Supplies - $215.52

- Office Supplies - Cost to purchase needed office supplies for staff, including paper, pens, envelopes, etc.

100% Administrative: $215.52

6. CATEGORY SIX: CONSULTANTS (NONE)

7. CATEGORY SEVEN: CONTRACTS AND SUBGRANTEES - $3,064,400.00

a. Lead Testing: $64,400.00 -We have budgeted to do lead testing on 161 homes, with the anticipation that about 62% will test positive and the remaining 38% will test negative, thus not requiring remediation. 161 homes x $400 per home= $64,400.00
100% Direct: $64,400.00

b. Lead Remediation: $3,000,000.00-We have budgeted to remediate 100 homes, with the anticipation that 62% of the homes tested will require remediation. Remediation will include any required exterior and interior work, along with possible soil remediation, at a cost of $30,000.00 per home. 100 homes x $30,000.00 per home= $3,000,000.00.
100% Direct: $3,000,000.00

8. CATEGORY EIGHT: CONSTRUCT/ON COSTS (NONE)

9. CATEGORY NINE: OTHER DIRECT COSTS - $46,000.00

- Resident Temporary Relocation Costs - Costs to provide temporary housing in a hotel while lead hazard reduction work is being completed on the units. This cost is based on total relocation fees for 42 families for an average of five (5) nights for an estimated total night of 210 nights at $200.00 per night. 42 residents x 5 nights per relocation x $200 per night= $42,000.00

100% Direct: 42,000.00

- Program Manager School Registration Fee: The Program Manager will travel to unknown locations at this time to attend the required Program Manager School. The estimated registration fee is $1000 per person per training. Training is required annually for each year of the 4-year grant period. 4 classes x $1,000.00 = $4,000.00 100% Other Program Costs: $4,000.00

10. CATEGORY TEN: INDIRECT COSTS (NONE)

**ATTACHMENT B**

**Section 3 Clause**

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development in an amount to exceed $100,000.00 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75 and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

G. The SUBRECIPIENT certifies that with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## ATTACHMENT C

## HOMEOWNER AGREEMENT

**Whereas,** _____ ("Homeowner") is receiving Lead Hazard Reduction Grant (LHRG) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate and reduce lead hazards of home located at <*insert address*> in compliance with City of Joplin building codes and Health Home Housing Quality Standards.

**Now, therefore,** the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

**Lead Counseling and Income Eligibility**
Homeowner agrees that if during or following the completion of the scope of work any statements or documentation are determined to be false, then the Subrecipient shall require immediate payment in full of the entire funds provided by the Subrecipient.

Homeowner further certifies that the Subrecipient has counselled the homeowner with respect to lead hazards and has received the Protect Your Family From Lead in Your Home booklet published by the United States Department of Housing and Urban Development.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive LHRG funds.

**Completion of Work**

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

**Enforcement**
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

**Whereas**, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered met in full.

### Attachment

A. **Scope of Work**
B. **Protect Your Family From Lead in Your Home (booklet)**

**IN WITNESS WHEREOF**, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | _____ |
| **Economic Security Corporation** | **Homeowner** |
| _____ | _____ |
| **Notary Public** | **City of Joplin** |

**Commission Expiration Date**:

STATE OF _____ )
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2025-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to partner in administering activities to complete the Lead Hazard Reduction Demonstration (LHRD) grant # MOLHB0807-24 provided through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes (OLHCHH); authorizing the City Manager to execute same on behalf of the City of Joplin.

WHEREAS, on October 8, 2024, the Department of Housing and Urban Development announced more than $420 million in awards across 32 states, District of Columbia, and Puerto Rico to remove lead hazards from homes and HUD-assisted properties, ensuring the safety of children, residents, and families.

WHEREAS, the City of Joplin was awarded $3,150,000 (Three Million One Hundred and Fifty Thousand) by the Department of Housing and Urban Development with a matching fund requirement of $350,000 (|Three Hundred and Fifty Thousand) provided by General Fund-Use Tax dollars.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Lead Hazard Reduction Program to benefit the residents within the city limits of Joplin through the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) Lead Hazard Reduction Demonstration (LHRD) grant.

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of $3,106,400 (Three Million One Hundred and Six Thousand Four Hundred dollars) to remediate lead-based paint hazards from homes in an effort to prevent lead poisoning among very-low and low-income families, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That upon the final approval and acceptance of the Subrecipient Agreement between the City of Joplin and Economic Security Corporation (ESC) that the Subrecipient may request Administrative Cost Reimbursement of an amount not to exceed $342,500.12 (Three Hundred and Forty Two Thousand Five Hundred Dollars and Twelve cents) that will be provided through the OLHCHH Lead Hazard Reduction Demonstration (LHRD) grant / General Fund-Use Tax match.

Section 4. That this Council Bill shall have an effective date of October 21, 2025.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill 2025-402 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

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

**MEETING DATE;**
October 6, 2025

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

**SUMMARY;**
The following agreement is between the City of Joplin and Economic Security Corporation for 2025 Community Development Block Grant Public Service funds.

**BACKGROUND;**
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

**FUNDING SOURCE**
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B25MC290008.

**RECOMMENDATION**
These activities have received prior approval from the Council as part of the 2025 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

**ATTACHMENTS**
2025 Coordinated Entry Agreement
CB 2025-402 Ordinance

JOPLIN
MISSOURI

**CDBG RECIPIENT AGREEMENT**
**BETWEEN**

**THE CITY OF JOPLIN**
**AND**

**ECONOMIC SECURITY CORPORATION**

**FOR**
**2025 CDBG PROGRAM YEAR**

THIS AGREEMENT, entered this ___ day of _____, 2025 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

## I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2025 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

### Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

### General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

| Staff Member & Title | General Program Duties |
|---|---|
| Tammy Walker | Oversight and Reporting |
| Shonna Greninger | Housing Resource Coordinator |
| April Crossno | Housing Case Manager |

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2025 and end on the 30th day of June of 2026.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-25-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

## III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

| Grantee | Recipient |
|---|---|
| Name: Troy Bolander | Name: Ryan Peterson |
| Title: Director of Planning, Development And Neighborhood Services | Title: Chief Executive Officer |
| Grantee: City of Joplin | Recipient: Economic Security Corporation |
| 602 S. Main Street | 302 S Joplin |
| Joplin, Missouri 64801 | Joplin, Missouri 64801 |

| | |
|---|---|
| Phone: (417) 624-0820 | Phone: 417 781-0352 |
| Fax: 1-417-625-4738 | Fax: 417-781-1234 |

## VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

## VII. GENERAL CONDITIONS

*The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.*

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The

Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

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

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

## XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2025

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

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

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

*[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

STATE OF _____ )
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is ___ Ryan Peterson___and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2025-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2025 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-453– AN ORDINANCE amending Chapter 18-Animals, as it pertains to animal housing and husbandry of dogs kept outdoors and establishing the date when this ordinance shall become effective.

**MEETING DATE**
October 06, 2025

**ORIGINATING DEPARTMENT**
Health Department

**ATTACHMENTS**
CB2025-453-Council Bill

**REVIEWED BY**
Dept. Head: Ryan Talken; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill amends Chapter 18, Section 18-5 Animal Abuse and Neglect as it pertains to outdoor housing of animals. The updates will bring the Joplin City Ordinance to better align with the standards set by the State of Missouri, Department of Agriculture.

**BACKGROUND**
A presentation on outdoor animal housing was presented to The Joplin City Council by the Health Department with a recommendation to amend the Joplin City Code to align with the outdoor housing sections of the Missouri Department of Agriculture (MDA) Chapter 30-Animal Health of the Code of State Regulations. The Joplin City Council directed the Health Department to present code changes based on the MDA regulations pertaining to outdoor housing.

The underlined wording in Council Bill 2025-453 are updates to the existing sections of current ordinance. The proposed ordinance will codify recommendations that are currently given by the animal control officers. The proposed council bill will raise the standards of care and improve living conditions for animals housed outdoors in the City of Joplin.

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends approval of this Council Bill on First Reading.

COUNCIL BILL NO. 2025-453 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, Article I, Sec. 18-5(c) *Animal neglect and abandonment — Penalties*.

WHEREAS, the City Code requires additional and specific language in order to comport with minimum standards set forth by the Code of State Regulations rules under the Department of Agriculture Division 30—Animal Health Chapter 9—Animal Care Facilities; and

WHEREAS, it is in the best interest of the City of Joplin to set forth certain minimum standards of care for animals.

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

Section 1. That Chapter 18, Animals, Article I, Sec. 18-5 (c) Animal abuse and neglect, is amended as follows:

**"**Sec. 18-5. – Animal Abuse and Neglect.

(c) *Animal neglect and abandonment—Penalties.*

(1) A person is guilty of animal neglect when he has custody or ownership or both of an animal and fails to provide adequate care or adequate control, which results in substantial harm to the animal to include:

a. A structurally sound, properly ventilated, sanitary, dry and weatherproof shelter suitable for the species, age and condition of the animal, which is free of litter or hazardous substances and objects and which provides access to shade from direct sunlight and regress from exposure to inclement weather conditions. The shelter shall have at a minimum a floor, walls with an opening provided with a windbreak and rain break at the entrance suitable for the size of the animal and a roof. The shelter should be large enough to allow each animal to sit, stand, lie in a normal manner, and turn about freely. Unacceptable shelter includes but is not limited to barrels, crates, cardboard boxes and tarpaulins;

b. In addition to the shelter structure, one (1) or more areas of shade large enough to contain all the animals at once and protect them from the direct rays of the sun throughout the course of the day.

c. Adequate care and proper shelter for sick, infirmed, aged or animals six (6) months or younger.

d. Clean, dry bedding material if the ambient temperature is below fifty degrees Fahrenheit (50° F) or ten degrees Celsius (10° C). Additional clean, dry bedding to a depth that is considered nestable is required when the temperature is thirty-five degrees Fahrenheit (35° F) or one and seven-tenths degrees Celsius (1.7° C) or lower.

e. Outdoor housing facilities must have adequate drainage to prevent standing water.

f. Wholesome foodstuffs suitable for the species which is provided at suitable intervals for the species in a sanitary manner and in quantities sufficient to maintain good health in the animal considering its age and condition;

g. Constant access or access at suitable intervals to a supply of clean potable, unfrozen water, provided in a sanitary manner and in sufficient amounts for the species to maintain good health in the animal; and

h. Normal and prudent attention to the needs of the animal, including all required immunizations, sufficient exercise and rest, and grooming to maintain good health and the provision to each sick or injured animal of the adequate veterinary care or humane death.

(2) A person is guilty of abandonment when he has knowingly abandoned an animal in any place without making provisions for its adequate care.

(3) Animal neglect and abandonment is punishable pursuant to section 1-5. All fines and penalties for a first conviction of animal neglect or abandonment may be waived by the court provided that the person found guilty of animal neglect or abandonment shows that adequate, permanent remedies for the neglect or abandonment have been made. Reasonable costs incurred for the care and maintenance of neglected or abandoned animals may not be waived.

(4) In addition to any other penalty imposed by this section, the court may order a person found guilty of animal neglect or abandonment to pay all reasonable costs and expenses necessary for:

a. The care and maintenance of neglected or abandoned animals within the person's custody or ownership;

b. The disposal of any dead or diseased animals within the person's custody or ownership;

c. The reduction of resulting organic debris affecting the immediate area of the neglect or abandonment; and

d. The avoidance or minimization of any public health risks created by the neglect or abandonment of the animals.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

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

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

**MEETING DATE**
October 06, 2025

**ORIGINATING DEPARTMENT**
Health Department

**ATTACHMENTS**
CB2025-454 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

**REVIEWED BY**
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide maternal child health services. The City Council has previously approved similar annual contracts.

**BACKGROUND**
This is the fifth year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2025, through September 30, 2026 and the total anticipated reimbursement from this agreement is up to $35,841.90. No local match is required for participation in this contract.

**FUNDING SOURCE**
The source of funding is the Missouri Department of Health and Senior Services contract.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

| **Tracking #** | **Contract Title:** | |
|---|---|---|
| 51095 | MATERNAL CHILD HEALTH SERVICES | |
| **Contract Start:** | **Contract End:** | **Questions/Please Contact:** |
| 10/1/2021 | 9/30/2026 | PROCUREMENT UNIT @ (573)751-6471 |
| **Contract #:** | | **Amend #:** |
| DH220051095 | | 06 |

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

| NAME OF ENTITY/INDIVIDUAL (Contractor) | | |
|---|---|---|
| JOPLIN CITY HEALTH DEPARTMENT | | |
| DOING BUSINESS AS (DBA) NAME | | |
| | | |
| MAILING ADDRESS | | |
| 321 EAST 4TH STREET | | |
| CITY, STATE, and ZIP CODE | | |
| JOPLIN | MO | 64801 |
| REMIT TO (PAYMENT) ADDRESS (if different from above) | | |
| | | |
| CITY, STATE, and ZIP CODE | | |
| | | |

| CONTACT PERSON | EMAIL ADDRESS |
|---|---|
| | |
| PHONE NUMBER | FAX NUMBER |
| | |
| TAXPAYER ID NUMBER (TIN) | UEI NUMBER |
| ********* | HRWZCYY8MWJ3 |
| CONTRACTOR'S AUTHORIZED SIGNATURE | DATE |
| | |
| PRINTED NAME | TITLE |
| | |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES<br>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | DATE |
| | |

**AMENDMENT #06 TO CONTRACT DH220051095**

**CONTRACT TITLE:** Maternal Child Health Services

**CONTRACT PERIOD:** October 1, 2025 through September 30, 2026

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $35,841.90 for the period of October 1, 2025 through September 30, 2026.

In addition, the Department of Health and Senior Services, desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.5.2 in its entirety and replace with revised Section 2.5.2 as follows:

   2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.

2. Delete Section 2.5.6 in its entirety and replace with revised Section 2.5.6 as follows:

   2.5.6 Identification of risk and protective factors that influence health differences within families and the community through the Life Course Perspective.

3. Delete Section 2.5.7 in its entirety.

4. Delete Section 3.1 in its entirety and replace with revised Section 3.1 as follows:

   3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health differences for women, infants, and children, including those with special health care needs; promote the health of

mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low-income children.

5. Delete Section 5.3 in its entirety and replace with revised Section 5.3 as follows:

5.3 The Contractor shall address risk and protective factors that influence health differences within families and communities through the Life Course Perspective.

6. Add Section 5.8 through 5.18.5 in its entirety as follows:

5.8 The Contractor shall develop a ***proposed*** five-year, FFY 2027-2031, work plan. Steps to develop this plan include:

5.9 Using state and local quantitative and qualitative data, along with community engagement and an evaluation of local capacity, the Contractor will conduct a detailed local assessment of the health status, strengths, weaknesses, and needs of the maternal and child health (MCH) population. This assessment will focus on the domains of women/maternal, perinatal/infant, child, and adolescent, and will identify existing gaps in access to care.

5.10 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS) https://healthapps.dhss.mo.gov/MoPhims/MOPHIMSHome, Missouri Information for Community Assessment (MICA) Data Profiles, Community Maternal, Infant and Child Health Profile(s) provided by the Department, local community health data, surveillance data, and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.

5.11 The Contractor shall seek input from MCH stakeholders including families/consumers, providers and other community partners about the issues related to local MCH program services and delivery.

5.12 Based on the findings from the focused local assessment, the Contractor shall select **at least one** priority health issue derived from the Missouri Title V MCH Block Grant FFY 2026-2030 MCH Priorities to develop the five-year (FFY2027-2031) work plan to address the selected top priority health issue(s).

5.13 The Contractor shall budget contract funds to accomplish the proposed work plan in the proposed FFY2026 contract budget worksheet.

5.14 The Contractor shall establish a five-year (FFY 2027-2031) *evaluation plan* for tracking and monitoring progress on the work plan and analyzing performance trends which shall include identification of targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), and methods for analyzing performance trends.

5.15 The proposed work plan, referred to as the Maternal Child Health Services Contract Template FFY 2027-2031, shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment. The proposed work plan shall include the following:

5.15.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local performance measure(s).

5.15.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.

5.15.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s)).

5.15.4 Evidence-based strategies that will be used to address the problem. Visit https://www.mchevidence.org to find the MCH Accelerators and https://amchp.org/mch-innovations-database to find the MCH Innovations Database, to align strategies with the evidence-base.

5.15.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:

a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after five years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System

Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that led to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

c. Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective.

d. Strategies to address existing weaknesses/gaps in access to care.

5.16 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.

5.17 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted here: https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf and is incorporated by reference as if fully set forth herein.

5.18 The proposed work plan shall be completed in accordance with the Proposal Guidance listed above for the MCH Services Contract as set forth herein by the MCH Services Program. The proposed work plan shall be for the five-year period of October 1, 2026 through September 30, 2031.

5.18.1 The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention framework; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

5.18.2 The MCH Services Program DNC will review, provide technical assistance on the content, and approve the proposed work plan.

5.18.3 If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program DNC via an electronic email attachment.

5.18.4 The Department reserves the right to clarify or verify any component of the proposed five-year work plan.

5.18.5. The Contractor shall disseminate the final, approved work plan to the community stakeholders.

7. Delete Sections 6.3 through 6.3.8 in entirety and replace with revised Sections 6.3 through 6.3.8 as follows:

6.3 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the fifth contract period (FFY2026). The Contract Outcomes Report shall include the following:

6.3.1 System outcomes set forth in the approved work plan have been met or not met.

6.3.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

6.3.3 Summary of activities demonstrating progress toward system outcomes.

6.3.4 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

6.3.5 Completed evaluation plan that will be incorporated into the Contract Outcomes Report, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.

6.3.6 Compliance with the contract funding and general contract provisions.

6.3.7 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.3.8 Tangible personal property documenting any equipment purchased with MCH Services contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

8. Delete Sections 6.5 through 6.7 in entirety and replace with revised Sections 6.5 and 6.6.

6.5 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates by emailing the MOHIMS Program Security Officer (PSO) at MOPHIMSUSERGROUP@health.mo.gov and in the Subject Line type "MOPHIMS ACCESS UPDATES" to notify the PSO of employees who are no longer with the LPHA and need to have access removed. To request partner-level access for MOPHIMS, please submit an Automated Security Access Processing (ASAP) request.

6.6 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

9. Delete Section 7.4.2 (a) and replace with revised Section 7.4.2 (a) as follows:

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious unfairness in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

10. Delete Section 7.9.5 (a) in its entirety and replace with revised Section 7.9.5 (a) as follows:

a. A minimum of 60% of contract funding MUST be spent on implementing the approved FFY2022-2026 contract work plan to address the selected priority health issue(s) and to develop a FFY2027-3031 work plan.

11. Delete Section 8.2 in its entirety and replace with revised Section 8.2 as follows:

8.2 The Contractor shall invoice the Department on the Request for Payment form and the Invoicing Tool worksheet. The Invoicing Tool worksheet and Vendor Request for payment form will be provided by the Department via email to the Contractor. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

12. Delete Section 15.2 in its entirety and replaced with revised Section 15.2 as follows:

15.2 The Department will provide language to be included when the Contractor issues statements, press releases, requests proposals, solicits bids, and other Health Resources and Services Administration (HRSA) supported publications and forms describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issue briefs.

13. Delete Section 15.2.1 in its entirety.

14. Delete Attachments A, B, D, E and F in entirety and replace with revised Attachments A, B, E, and F which are attached hereto and incorporated by reference as if fully set forth herein.

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

# CERTIFICATIONS AND SPECIAL PROVISIONS

## 1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

## 2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

## 3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## 4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

## 5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

## 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

6.1.7 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## 7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

## 8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

## SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $5,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

| LPHA: Joplin City Health Department | | | |
|---|---|---|---|
| Completed By: | Misty Hammer | Date: | 8/18/2025 |
| Contact Email: | mhammer@joplinmo.org | Phone #: | 417-623-6122 ext 1289 |

**FFY2026 Maternal Child Health Services Contract Budget**

| **Section A** | | | |
|---|---|---|---|
| **Total Allowed Contract Amount** | 60% or more | 40% or less | TOTAL |
| **Minimum/Maximum Budget** | 21,505.14 | 14,336.76 | 35,841.90 |
| **Planned Budget** | 26,000.90 | 9,841.00 | 35,841.90 |
| Operational Expenses | 26,000.90 | 9,841.00 | 35,841.90 |
| Personnel Services | 18,000.00 | 8,000.00 | 26,000.00 |
| Fringe Benefits | 5,000.90 | 1,841.00 | 6,841.90 |
| Travel | 1,000.00 | | 1,000.00 |
| Supplies | 2,000.00 | | 2,000.00 |
| Other | | | 0.00 |
| Equipment | | | 0.00 |
| Rental/Lease Costs | | | 0.00 |
| Total Contractual | 0.00 | 0.00 | 0.00 |
| Subcontract #1 | | | |
| Subcontract #2 | | | |
| Subcontract #3 | | | |
| Subcontract #4 | | | |
| Subcontract #5 | | | |
| | | | |
| | | | |
| **Total Direct Costs** | **26,000.90** | **9,841.00** | **35,841.90** |
| **Indirect (Administrative Cost) 0%** | **0.00** | **0.00** | **0.00** |
| **MCH Contract Total** | **26,000.90** | **9,841.00** | **35,841.90** |
| Surplus/Deficit | 0.00 | 0.00 | 0.00 |

| **Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A** | | |
|---|---|---|
| **Indirect Computation** | | |
| Operational Expenses | 26,000.90 | 9,841.00 |
| Contractual | 0.00 | 0.00 |
| Subcontract #1 | 0.00 | 0.00 |
| Subcontract #2 | 0.00 | 0.00 |
| Subcontract #3 | 0.00 | 0.00 |
| Subcontract #4 | 0.00 | 0.00 |
| Subcontract #5 | 0.00 | 0.00 |

**Operational Expenses Before Indirect**

| 60% or more | 40% or less | TOTAL |
|---|---|---|
| 26,000.00 | 9,841.00 | 35,841.00 |

## Attachment F – Business Associate Provisions (rev 5-9-2025)

*(Health Insurance Portability and Accountability Act of 1996, as amended)*

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

   a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

   b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

   c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this provision, shall mean the contractor.

   d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this provision, shall mean the Department.

   e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

   f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

   g. "Health Care" as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:

      1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

      2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

   h. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

   i. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

   j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

   k. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

      1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer

l. "Reproductive Health Care" as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:

1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.

2) Identifying any person for the purposes of conducting such investigation or imposing such liability.

3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.

6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45

CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this provision.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

   a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract**: In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

| | | | | | |
|---|---|---|---|---|---|
| **Tracking #** | 51095 | **State:** 0% | $0.00 | **Federal:** 100% | $175,633.93 |
| **Contract Title:** | MATERNAL CHILD HEALTH SERVICES | | | | |
| **Contract Start:** | 10/1/2021 | **Contract End:** | 9/30/2026 | **Amend#:** 06 | **Contract #:** DH220051095 |
| **Vendor Name:** | JOPLIN CITY HEALTH DEPARTMENT | | | | |

**CFDA:** 93.994 **Research and Development:** N
**CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
**Federal Award:** 1B04MC40144-01, 6B04MC40144-01
**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES
**Federal Award Year:** 2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

**CFDA:** 93.994 **Research and Development:** N
**CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
**Federal Award:** 1B04MC45226-01, 6B04MC45226-01
**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES
**Federal Award Year:** 2022 **DHSS #:** 22MCH **Federal Obligation:** $0.00

**CFDA:** 93.994 **Research and Development:** N
**CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
**Federal Award:** 1B04MC47428-01
**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES
**Federal Award Year:** 2023 **DHSS #:** 23MCH **Federal Obligation:** $72,317.30

**CFDA:** 93.994 **Research and Development:** N
**CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
**Federal Award:** 6B04MC52935-01
**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES
**Federal Award Year:** 2024 **DHSS #:** 24MCH **Federal Obligation:** $34,890.01

# CONTRACT FUNDING SOURCES CONTINUED

| | | | | | |
|---|---|---|---|---|---|
| **CFDA:** | 93.994 | **Research and Development:** | N | | |
| **CFDA Name:** | MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES | | | | |
| **Federal Agency:** | DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION | | | | |
| **Federal Award:** | 1 B04MC54558-01 | | | | |
| **Federal Award Name:** | MATERNAL AND CHILD HEALTH SERVICES | | | | |
| **Federal Award Year:** | 2025 | **DHSS #:** | 25MCH | **Federal Obligation:** | $35,841.90 |

*** The Department will provide this information when it becomes available.**

**Project Description:**

The purpose of this contract is to support a leadership role for Local public health agencys at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

COUNCIL BILL NO. 2025-454 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Thirty Five Thousand, Eight Hundred Forty One Dollars and Ninety Cents ($35,841.90), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri..

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-535 – Approval of a Real Estate Contract

**MEETING DATE**
October 6, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-535 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East of North Street – West of St Louis Avenue; Bid Tabulation

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

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at North Street – West of St Louis Avenue.

**BACKGROUND**
The City offered several pieces of buildable surplus property for sale with a bid opening of April 14, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for North Street – West of St Louis Avenue, which had a minimum bid price of $7,650.00. Lauren White submitted the best bid with a sales price of $7,650.00. The property is currently zoned R-1 and contains approximately 10,625 square feet of land.

The City will complete the sale of this parcel on or before January 30, 2026.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

The City of Joplin is offering for sale the following property.

**North St – W of St. Louis (Lots 5 & 6 Block 44)**

All of Lots Numbered Five (5), and Six (6) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Containing 10,625 square feet, more or less.
There is a minimum bid of $7,650.00 for this parcel.

Leslie Haase, CPA, CMA
Finance Director

Publication Date:
Friday, March 14, 2025

# CITY OF JOPLIN
# L2025-08
## Land Sale Bid Form

The City will accept sealed bids on the following parcel until 2:00 pm, Thursday, April 17, 2025, at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

**North St – W of St. Louis (Lots 5 & 6 Block 44)** $ 7650.00
**Minimum Bid Price is $7,650.00**

MARK BID ENVELOPES: "BID L2025-08 LAND SALE North St – W of St. Louis (Lots 5 & 6 Block 44)"
The City sells property by Quit Claim Deed. If the buyer wishes to close at a title company, the buyer assumes all closing costs and the closing will be held at CB Title Company. Questions concerning the specifications and bidding procedures should be directed to Leslie Haase, Finance Director at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 1251.

Bidder Name: Lauren White

Bidder Address: 2708 E Sadie Ct

Bidder Address: Joplin, MO 64801

Bidder Telephone Number: 918. 607-4276

Bidder Email Address: laurenwhite787@gmail.com

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Lauren White, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at North Street – West of St. Louis Avenue (Lots 5 & 6 Block 44), the real estate described as follows:

> "All of Lots Numbered Five (5), and Six (6) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Containing 10,625 square feet, more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seven Thousand Six Hundred Fifty Dollars ($7,650.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before January 30, 2026, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Lauren White**

By: _____

Lauren White
**"BUYER"**

**Attest:**

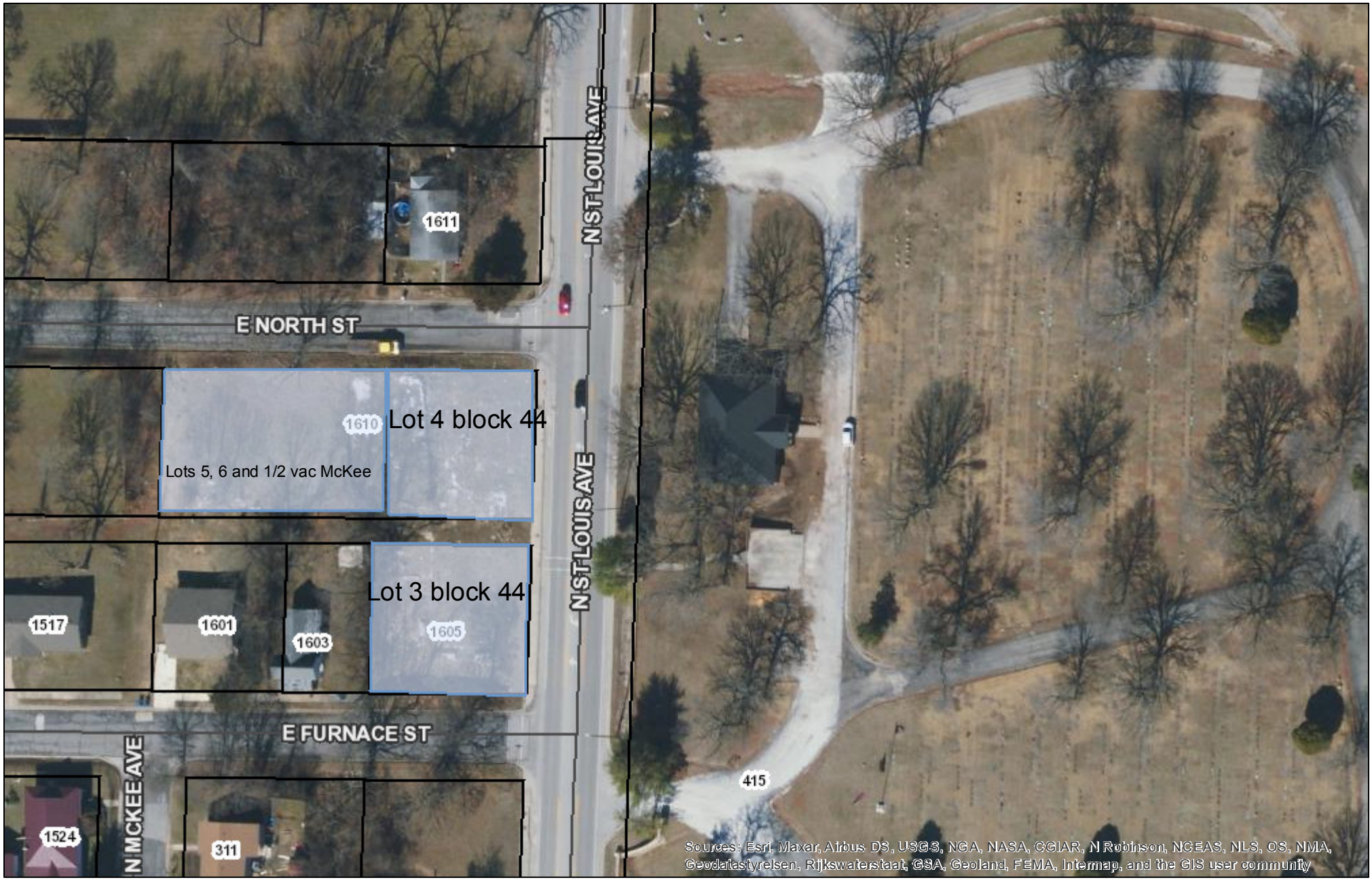
By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney




Date: 9/22/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

**Areas**

Override 1

Jasper Parcels

Addresses

**Jasper Parcels**

Jasper Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

**COUNCIL BILL NO. 2025-535** **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land; 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, MISSOURI, as follows:**

Section 1. That the Real Estate Contract, in the amount of Seven Thousand Six Hundred Fifty Dollars and No Cents ($7,650.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lots Numbered Five (5) and Six (6) in Block Forty-Four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on October 21, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-536 – Approving an agreement with UMR to provide health insurance administration services for city employees

**MEETING DATE**
October 6, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-536 Ordinance; Exhibit "A" UMR Agreement

**REVIEWED BY**
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves an agreement with UMR to provide health insurance administrative services and EAP services for the City's health self-insurance coverage effective on January 1, 2026.

**BACKGROUND**
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period which will begin on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

UMR currently assesses an administrative fee of $39.84 per employee per month. The rate for 2026 will remain unchanged. The renewal rate for 2027 will be $40.84, then $41.73 for 2028. The City will receive a $5,000 administrative credit and a $15,000 wellness credit annually.

With the results of the insurance bid, Segal has set the insurance premiums for 2026. There will be no change in plan design again for 2026. Premiums will increase 1.1% for 2026. The City's ten-year health insurance trend is an increase of 4.8%. This represents an average of about 2.6% *below* national trend increases of 7.4% for the same time period. For those employees with family insurance coverage, the premium will increase $2.41 per pay period or $4.82 per month. The City's cost for single coverage will increase $6.88 per month, while family coverage will increase $14.44 per month.

**FUNDING SOURCE**
This item is included in all funds based on payroll.

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

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

EXHIBIT "A"

September 9, 2025

***Via E-Mail:*** jennifer_gales@umr.com

Ms. Jennifer Gales
Strategic Account Executive
UMR A UnitedHealthcare Company
13655 Riverport Drive
Maryland Heights, MO 63043

**Re: City of Joplin, Missouri - Proposal Acceptance for Medical PPO Network, Pharmacy Benefit Management Services and Employee Assistant Program Services**

Dear Jennifer:

The City of Joplin, Missouri (the City) has accepted the medical PPO network and pharmacy benefit management services proposal, as well as the Employee Assistance Program (EAP) renewal submitted by UMR, to be effective January 1, 2026. Below summarizes the terms UMR agreed to as a part of the RFP process, effective January 1, 2026.

# Medical PPO ASO Coverage

The accepted terms and rates are shown in the following tables for January 1, 2026 through December 31, 2030.

| UMR Proposed Fees - January 1, 2026 through December 30, 2030 | | | | | |
|---|---|---|---|---|---|
| **Administration and Access Fees** | **Renewal Fees 1/1/2026** | **Renewal Fees 1/1/2027** | **Renewal Fees 1/1/2028** | **Renewal Fees 1/1/2029** | **Renewal Fees 1/1/2030** |
| Medical claims | $33.72 | $34.72 | $35.74 | $36.63 | $37.55 |
| Medical client advisor commission | Net | Net | Net | Net | Net |
| Required stop loss interface fee | Included | Included | Included | Included | Included |
| UnitedHealthcare Choice Plus ® Network - Access Fee | Included | Included | Included | Included | Included |
| COBRA administration | $1.12 | $1.12 | $1.12 | $1.12 | $1.12 |
| Utilization Management (UM) | Included | Included | Included | Included | Included |
| Complex Condition CARE | Included | Included | Included | Included | Included |
| Online Events and Challenges | $1.15 | $1.15 | $1.15 | $1.15 | $1.15 |
| Medical and pharmacy integration - per participating employee per month | Included | Included | Included | Included | Included |
| Telemedicine (Teladoc) | Included | Included | Included | Included | Included |
| Plan Advisor | $2.95 | $2.95 | $2.95 | $2.95 | $2.95 |

| UMR Proposed Fees - January 1, 2026 through December 30, 2030 | | | | | |
|---|---|---|---|---|---|
| **Administration and Access Fees** | **Renewal Fees 1/1/2026** | **Renewal Fees 1/1/2027** | **Renewal Fees 1/1/2028** | **Renewal Fees 1/1/2029** | **Renewal Fees 1/1/2030** |
| Incentive Solutions: Live Well Reward$ Solution | $0.90 | $0.90 | $0.90 | $0.90 | $0.90 |
| Flexible spending - health care account (HCA) - per participating employee per month | $4.93 | $4.93 | $4.93 | $4.93 | $4.93 |
| Flexible spending - dependent care account (DCA) - per participating employee per month | $3.93 | $3.93 | $3.93 | $3.93 | $3.93 |
| CRS Enhanced - % of Savings | 20% with $50,000 cap per claim | 20% with $50,000 cap per claim | 20% with $50,000 cap per claim | 20% with $50,000 cap per claim | 20% with $50,000 cap per claim |

# Medical Allowances and Performance Guarantees

| January 1, 2026 through December 30, 2030 | |
|---|---|
| Fee Guarantee | 5 Years, with Rate Increases from 2.5% - 3.0% each Year |
| Administrative Credit | $5,000 Annually |
| Wellness Credit | $15,000 Annually |
| **Total Allowances and Credits** | **$100,000** |
| Discount Guarantees | 30% of Admin. Fees |
| Performance Guarantees | 10% of Admin. Fees |

| January 1, 2026 through December 30, 2030 | |
|---|---|
| **Performance Standard** | **Amount at Risk*** |
| On average, calls will be answered in thirty (30) seconds or less | 2% of fees at risk |
| On average, three percent (3%) or less of calls may be abandoned | 2% of fees at risk |
| Ninety percent (90%) of all clean Claims will be processed within 10 business days from the date that the TPA receives all information necessary to adjudicate the Claim | 3% of fees at risk |
| Claim payments, on an aggregated dollar basis, shall be ninety-nine percent (99%) accurate to the plan of benefit | 3% of fees at risk |
| Claim Procedural Accuracy (accurate processing includes payment amount, communication to the claimant or provider, data entry errors affecting current or future benefit determinations and management reports) will be maintained at ninety-five percent (95%) | 3% of fees at risk |
| Claim Payment Accuracy will be maintained at a level of ninety-eight percent (98%) | 3% of fees at risk |

*Total aggregate fees at risk will be capped at 10% for all medical claim and call performance guarantees

# Prescription Drug Coverage

The accepted terms and rates are shown in the following tables based on its traditional pricing model:

| | Year 1<br>1/1/2026 | Year 2<br>1/1/2027 | Year 3<br>1/1/2028 |
|---|---|---|---|
| **Retail** | | | |
| Guarantee: Brand discount, plus dispensing fee | 19.80% + $0.45 | 19.80% + $0.45 | 19.80% + $0.45 |
| Guarantee: Net effective generic discount, plus dispensing fee | 87.00% + $0.45 | 87.10% + $0.45 | 87.20% + $0.45 |
| **Retail 90 Rx (Optional)** | | | |
| Guarantee: Brand discount, plus dispensing fee | 23.00% + $0.00 | 23.00% + $0.00 | 23.00% + $0.00 |
| Guarantee: Net effective generic discount, plus dispensing fee | 90.00% + $0.00 | 90.10% + $0.00 | 90.20% + $0.00 |
| **Home Delivery** | | | |
| Brand discount, plus dispensing fee | 21.00% + $0.00 | 21.00% + $0.00 | 21.00% + $0.00 |
| Net effective generic discount, plus dispensing fee | 91.00% + $0.00 | 91.10% + $0.00 | 91.20% + $0.00 |
| **Rebate Guarantee** | | | |
| | 100% Pass-Through | 100% Pass-Through | 100% Pass-Through |
| **Premium PDL** | | | |
| Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim | $410.00 | $480.00 | $535.00 |
| Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim | $1,250.00 | $1,450.00 | $1,650.00 |
| Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim | $1,250.00 | $1,450.00 | $1,650.00 |
| Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim | $4,250.00 | $4,700.00 | $5,000.00 |
| **Select Comprehensive** | | | |
| Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim | $390.00 | $455.00 | $505.00 |
| Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim | $1,150.00 | $1,350.00 | $1,500.00 |
| Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim | $1,150.00 | $1,350.00 | $1,500.00 |
| Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim | $3,900.00 | $4,300.00 | $4,550.00 |

| | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| | 1/1/2026 | 1/1/2027 | 1/1/2028 |
| Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount of the following: | | | |
| *LDD - Brand & Generic Discount* | *15.00%* | *15.00%* | *15.00%* |
| *Non-LDD - Brand Discount* | *19.50%* | *19.50%* | *19.50%* |
| *Non-LDD - Generic Discount* | *72.00%* | *72.00%* | *72.00%* |
| Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee | | | |

| Pharmacy Management Allowance January 1, 2026 thru December 30, 2028 | |
|---|---|
| Allowance | $3.00 per Participant Annually |

# Member Assistance Program

The following are the administrative services Optum has agreed to provide to the City at the rates set forth herein.

| Product | Hours | Rate Type | Rate Period | 2026 Fee | 2027 Fee | 2028 Fee |
|---|---|---|---|---|---|---|
| Employee Assistance Program - EAP – 6 Sessions | N/A | Per Employee | Per Month | $2.38 | Up to 3% increase | Up to 3% increase |
| Bank of Hours for Training & Critical Incident (CIRS) | 5 | Per Employee | Per Month | Included in EAP Fee | Included in EAP Fee | Included in EAP Fee |

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time. Any onsite or training hours can be purchased according to the rates in the grid below.

| On-Site Support Service | Fee for Service |
|---|---|
| Management Development Programs | $275/on-site hour |
| Employee Development Programs | $275/on-site hour |
| Wellness Seminars | $275/on-site hour |
| Information Resource Events | $275/on-site hour |
| Critical Incident Response Services | $275/on-site hour |
| Travel Time & Trainer Downtime | $275/hour |

# Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal, and send one copy to me and one to each of the following:

**Ms. Leslie Haase, CPA**
*Finance Director*
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

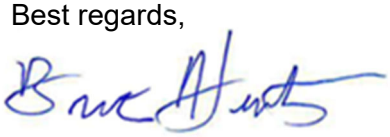
**Ms. Kimberly Wixson**
*Senior Vice President & Health Consultant*
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

All ongoing correspondence and routine matters regarding billing and administrative issues should be directed to Ms. Haase.

The City also requires timely execution of the PBM Participation Agreement, which must reflect the pricing as presented in your PBM RFP proposal as well as any follow-up or clarifying question responses. Please forward the Participation Agreement to all included in this notice for review.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with UMR and OptumRx.

Best regards,



Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Kari Tvedt
Ms. Leslie Haase
Mr. Kenny Waytashek – OptumRx Kenny.waytashek@optum.com
Mr. Bob Burnett – UMR bob.burnett@umr.com

**COUNCIL BILL NO. 2025-536** **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement 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, MISSOURI, as follows:**

Section 1. That the Agreement by and between the City of Joplin, Missouri and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Renewal Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance shall become effective on October 21, 2025.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-455 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of the article:

| | |
|---|---|
| (1) First redemption of animal within 12 months | $15.00 |
| (2) Each subsequent redemption of same animal within the preceding 12 months and additional | $15.00 |

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

| | |
|---|---|
| (1) Animal Intake and Tracking Fee | $10.91 |
| (2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof | $10.24 |
| (3) Quarantine Fee for each day or fraction thereof | $19.67 |
| (4) Euthanasia Fee | $15.52 |
| (5) Cremation Fee | $19.88 |
| (6) Small Animal Cremation Fee | $6.58 |
| (7) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc. | |

(c) Owners of impounded animals may retrieve or otherwise obtain the release of their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination.
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

Section 3. These fees are to be effective November 1, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-455– approving a 3.1% CPI increase to the fee schedule charged to the City of Joplin (City).

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPARTMENT**
Health Department

**ATTACHMENTS**
CB2025-455 Council Bill

**REVIEWED BY**
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.
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**SUMMARY**
This Council Bill authorizes a 3.1% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services at the Joplin Humane Society, Inc. The annual CPI adjustment is allowed by the current agreement with the Society. These fees impact the annual cost for sheltering and are reflected in the FY2026 budget request of $257,500 in account 110-3505-550.52-45.

**BACKGROUND**
The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contracted has been amended from time to time to reflect changes in costs at the Society for services to the City.

- The changes in fees are shown below:
- Rabies Sample Processing Fee $33.92 to $34.97
- Animal Intake and Tracking Fee $10.58 to $10.91
- The per day care charge for impoundment for dogs or cats $9.93 to $10.24
- The per day quarantine charge for dogs and cats $19.08 to$19.67
- Animal euthanasia fee $15.05 to $15.52
- Animal cremation fee $19.28 to $19.88
- Small animal cremation fee $6.38 to $6.58

The fees would become effective November 1, 2025

**FUNDING SOURCE**
The source of funding is the Health Fund.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on an emergency basis.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-456– approving a Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society)

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPARTMENT**
Health Department

**ATTACHMENTS**
CB2025-456 Humane Society Animal Sheltering Contract
CB2025-456 Supplemental Item Contract Redline Document

**REVIEWED BY**
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill authorizes an update to the Animal Sheltering Agreement between the Joplin Humane Society, Inc. and the City of Joplin providing animal sheltering services for animals brought to it by the City's animal control program staff or by residents of the City.

**BACKGROUND**
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years. The current contract was approved by City Council and is dated October 21, 2024. This contract is renewed annually.

The agreement calls for the Society to provide sheltering services for animals brought to it by the City's animal control program staff or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals, or those animals collected for a violation of city code, and rabies quarantine services for animal involved in bite situations.

The Society has requested a 3.1% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including rabies sample submission, daily care charge, animal intake and tracking, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for the agreement is approximately $257,500 which matches the proposed expense included in the 2026 budget request in account 110-3505-550.52-45.

The agreement period will be from November 1, 2025, through October 31, 2026. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive (1) year terms to coincide with the city fiscal year unless amended by both parties.

**FUNDING SOURCE**

The source of funding is the Health Fund.

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on an emergency basis to coincide with City fiscal year.

COUNCIL BILL NO. 2025-456 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Joplin Humane Society, Inc., has been the contracted animal shelter for the City of Joplin since 1975 and in calendar year 2024, did receive 2,645 animals from within the City of Joplin, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for the adjustments to sheltering fees.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, a true and accurate copy of said Agreement being attached hereto, and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

**THIS AGREEMENT** entered into this _____day of _____ 2025, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

***W I T N E S S E T H:***

**WHEREAS**, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

**WHEREAS**, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

**WHEREAS**, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

**NOW, THEREFORE**, the parties hereto do mutually agree to the following:

1. GENERAL: Subject to the terms, provisions, and restrictions of this Agreement, the AARC agrees to receive at its Shelter all live dogs, cats (except healthy free roaming cats) or other animals, excluding livestock and other farm animals, delivered to it by the City animal control officer (ACO) or other officials of City or residents of the City from and after the effective date of this Agreement; and agrees to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances as the same are from time to time amended. No additional

duties or costs may be imposed upon AARC by City without appropriate compensation and in accordance with a written amendment of the Agreement.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. JOPLIN OWNER SURRENDERS: AARC agrees to receive, all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City, without charge to residents of the City, but, subject to the charges and provisions of this Agreement. In order to regulate the number of animals received, AARC will schedule Joplin owner surrenders during normal AARC hours. City ACOs will not accept Owner surrenders in the field, unless the ACO is of the opinion that an exception must be made to this provision, due to the health or safety of the animal as documented by the ACO. In all other cases, the ACO will provide such Owner with contact information for AARC, so that the owner may schedule a time to surrender such animal to AARC. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to AARC. Upon such notice, City residents shall pay the designated animal surrender fee

(which may be a reduced amount as determined by City, in which case City shall pay any difference) to AARC.

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4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT: The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of

fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (St. Louis -All Urban Consumers), utilizing the December 12 month period index from the previous year. If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the

previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of Agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges. AARC shall accept injured animals delivered to it by City ACOs, during the hours of 9:00 am, through 5:30 pm, Monday through Friday (except national holidays) and will provide appropriate palliative and veterinarian care to said animals. The cost for such care shall be paid by the Owner if the Owner reclaims such animal, or if not, then by the City.

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri State Laboratory for rabies testing for a Thirty-Three and 92/100 ($33.92) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Ten and 91/100 ($10.91) dollars per animal.

(b) Animal **Sheltering Fee** of Ten and 24/100 ($10.24) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Nineteen and 67/100 ($19.67) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Fifteen and 52/100 ($15.52) dollars per animal.

(e) Cremation **Fee** of Nineteen and 88/100 ($19.88) Dollars or .65/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) Small **Animal Cremation Fee** of Six and 58/100 ($6.58) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

15. DEDICATED DOG RUNS: AARC agrees to dedicate three dog runs in the AARC intake area, and three exterior dog runs near the intake area for City ACOs to routinely, throughout the day or night, place stray, quarantined or animals seized by judicial proceeding, which shall be deemed delivered to AARC. No owner surrender dogs shall be placed in these dedicated runs by City ACOs, unless necessary for the health or safety of the animal as documented by the ACO. Dogs placed in these runs may be moved to the long-term animal runs to keep the dedicated runs available for ACO animal delivery. AARC will exercise its best efforts to transfer these dogs into the other spaces of the Shelter. The goal is to keep these dedicated runs cleared of animals by the close of business

and again by the opening of business each day to assure adequate space for animals delivered to AARC. In the event AARC does not have space for such dogs in the regular runs, then AARC will not accept any further ACO delivery to the dedicated runs, until space is available in the Shelter.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES: The parties acknowledge that the mission of AARC is to receive and care for pets in its custody in a safe and healthy environment, and that the cooperation of City is key to allow AARC to achieve its mission.

Likewise, the goal of City is to provide safe, effective and humane animal control for its citizens. Thus, the City and AARC share the same goals and mission. However, the ability of AARC to provide services and care in accordance with its mission, and this Agreement, is limited by the capacity of the Shelter, which is 215 adult Dogs and 145 adult Cats. Upon AARC reaching 90% capacity of either dogs or cats, or both, AARC will provide written notice to City's Director of Health and Welfare, that at a date and time certain, AARC will suspend the intake of all animals (except quarantined animals or animals impounded pursuant to Court proceeding, or those animals whose immediate health and safety is contingent upon acceptance by AARC, with each such exception being documented by the ACO.) Upon the reduction of dogs and/or cats below 90% capacity, AARC will notify Joplin's Director of Health and Welfare of the reduction of animals below capacity and of AARC's ability to accept animals. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Executive Director and, the City Director of the Department of Health and Welfare, poses a threat to the level of care the Shelter provides to its animals, AARC shall have the right, upon 24 hours' notice, to suspend acceptance of all animals. In the event of a suspension of service and 24 hours' notice is given, AARC will make every effort to accept animals stated in the exceptions listed in this section.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of November 2025 and continue until October 31, 2026. Thereafter,

subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

23. LOW-COST RABIES CLINIC: The AARC and City agree to collaborate as necessary in providing low-cost rabies clinic opportunities for residents of the city. Clinics may be City resident specific or the City may participate in other low-cost rabies clinics offered to area residents by the AARC. Costs to the City for participation in low-cost rabies clinics will be agreed upon by both parties prior to any clinic

Signed this _____ day of _____ 2025

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-537 – Approving the year-end budget amendment for FY 2025

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-537 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 2024-2025 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 the City Council budget for the estimated cost of the State Audit.
- Amending various departments for utilities, such as electric charges, water charges, wastewater charges, and sanitation charges.
- Amending various departments for fuel costs, central garage repairs and other vehicle repairs.
- Amending various departments for repairs and contracts.
- Amending various payroll accounts.
- Amending the auctioneer fee due to the size of the auction this year.
- Amending various grant accounts.
- Amending the Pension Sales Tax Gap Cost expenditure.
- Amending the Utility Cuts account.
- Amending the Engineering Fee Transfer from certain funds to the General Fund.
- Amending Sewer Shut Off/Reconnect Fees and Bad Debt Expense.
- Amending Health Insurance and General Liability Claims expenses.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $6,511,800.00.

This is a budget amendment based on expected expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the accrual entries are completed for the annual audit.

**FUNDING SOURCE**
This item is not applicable for budget amendments.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis.

**COUNCIL BILL NO. 2025-537** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2024-151 on October 21, 2024, which estimated revenues and appropriated funds for the fiscal year 2024-2025; 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 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Six Million Five Hundred Eleven Thousand Eight Hundred Dollars and No Cents ($6,511,800.00) 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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|
| 001 | General Fund | | | | |
| | City Council | 001-0101-500-5010 | Consulting Fees | $ | 250,000 |
| | Communications Administrati | 001-0601-500-1010 | Regular Wages | | 5,000 |
| | City Clerk | 001-0801-500-1010 | Regular Wages | | 10,000 |
| | Legal Services-Prop Action | 001-1022-500-3205 | Postage | | 1,000 |
| | Legal Services-Prop Action | 001-1022-500-7030 | Fees & Permits | | 2,000 |
| | Human Resources | 001-1202-500-3015 | Telephone Charges | | 1,000 |
| | Building Regulations | 001-1506-570-1010 | Regular Wages | | 20,000 |
| | Building Regulations | 001-1506-570-1020 | Overtime Wages | | 20,000 |
| | Building Regulations | 001-1506-570-1610 | Worker's Compensation | | 5,000 |
| | Building Regulations | 001-1506-570-1625 | LAGERS Retirement | | 5,000 |
| | Building Regulations | 001-1506-570-6005 | Travel Expenses | | 1,700 |
| | Building Regulations | 001-1506-570-6115 | Educational Materials | | 3,700 |
| | Building Regulations | 001-1506-570-7010 | Copy Services | | 3,000 |
| | Finance Accounting Services | 001-2003-500-3120 | Other Utility Services | | 7,000 |
| | Finance Accounting Services | 001-2003-500-5045 | Auctioneer Fee | | 46,000 |
| | Finance Accounting Services | 001-2003-500-7020 | Legal Notices | | 5,000 |
| | Finance Accounting Services | 001-2003-500-7130 | Bank Charges | | 5,000 |
| | Information Technology | 001-2501-500-1010 | Regular Wages | | 25,000 |
| | Information Technology | 001-2501-500-1530 | Standby Pay | | 10,000 |
| | Information Technology | 001-2501-500-2110 | Computer Software | | 10,000 |
| | Information Technology | 001-2501-500-5010 | Consulting Fees | | 3,000 |
| | Information Technology | 001-2501-500-5220 | Network Services | | 20,000 |
| | Information Technology | 001-2501-500-8315 | Computer Equipment | | 4,000 |
| | Municipal Court-Administratic | 001-3001-500-1010 | Regular Wages | | 10,000 |
| | Municipal Court-Administratic | 001-3001-500-3205 | Postage | | 2,000 |
| | Municipal Court-Judicial Serv | 001-3002-500-5105 | Judicial Services | | 3,000 |
| | Public Works-Administration | 001-4501-500-6005 | Travel Expenses | | 1,000 |
| | Public Works-Facility Mainter | 001-4502-520-3210 | Freight & Delivery | | 1,000 |
| | Public Works-Facility Mainter | 001-4502-520-4125 | General Equipment Repairs | | 4,000 |
| | Public Works-City Hall Maint | 001-4504-520-1010 | Regular Wages | | 15,000 |
| | Public Works-City Hall Maint | 001-4504-520-3030 | Wastewater Charges | | 1,000 |
| | Public Works-City Hall Maint | 001-4504-520-5265 | Maintenance Contracts | | 2,000 |
| | Public Works-Engineering | 001-4505-520-2050 | Operational Supplies | | 2,000 |
| | Public Works-Engineering | 001-4505-520-2120 | General Office Supplies | | 2,000 |
| | Public Works-Engineering | 001-4505-520-5010 | Consulting Fees | | 5,000 |
| | Public Works-Engineering | 001-4505-520-5265 | Maintenance Contracts | | 2,000 |
| | Public Works-Engineering | 001-4505-520-6005 | Travel Expenses | | 1,000 |
| | Public Works-Engineering | 001-4505-520-7010 | Copy Services | | 2,000 |
| | Public Works-Engineering | 001-4505-520-7030 | Fees & Permits | | 3,000 |
| | Public Works-Operations | 001-4506-520-2120 | General Office Supplies | | 500 |
| | Public Works-Operations | 001-4506-520-3205 | Postage | | 500 |
| | Public Works-Operations | 001-4506-520-7010 | Copy Services | | 1,000 |
| | Police-Administration | 001-5501-510-2010 | Wearing Apparel | | 3,000 |
| | Police-Administration | 001-5501-510-4210 | Central Garage Repairs | | 5,000 |
| | Police-Administration | 001-5501-510-5086 | Comm Found PD Grant | | 15,000 |
| | Police-Administration | 001-5501-510-5177 | Police Crime Tip Line | | 6,400 |
| | Police-Administration | 001-5501-510-7030 | Fees & Permits | | 1,000 |
| | Police-Patrol | 001-5502-510-1020 | Overtime Wages | | 20,000 |
| | Police-Patrol | 001-5502-510-1530 | Standby Pay | | 65,000 |
| | Police-Patrol | 001-5502-510-2730 | K-9 Patrol Supplies | | 3,000 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| | Police-Professional Stds | 001-5504-510-1020 | Overtime Wages | | | 10,000 |
| | Police-Professional Stds | 001-5504-510-1625 | LAGERS Retirement | | | 10,000 |
| | Police-Professional Stds | 001-5504-510-3115 | Fuel, Oil & Diesel | | | 3,000 |
| | Police-Professional Stds | 001-5504-510-5265 | Maintenance Contracts | | | 2,000 |
| | Police-Professional Stds | 001-5504-510-7010 | Copy Services | | | 1,000 |
| | Police-Jail Services | 001-5507-510-1010 | Regular Wages | | | 52,000 |
| | Police-Jail Services | 001-5507-510-1020 | Overtime Wages | | | 10,000 |
| | Police-Jail Services | 001-5507-510-1110 | Part-Time Wages | | | 20,000 |
| | Police-Jail Services | 001-5507-510-1120 | Part-Time Overtime Wages | | | 10,000 |
| | Police-Local Grants | 001-5593-510-1010 | Regular Wages | | | 15,000 |
| | Police-Local Grants | 001-5593-510-1020 | Overtime Wages | | | 10,000 |
| | Police-Local Grants | 001-5593-510-1530 | Standby Pay | | | 5,000 |
| | Police-Local Grants | 001-5593-510-1610 | Worker's Compensation | | | 5,000 |
| | Fire-Operations | 001-6002-510-1010 | Regular Wages | | | 287,000 |
| | Fire-Operations | 001-6002-510-1020 | Overtime Wages | | | 15,000 |
| | Fire-Operations | 001-6002-510-1530 | Standby Pay | | | 100,000 |
| | Fire-Operations | 001-6002-510-1725 | Employee Physicals | | | 5,000 |
| | Fire-Operations | 001-6002-510-2105 | Computer Supplies | | | 6,000 |
| | Fire-Operations | 001-6002-510-2405 | Hand Tools | | | 2,500 |
| | Fire-Operations | 001-6002-510-2420 | Tires | | | 1,500 |
| | Fire-Operations | 001-6002-510-4125 | General Equipment Repairs | | | 12,000 |
| | Fire-Operations | 001-6002-510-4205 | Vehicle Repairs | | | 10,000 |
| | Fire-Operations | 001-6002-510-6110 | Publications & Subscriptions | | | 1,000 |
| | Fire-Prevention & Training | 001-6003-510-1020 | Overtime Wages | | | 5,000 |
| | Fire-Prevention & Training | 001-6003-510-1530 | Standby Pay | | | 15,000 |
| | Fire-Prevention & Training | 001-6003-510-3115 | Fuel, Oil & Diesel | | | 4,000 |
| | Fire-Prevention & Training | 001-6003-510-4205 | Vehicle Repairs | | | 1,000 |
| | Fire-Fire Hydrants | 001-6006-510-8615 | Fire Hydrants | | | 15,000 |
| | Fire-Federal Grants | 001-6090-510-8315 | Computer Equipment | | | 4,000 |
| | Cemeteries | 001-6540-560-2050 | Operational Supplies | | | 2,000 |
| | Cemeteries | 001-6540-560-3020 | Water Charges | | | 2,000 |
| | Cemeteries | 001-6540-560-7015 | Advertising | | | 1,500 |
| | Emergency Management | 001-7001-510-3005 | Electric Charges | | | 1,000 |
| | Emergency Management | 001-7002-510-2120 | General Office Supplies | | | 500 |
| | Emergency Management | 001-7002-510-8230 | Emergency Operating Equip | | | 10,000 |
| | NI-Prop Action | 001-8022-510-5010 | Consulting Fees | | | 5,000 |
| | NI-Prop Action | 001-8022-510-6005 | Travel Expenses | | | 2,500 |
| | Total General Fund | | | $ | - | 1,300,300 |
| 010 | Pension Sales Tax | | | | | |
| | P&F Pension Services | 010-2005-500-7180 | LAGERS Gap Cost | $ | | 1,000,000 |
| | Total Pension Sales Tax Fund | | | $ | - | 1,000,000 |
| 101 | Public Safety Sales Tax | | | | | |
| | Police | 101-5575-510-1020 | Overtime Wages | $ | | 10,000 |
| | Police | 101-5575-510-1530 | Standby Pay | | | 10,000 |
| | Police | 101-5575-510-1720 | Employee Recruitment | | | 1,000 |
| | Police | 101-5575-510-2010 | Wearing Apparel & Access | | | 2,000 |
| | Police | 101-5575-510-5265 | Maintenance Contracts | | | 7,000 |
| | Fire-Prop Action | 101-6022-510-1010 | Regular Wages | | | 10,000 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| | Fire-Prop Action | 101-6022-510-1020 | Overtime Wages | | | 25,000 |
| | Fire-Prop Action | 101-6022-510-1605 | Health Insurance | | | 5,000 |
| | Fire-Prop Action | 101-6022-510-1610 | Worker's Compensation | | | 10,000 |
| | Fire-Prop Action | 101-6022-510-3115 | Fuel, Oil & Diesel | | | 1,000 |
| | Fire-Prop Action | 101-6022-510-8310 | Furnishings | | | 3,500 |
| | Fire | 101-6075-510-1010 | Regular Wages | | | 60,000 |
| | Fire | 101-6075-510-1020 | Overtime Wages | | | 20,000 |
| | Fire | 101-6075-510-1530 | Standby Pay | | | 40,000 |
| | Fire | 101-6075-510-3115 | Fuel, Oil & Diesel | | | 8,000 |
| | Fire | 101-6075-510-5265 | Maintenance Contracts | | | 3,000 |
| | Training Center | 101-6275-510-2840 | Facility Lease | | | 3,000 |
| | Training Center | 101-6275-510-4125 | General Equipment Repairs | | | 3,500 |
| | Total Public Safety Sales Tax Fund | | | $ | - | 222,000 |
| 105 | CVB Fund | | | | | |
| | CVB Administration | 105-4001-560-1610 | Worker's Compensation | $ | | 2,000 |
| | CVB Administration | 105-4001-560-2815 | Special Events & Promotions | | | 45,000 |
| | CVB Special Projects | 105-4080-560-1020 | Overtime Wages | | | 2,000 |
| | CVB Special Projects | 105-4080-560-6005 | Travel Expenses | | | 8,000 |
| | CVB State Grants | 105-4091-560-5055 | Contractor Fees | | | 19,000 |
| | CVB State Grants | 105-4091-560-7015 | Advertising | | | 36,000 |
| | Total CVB Fund | | | $ | - | 112,000 |
| 110 | Health Fund | | | | | |
| | Health Administration | 110-3501-550-1610 | Regular Wages | $ | | 3,000 |
| | Health Administration | 110-3501-550-3015 | Telephone Services | | | 500 |
| | Health Administration | 110-3501-550-3020 | Water Charges | | | 500 |
| | Health Administration | 110-3501-550-8315 | Computer Equipment | | | 1,500 |
| | Health WIC Services | 110-3502-550-2615 | Pharmacy & Medical Supplies | | | 1,500 |
| | Health WIC Services | 110-3502-550-3015 | Telephone Services | | | 500 |
| | Health WIC Services | 110-3502-550-3020 | Water Charges | | | 500 |
| | Health WIC Services | 110-3502-550-5270 | Interpreter Services | | | 1,500 |
| | Health WIC Services | 110-3502-550-6005 | Travel Expenses | | | 3,000 |
| | Health Environmental Service | 110-3503-550-3020 | Water Charges | | | 500 |
| | Health Environmental Service | 110-3503-550-3030 | Wastewater Charges | | | 500 |
| | Health Medical Services | 110-3504-550-2110 | Computer Software | | | 7,500 |
| | Health Medical Services | 110-3504-550-2770 | Community CPR Class Supplies | | | 500 |
| | Health Medical Services | 110-3504-550-3015 | Telephone Services | | | 500 |
| | Health Medical Services | 110-3504-550-3020 | Water Charges | | | 500 |
| | Health Medical Services | 110-3505-550-3030 | Wastewater Charges | | | 500 |
| | Health Animal Control | 110-3505-550-1530 | Standby Pay | | | 10,000 |
| | Health Animal Control | 110-3505-550-1605 | Health Insurance | | | 10,000 |
| | Health Animal Control | 110-3505-550-3020 | Water Charges | | | 500 |
| | Health Public Health Prepare | 110-3507-550-3020 | Water Charges | | | 500 |
| | Health Public Health Prepare | 110-3507-550-3030 | Wastewater Charges | | | 500 |
| | Total Health Fund | | | $ | - | 44,500 |
| 115 | Parks Fund | | | | | |
| | Parks Administration | 115-6501-560-2120 | General Offic Supplies | $ | | 1,000 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| | Parks Administration | 115-6501-560-7513 | Friends of the Park Program | | | 1,500 |
| | Parks Pools | 115-6510-560-1610 | Worker's Compensation | | | 10,000 |
| | Parks Pools | 115-6510-560-2210 | Resale Concession Supplies | | | 15,000 |
| | Parks Pools | 115-6510-560-3010 | Gas Charges | | | 500 |
| | Parks Pools | 115-6510-560-3035 | Sanitation Charges | | | 4,000 |
| | Parks Pools | 115-6510-560-5265 | Maintenance Contracts | | | 1,000 |
| | Parks Pools | 115-6510-560-7030 | Fees & Permits | | | 1,000 |
| | Parks Recreation Programs | 115-6511-560-1020 | Overtime Wages | | | 3,000 |
| | Parks Recreation Programs | 115-6511-560-1110 | Part-Time Wages | | | 8,000 |
| | Parks Recreation Programs | 115-6511-560-5250 | Officiating Services | | | 8,000 |
| | Parks Recreation Programs | 115-6511-560-7015 | Advertising | | | 5,000 |
| | Parks Recreation Programs | 115-6511-560-7131 | Merchant Card Service Fee | | | 5,000 |
| | Parks Senior Services | 115-6512-560-3020 | Water Charges | | | 500 |
| | Parks Senior Services | 115-6512-560-4105 | Property Repairs & Maintenance | | | 1,000 |
| | Parks Museum Operations | 115-6514-560-1010 | Regular Wages | | | 9,000 |
| | Parks Museum Operations | 115-6514-560-1020 | Overtime Wages | | | 1,000 |
| | Parks Museum Operations | 115-6514-560-1110 | Part-Time Wages | | | 3,000 |
| | Parks Museum Operations | 115-6514-560-2050 | Operational Supplies | | | 2,500 |
| | Parks Museum Operations | 115-6514-560-3015 | Telephone Charges | | | 500 |
| | Parks Museum Operations | 115-6514-560-7205 | Resale Inventory | | | 1,000 |
| | Parks Museum Operations | 115-6514-560-8010 | Building Improvements | | | 2,000 |
| | Parks Athletic Complex | 115-6516-560-2050 | Operational Supplies | | | 5,000 |
| | Parks Athletic Complex | 115-6516-560-2110 | Computer Software | | | 1,000 |
| | Parks Athletic Complex | 115-6516-560-3035 | Sanitation Charges | | | 2,000 |
| | Parks Athletic Complex | 115-6516-560-3115 | Fuel, Oil & Diesel | | | 10,000 |
| | Parks Athletic Complex | 115-6516-560-4105 | Property Repairs & Maintenance | | | 11,500 |
| | Parks Athletic Complex | 115-6516-560-6005 | Travel Expenses | | | 500 |
| | Parks Athletic Complex | 115-6516-560-7205 | Resale Inventory | | | 3,000 |
| | Parks Stadium Maintenance | 115-6530-560-3005 | Electric Charges | | | 2,000 |
| | Parks Stadium Maintenance | 115-6530-560-4105 | Property Repairs & Maintenance | | | 4,000 |
| | Parks Stadium Maintenance | 115-6530-560-7030 | Fees & Permits | | | 2,000 |
| | Parks Grounds Maintenance | 115-6532-560-1010 | Regular Wages | | | 15,000 |
| | Parks Grounds Maintenance | 115-6532-560-1110 | Part-Time Wages | | | 45,000 |
| | Parks Grounds Maintenance | 115-6532-560-1610 | Worker's Compensation | | | 10,000 |
| | Parks Grounds Maintenance | 115-6532-560-2040 | Hardware Supplies | | | 5,000 |
| | Parks Grounds Maintenance | 115-6532-560-2405 | Hand Tools | | | 1,000 |
| | Parks Grounds Maintenance | 115-6532-560-2610 | First Aid Supplies | | | 1,000 |
| | Parks Grounds Maintenance | 115-6532-560-2845 | Landscaping Materials | | | 5,000 |
| | Parks Grounds Maintenance | 115-6532-560-3030 | Wastewater Charges | | | 4,000 |
| | Parks Grounds Maintenance | 115-6532-560-4105 | Property Repairs & Maintenance | | | 32,000 |
| | Total Parks Fund | | | $ | - | 242,500 |
| 120 | Solid Waste Management Fund | | | | | |
| | Planning Administration | 120-4510-540-1010 | Regular Wages | $ | | 11,000 |
| | Trash Services | 120-4515-540-5030 | WW/Trash Administration | | | 25,000 |
| | Total Solid Waste Management Fund | | | $ | - | 36,000 |
| 130 | Parks & Stormwater Sales Tax Fund | | | | | |
| | Stormwater Projects | 130-4555-530-8665 | Stormwater Projects | $ | | 1,000,000 |
| | Parks Prop Action | 130-6522-560-2050 | Operational Supplies | | | 2,500 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| | Parks Projects | 130-6550-560-1010 | Regular Wages | | | 5,000 |
| | Parks Projects | 130-6550-560-1020 | Overtime Wages | | | 5,000 |
| | Parks Projects | 130-6550-560-1210 | Seasonal Wages | | | 20,000 |
| | Parks Projects | 130-6550-560-1615 | Fica Expense | | | 5,000 |
| | Parks Projects | 130-6550-560-2845 | Landscaping Materials | | | 3,000 |
| | Parks Projects | 130-6550-560-8105 | Land Acquisition | | | 36,000 |
| | Total Parks & Stormwater Sales Tax Fund | | | $ | - | 1,076,500 |
| 140 | TST Fund | | | | | |
| | Street Maintenance | 140-4520-530-2825 | Safety Equipment | $ | | 2,300 |
| | Street Maintenance | 140-4520-530-4110 | Utility Cut Repairs | | | 300,000 |
| | Street Maintenance | 140-4520-530-4145 | Mineshaft Repairs | | | 15,000 |
| | Street Maintenance | 140-4520-530-9699 | Engineering Fee Transfer | | | 50,000 |
| | Prop Action | 140-4522-530-9699 | Engineering Fee Transfer | | | 25,000 |
| | Traffic Signal Maintenance | 140-4531-530-2555 | Streetlight Supplies | | | 3,000 |
| | MAPS | 140-5002-530-2050 | Operational Supplies | | | 1,000 |
| | MAPS | 140-5002-530-3020 | Water Charges | | | 500 |
| | MAPS | 140-5002-530-3030 | Wastewater Charges | | | 500 |
| | MAPS | 140-5002-530-4105 | Property Repairs & Maintenance | | | 35,000 |
| | MAPS | 140-5002-530-4120 | Building Repairs | | | 30,000 |
| | MAPS | 140-5002-530-4215 | Other Vehicle Repairs | | | 21,000 |
| | MAPS | 140-5002-530-7005 | Printing Services | | | 20,000 |
| | Total TST Fund | | | $ | - | 503,300 |
| 145 | Capital Improvement Sales Tax Fund | | | | | |
| | Capital Improvement Projects | 145-4565-520-9699 | Engineering Fee Transfer | $ | | 500,000 |
| | Total Capital Improvement Sales Tax Fund | | | $ | - | 500,000 |
| 150 | Community Planning Fund | | | | | |
| | Planning & Zoning | 150-1505-570-3205 | Postage Charges | $ | | 1,500 |
| | Planning & Zoning | 150-1505-570-5010 | Consulting Fees | | | 3,000 |
| | Planning & Zoning | 150-1505-570-7010 | Copy Services | | | 3,000 |
| | Cares CDBG Grant | 150-1519-570-7516 | Public Service Grant | | | 10,000 |
| | Total Community Planning Fund | | | $ | - | 17,500 |
| 405 | Airport Fund | | | | | |
| | Regional Airport | 405-5004-520-3020 | Water Charges | $ | | 2,000 |
| | Regional Airport | 405-5004-520-3030 | Wastewater Charges | | | 1,000 |
| | Regional Airport | 405-5004-520-3115 | Fuel, Oil & Diesel | | | 2,000 |
| | Regional Airport | 405-5004-520-3205 | Postage Charges | | | 500 |
| | Regional Airport | 405-5004-520-5010 | Consulting Services | | | 15,000 |
| | Regional Airport | 405-5004-520-5120 | Janitorial Services | | | 1,000 |
| | Total Airport Fund | | | $ | - | 21,500 |
| 410 | Golf Course Fund | | | | | |
| | Golf Administration | 410-6520-560-1210 | Seasonal Wages | $ | | 20,000 |
| | Golf Administration | 410-6520-560-2050 | Operational Supplies | | | 6,000 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| | Golf Administration | 410-6520-560-2210 | Resale Concessions | | | 20,000 |
| | Golf Administration | 410-6520-560-3020 | Water Charges | | | 5,000 |
| | Golf Administration | 410-6520-560-3030 | Wastewater Charges | | | 1,000 |
| | Golf Administration | 410-6520-560-4105 | Property Repairs & Maint | | | 3,500 |
| | Golf Administration | 410-6520-560-5265 | Maintenance Contracts | | | 500 |
| | Golf Administration | 410-6520-560-7005 | Printing Services | | | 1,500 |
| | Golf Administration | 410-6520-560-7030 | Fees & Permits | | | 2,000 |
| | Golf Administration | 410-6520-560-7205 | Resale Inventory | | | 40,000 |
| | Grounds Maintenance | 410-6521-560-1010 | Regular Wages | | | 18,000 |
| | Grounds Maintenance | 410-6521-560-1020 | Overtime Wages | | | 2,000 |
| | Grounds Maintenance | 410-6521-560-1220 | Seasonal Overtime Wages | | | 25,000 |
| | Grounds Maintenance | 410-6521-560-1610 | Worker's Compensation | | | 5,000 |
| | Grounds Maintenance | 410-6521-560-1615 | Fica Expense | | | 5,000 |
| | Grounds Maintenance | 410-6521-560-2030 | Maintenance Supplies | | | 4,000 |
| | Grounds Maintenance | 410-6521-560-2845 | Landscaping Materials | | | 4,000 |
| | Grounds Maintenance | 410-6521-560-4105 | Property Repairs & Maint | | | 6,000 |
| | Grounds Maintenance | 410-6521-560-4210 | Central Garage Repairs | | | 30,000 |
| | Grounds Maintenance | 410-6521-560-5265 | Maintenance Contracts | | | 2,000 |
| | Grounds Maintenance | 410-6521-560-6005 | Travel Expenses | | | 2,000 |
| | Total Golf Course Fund | | | $ | - | 202,500 |
| 415 | Sanitary Sewer Fund | | | | | |
| | Billing & Collection | 415-2002-540-1020 | Overtime Wages | $ | | 2,000 |
| | Billing & Collection | 415-2002-540-1605 | Health Insurance | | | 6,000 |
| | Billing & Collection | 415-2002-540-3205 | Postage Charges | | | 5,000 |
| | Billing & Collection | 415-2002-540-5180 | Shut Off/Reconnect Fees | | | 60,000 |
| | Billing & Collection | 415-2002-540-7120 | Bad Debt Expense | | | 375,000 |
| | Billing & Collection | 415-2002-540-8220 | Operating Equipment | | | 5,200 |
| | Sewer Treatment | 415-4541-540-2050 | Operational Supplies | | | 20,000 |
| | Sewer Treatment | 415-4541-540-2605 | Chemical & Lab Supplies | | | 30,000 |
| | Sewer Treatment | 415-4541-540-2835 | Equipment Lease & Rental | | | 20,000 |
| | Sewer Treatment | 415-4541-540-3005 | Electric Charges | | | 200,000 |
| | Sewer Treatment | 415-4541-540-3020 | Water Charges | | | 80,000 |
| | Sewer Treatment | 415-4541-540-3030 | Wastewater Charges | | | 15,000 |
| | Sewer Treatment | 415-4541-540-3115 | Fuel, Oil & Diesel | | | 7,000 |
| | Sewer Treatment | 415-4541-540-5265 | Maintenance Contracts | | | 2,000 |
| | Sewer Maintenance | 415-4542-540-2045 | Paint & Paint Supplies | | | 7,000 |
| | Total Sanitary Sewer Fund | | | $ | - | 834,200 |
| 505 | Central Garage Fund | | | | | |
| | Central Garage | 505-7870-500-2825 | Safety Equipment | $ | | 5,000 |
| | Total Central Garage Fund | | | $ | - | 5,000 |
| 510 | Health Self-Insurance Fund | | | | | |
| | Employee Health | 510-7504-500-2205 | Food & Beverage | $ | | 1,000 |
| | Employee Health | 510-7504-500-5235 | Benefit Plan Administration | | | 10,000 |
| | Employee Health | 510-7504-500-5305 | Judgments & Claims | | | 110,000 |
| | Total Health Self-Insurance Fund | | | $ | - | 121,000 |

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
20-Oct-25

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 515 | General Liability Insurance Fund | | | | | |
| | Liability Insurance | 515-7501-500-5235 | Benefit Plan Administration | $ | | 6,000 |
| | Liability Insurance | 515-7501-500-5305 | Judgments & Claims | | | 250,000 |
| | Liability Insurance | 515-7501-500-7140 | Insurance Premiums | | | 5,000 |
| | Total General Liability Insurance Fund | | | $ | - | 261,000 |
| 520 | Emergency Communications Fund | | | | | |
| | Dispatch Services | 520-8502-510-6105 | Dues & Memberships | $ | | 4,000 |
| | Radio Services | 520-8503-510-1020 | Overtime Wages | | | 2,000 |
| | Radio Services | 520-8503-510-1530 | Standby Pay | | | 4,000 |
| | Radio Services | 520-8503-510-1610 | Worker's Compensation | | | 2,000 |
| | Total Emergency Communications Fund | | | $ | - | 12,000 |
| | Grand Total | | | $ | - | 6,511,800 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-538 – Approving the FY 2026 Budget, excluding the Fire Department Expenditures

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-538 Ordinance; Budget Summary for the FY 2026 Budget; and Summary of Governmental and Proprietary Funds by Department; and Budget Reconciliation-Proposed to Adopted

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

**SUMMARY**
This Council Bill approves the 2025-2026 budget, excluding the Fire Department expenditures, for the City of Joplin.

**BACKGROUND**
This Council Bill adopts the 2025-2026 budget for the City of Joplin and appropriates funding for each specific operating department, excluding the Fire Department budget. This budget estimates a total amount of $167,735,758.00 in revenue (including transfers but excluding component units) and a total amount of $185,222,301.00 in appropriations (including transfers but excluding component units).

This Council Bill approves $173,569,788.00 in appropriations (including transfers but excluding component units), which excludes the Fire Department budget.

**FUNDING SOURCE**
This item is not applicable for the budget adoption.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis due to the start of the fiscal year on November 1, 2025.

**COUNCIL BILL NO. 2025-538 ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2025 to October 31, 2026, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years; and,

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon.

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

Section 1. The FY 2025-2026 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2025 to October 31, 2026.

Section 2. The detailed estimated revenues, including transfers but excluding component units, of the City for the period from November 1, 2025 to October 31, 2026 are $167,735,758.00 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document excluding component units and the Fire Department Expenditures, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2025 to October 31, 2026 are $173,569,788.00.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2024-2025 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2025. The amount of the increase to the FY 2025-2026 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That, if and when, appropriations are made during the Budget period November 1,

2025 to October 31, 2026, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# BUDGET RECONCILIATION
# PROPOSED TO ADOPTED BUDGET
# FY 2025-2026

| Fund/Department/Division | Description | | Proposed Budget | Adopted Budget | Increase/ (Decrease) |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| **General Fund** | Fee Review Increase | (2) | - | 19,250 | 19,250 |
| **Parks & Recreation** | Fee Review Increase | (2) | - | 42,594 | 42,594 |
| **Community Planning** | Fee Review Increase | (2) | - | 9,509 | 9,509 |
| **Municipal Golf** | Fee Review Increase | (2) | - | 95,025 | 95,025 |
| | **Total Revenue Increase/(Decrease)** | | **$ -** | **$ 166,378** | **$ 166,378** |
| **APPROPRIATIONS** | | | | | |
| **General Fund** | | | | | |
| City Manager: Special Projects | Chamber Contract | (2) | 287,000 | 312,000 | 25,000 |
| Municipal Court: Administration | Payroll Adjustment | (2) | 385,757 | 388,757 | 3,000 |
| Public Works: City Facility Maintenance | Payroll Adjustment | (2) | 72,313 | 74,813 | 2,500 |
| Public Works: City Hall Maintenance | Payroll Adjustment | (2) | 154,621 | 157,121 | 2,500 |
| Fire: Operations | Payroll Adjustment | (2) | 3,778,791 | 3,836,291 | 57,500 |
| **Public Safety Sales Tax** | | | | | |
| Fire | Payroll Adjustment | (2) | 1,628,399 | 1,693,399 | 65,000 |
| **Convention & Tourism** | Joplin Sports Authority | (2) | 495,000 | 595,000 | 100,000 |
| **Parks & Recreation** | | | | | |
| Pools | Payroll Adjustment | (2) | 530,000 | 586,000 | 56,000 |
| **Transportation Sales Tax Fund** | | | | | |
| Street Maintenance | Payroll Adjustment | (2) | 981,952 | 984,452 | 2,500 |
| Public Transportation | Payroll Adjustment | (2) | 855,162 | 857,662 | 2,500 |
| **Capital Improvement Sales Tax Fund** | | | | | |
| Capital Improvement Projects | 7th Street Sidewalks - TC0710 | (3) | 2,000,000 | - | (2,000,000) |
| | 7th & Illinois Intersection - TC0720 | (3) | 500,000 | - | (500,000) |
| | Willow Branch - TC0713 | (3) | 4,000,000 | - | (4,000,000) |
| **Regional Airport** | Payroll Adjustment | (2) | 391,690 | 392,490 | 800 |
| **Emergency Communications** | | | | | |
| Communications Dispatch Services | Replacement Shredder | (3) | - | 4,500 | 4,500 |
| | **Total Appropriation Increase/(Decrease)** | | **$ 16,060,685** | **$ 9,882,485** | **$ (6,178,200)** |

**NOTES:**

(1) Corrections and adjustments made by staff during budget review.

(2) Budget work session adjustments.

(3) Changes that occurred between Proposed & Adopted Budget.

# Budget Summary

| | Governmental Funds | Proprietary Funds | Component Units | Total All Funds |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ 78,570,691 | $ - | $ 1,667,500 | $ 80,238,191 |
| Licenses & Permits | 2,267,384 | - | - | 2,267,384 |
| Fines & Forfeitures | 857,100 | - | - | 857,100 |
| Service Charges & User Fees | 3,934,269 | 28,025,064 | - | 31,959,333 |
| Charges & Assessments | 1,634,584 | 12,510,231 | - | 14,144,815 |
| Other Income & Donations | 3,312,800 | 1,198,500 | - | 4,511,300 |
| Intergovernmental | 21,193,116 | 96,500 | - | 21,289,616 |
| **TOTAL REVENUES** | **$ 111,769,944** | **$ 41,830,295** | **$ 1,667,500** | **$ 155,267,739** |
| **EXPENDITURES** | | | | |
| General Government | $ 9,993,826 | $ 14,186,061 | $ 1,302,011 | $ 25,481,898 |
| Public Safety | 38,053,944 | 2,400,135 | - | 40,454,079 |
| Public Works | 4,329,443 | 5,368,292 | - | 9,697,735 |
| Highways & Streets | 45,309,868 | - | - | 45,309,868 |
| Environmental | 3,478,176 | 15,317,392 | - | 18,795,568 |
| Health Services | 3,217,729 | - | - | 3,217,729 |
| Culture & Recreation | 13,422,192 | 1,315,816 | - | 14,738,008 |
| Social Services | 6,978,410 | - | - | 6,978,410 |
| Debt Service | - | 208,465 | - | 208,465 |
| Infrastructure/Economic Development | 4,475,000 | - | - | 4,475,000 |
| **TOTAL EXPENDITURES** | **$ 129,258,588** | **$ 38,796,161** | **$ 1,302,011** | **$ 169,356,760** |
| **EXCESS REVENUES OVER (UNDER) EXPEN.** | **$ (17,488,644)** | **$ 3,034,134** | **$ 365,489** | **$ (14,089,021)** |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 12,270,519 | $ 1,865,000 | $ - | 14,135,519 |
| Transfers Out | (14,961,354) | (2,206,198) | - | (17,167,552) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (2,690,835)** | **$ (341,198)** | **$ -** | **$ (3,032,033)** |
| **NET CHANGE IN FUND BALANCE** | **$ (20,179,479)** | **$ 2,692,936** | **$ 365,489** | **$ (17,121,054)** |
| **FUND BALANCE, BEGINNING OF YEAR** | **$ 90,950,303** | **$ 200,271,247** | **$ 10,170,010** | **$ 301,391,560** |
| **FUND BALANCE, END OF YEAR** | **$ 70,770,824** | **$ 202,964,183** | **$ 10,535,499** | **$ 284,270,506** |
| **FUND BALANCE SUMMARY:** | | | | |
| Invested in Capital Assets (Proprietary Funds) | $ - | $ 158,227,304 | $ - | $ 158,227,304 |
| Reserved for Equipment Replacement | - | 3,703,761 | - | 3,703,761 |
| Other Reserves/Designations | 19,285,789 | - | - | 19,285,789 |
| Unrestricted Fund Balance/Net Assets | 51,485,035 | 41,033,118 | 10,535,499 | 103,053,652 |
| **TOTAL FUND BALANCE SUMMARY** | **$ 70,770,824** | **$ 202,964,183** | **$ 10,535,499** | **$ 284,270,506** |

# Summary of Governmental Funds

| | General Fund | 1/2-Cent Sales Tax Pension | Public Safety Sales Tax Fund | Convention & Tourism Fund | Health & Welfare Fund | Parks & Recreation Fund | Solid Waste Management Fund |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Taxes | $ 28,678,255 | $ 10,177,538 | $ 10,177,538 | $ 1,655,000 | $ 549,300 | $ 549,300 | $ 549,300 |
| Licenses & Permits | 2,215,250 | - | - | - | - | 8,000 | - |
| Fines & Forfeitures | 857,100 | - | - | - | - | - | - |
| Service Charges & User Fees | 133,000 | - | 2,000 | - | 8,900 | 727,094 | 2,937,500 |
| Charges & Assessments | 224,684 | - | - | 500 | 134,400 | - | 35,000 |
| Other Income & Donations | 3,128,500 | - | - | 1,200 | 14,500 | 30,100 | - |
| Federal Grants | 1,402,550 | - | - | - | 402,608 | - | - |
| State Grants | 119,650 | - | - | 45,248 | 922,404 | - | 40,000 |
| Local Grants | 215,540 | - | - | 50,000 | 54,000 | 3,000 | - |
| **TOTAL REVENUES** | **$ 36,974,529** | **$ 10,177,538** | **$ 10,179,538** | **$ 1,751,948** | **$ 2,086,112** | **$ 1,317,494** | **$ 3,561,800** |
| **EXPENDITURES** | | | | | | | |
| General Government | $ 9,931,968 | $ - | $ - | $ - | $ - | $ - | $ 61,858 |
| Public Safety | 20,175,909 | 10,027,538 | 7,850,497 | - | - | - | - |
| Public Works | 2,509,534 | - | 375,000 | - | - | - | - |
| Highways & Streets | - | - | - | - | - | - | - |
| Environmental | - | - | - | - | - | - | 3,478,176 |
| Health Services | - | - | - | - | 3,217,729 | - | - |
| Culture & Recreation | 711,308 | - | - | 1,744,799 | - | 5,404,524 | - |
| Social Services | 3,119,638 | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - |
| Infrastructure/Economic Dev. | - | - | - | - | - | - | - |
| **TOTAL EXPENDITURES** | **$ 36,448,357** | **$ 10,027,538** | **$ 8,225,497** | **$ 1,744,799** | **$ 3,217,729** | **$ 5,404,524** | **$ 3,540,034** |
| **EXCESS REVENUES OVER (UNDER) EXPENDITURES** | **$ 526,172** | **$ 150,000** | **$ 1,954,041** | **$ 7,149** | **$ (1,131,617)** | **$ (4,087,030)** | **$ 21,766** |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Transfers In | $ 6,429,153 | $ - | $ - | $ - | $ 1,220,000 | $ 4,168,000 | $ - |
| Transfers Out | (7,010,381) | (150,000) | (2,091,669) | (77,596) | (81,173) | (157,742) | (66,201) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (581,228)** | **$ (150,000)** | **$ (2,091,669)** | **$ (77,596)** | **$ 1,138,827** | **$ 4,010,258** | **$ (66,201)** |
| **NET CHANGE IN FUND BALANCE** | **$ (55,056)** | **$ -** | **$ (137,628)** | **$ (70,447)** | **$ 7,210** | **$ (76,772)** | **$ (44,435)** |
| **FUND BALANCE, BEG. OF YEAR** | **$ 26,703,235** | **$ 1,599,329** | **$ 6,102,729** | **$ 1,125,132** | **$ 1,844,714** | **$ 130,656** | **$ 1,785,031** |
| **FUND BALANCE, END OF YEAR** | **$ 26,648,179** | **$ 1,599,329** | **$ 5,965,101** | **$ 1,054,685** | **$ 1,851,924** | **$ 53,884** | **$ 1,740,596** |
| **FUND BALANCE SUMMARY:** | | | | | | | |
| Reserved for Contingency-PS | $ - | $ - | $ 1,622,713 | $ - | $ - | $ - | $ - |
| Unrest. Pub. Safety Fund Balance | - | - | 3,587,582 | - | - | - | - |
| Reserved for Contingency | 7,480,087 | - | - | - | - | - | - |
| Reserved for Proposition Action | 1,518,556 | | 754,806 | | | | |
| Other Reserves | - | 1,599,329 | - | - | - | - | - |
| Unrestricted Fund Balance | 17,649,536 | - | - | 1,054,685 | 1,851,924 | 53,884 | 1,740,596 |
| **TOTAL FUND BALANCE SMRY** | **$ 26,648,179** | **$ 1,599,329** | **$ 5,965,101** | **$ 1,054,685** | **$ 1,851,924** | **$ 53,884** | **$ 1,740,596** |

| Parks & Stormwater Sales Tax Fund | Transportation Sales Tax Fund | Capital Improvement Sales Tax Fund | Community Planning Fund | Economic Development Fund | Amrican Rescue Plan Act Fund | Debt Service Fund | Infrastructure Improv. Fund | Revolving Public Improv. Fund | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|---|
| $ 5,088,769 | $ 13,512,538 | $ 7,633,153 | $ - | $ - | $ - | $ - | $ - | $ - | $ 78,570,691 |
| - | - | - | 44,134 | - | - | - | - | - | 2,267,384 |
| - | - | - | - | - | - | - | - | - | 857,100 |
| - | 103,500 | - | 22,275 | - | - | - | - | - | 3,934,269 |
| - | 1,130,000 | - | 50,000 | - | - | - | - | 60,000 | 1,634,584 |
| - | 138,500 | - | - | - | - | - | - | - | 3,312,800 |
| 4,856,986 | - | - | 2,800,052 | - | 1,379,909 | - | 4,450,000 | - | 15,292,105 |
| - | 1,406,762 | 2,500,000 | 514,407 | - | - | - | 10,000 | - | 5,558,471 |
| - | 20,000 | - | - | - | - | - | - | - | 342,540 |
| **$ 9,945,755** | **$ 16,311,300** | **$ 10,133,153** | **$ 3,430,868** | **$ -** | **$ 1,379,909** | **$ -** | **$ 4,460,000** | **$ 60,000** | **$ 111,769,944** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 9,993,826 |
| - | - | - | - | - | - | - | - | - | 38,053,944 |
| - | - | - | - | - | 1,379,909 | - | - | 65,000 | 4,329,443 |
| 11,082,348 | 14,522,913 | 19,704,607 | - | - | - | - | - | - | 45,309,868 |
| - | - | - | - | - | - | - | - | - | 3,478,176 |
| - | - | - | - | - | - | - | - | - | 3,217,729 |
| 5,561,561 | - | - | - | - | - | - | - | - | 13,422,192 |
| - | - | - | 3,858,772 | - | - | - | - | - | 6,978,410 |
| - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | 4,475,000 | - | 4,475,000 |
| **$ 16,643,909** | **$ 14,522,913** | **$ 19,704,607** | **$ 3,858,772** | **$ -** | **$ 1,379,909** | **$ -** | **$ 4,475,000** | **$ 65,000** | **$ 129,258,588** |
| **$ (6,698,154)** | **$ 1,788,387** | **$ (9,571,454)** | **$ (427,904)** | **$ -** | **$ -** | **$ -** | **$ (15,000)** | **$ (5,000)** | **$ (17,488,644)** |
| $ - | $ - | $ - | $ 453,366 | $ - | $ - | $ - | $ - | $ - | $ 12,270,519 |
| (747,695) | (3,957,389) | (605,555) | (15,953) | - | - | - | - | - | (14,961,354) |
| **$ (747,695)** | **$ (3,957,389)** | **$ (605,555)** | **$ 437,413** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (2,690,835)** |
| **$ (7,445,849)** | **$ (2,169,002)** | **$ (10,177,009)** | **$ 9,509** | **$ -** | **$ -** | **$ -** | **$ (15,000)** | **$ (5,000)** | **$ (20,179,479)** |
| **$ 8,590,536** | **$ 16,545,248** | **$ 20,138,942** | **$ 217,353** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,943,617** | **$ 407,204** | **$ 90,950,303** |
| **$ 1,144,687** | **$ 14,376,246** | **$ 9,961,933** | **$ 226,862** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,928,617** | **$ 402,204** | **$ 70,770,824** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,622,713 |
| - | - | - | - | - | - | - | - | - | 3,587,582 |
| - | - | - | - | - | - | - | - | - | 7,480,087 |
| 407,849 | 2,187,556 | 127,311 | | | | | | | 4,996,078 |
| - | - | - | - | - | - | - | - | - | 1,599,329 |
| 736,838 | 12,188,690 | 9,834,622 | 226,862 | 3,816,577 | - | - | 1,928,617 | 402,204 | 51,485,035 |
| **$ 1,144,687** | **$ 14,376,246** | **$ 9,961,933** | **$ 226,862** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,928,617** | **$ 402,204** | **$ 70,770,824** |

# Summary of Proprietary Funds

| REVENUES | Airport Fund | Golf Course Fund | Sanitary Sewer Fund | Central Garage Fund |
|---|---|---|---|---|
| Taxes | $ - | $ - | $ - | $ - |
| Licenses & Permits | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Service Charges & User Fees | 712,700 | 1,121,225 | 22,690,000 | - |
| Charges & Assessments | - | 10,000 | 375,000 | 2,005,050 |
| Other Income & Donations | 5,000 | 2,500 | 15,000 | - |
| Federal Grants | 91,500 | - | 5,000 | - |
| State Grants | - | - | - | - |
| Local Grants | - | - | - | - |
| **TOTAL REVENUES** | **$ 809,200** | **$ 1,133,725** | **$ 23,085,000** | **$ 2,005,050** |
| **EXPENSES** | | | | |
| General Government | $ - | $ - | $ 1,771,052 | $ 1,949,886 |
| Public Safety | - | - | - | - |
| Public Works | 5,368,292 | - | - | - |
| Highways & Streets | - | - | - | - |
| Environmental | - | - | 15,317,392 | - |
| Health Services | - | - | - | - |
| Culture & Recreation | - | 1,315,816 | - | - |
| Social Services | - | - | - | - |
| Debt Service | - | - | 208,465 | - |
| **TOTAL EXPENSES** | **$ 5,368,292** | **$ 1,315,816** | **$ 17,296,909** | **$ 1,949,886** |
| **EXCESS OF REVENUES OVER (UNDER) EXP.** | **$ (4,559,092)** | **$ (182,091)** | **$ 5,788,091** | **$ 55,164** |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 1,450,000 | $ 415,000 | $ - | $ - |
| Transfers Out | (221,777) | (52,119) | (1,744,583) | (60,254) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ 1,228,223** | **$ 362,881** | **$ (1,744,583)** | **$ (60,254)** |
| **NET CHANGE IN NET ASSETS** | **$ (3,330,869)** | **$ 180,790** | **$ 4,043,508** | **$ (5,090)** |
| **NET ASSETS, BEGINNING OF YEAR** | **$ 62,540,253** | **$ 1,155,992** | **$ 122,426,160** | **$ 1,003,987** |
| **NET ASSETS, END OF YEAR** | **$ 59,209,384** | **$ 1,336,782** | **$ 126,469,668** | **$ 998,897** |
| **NET ASSETS SUMMARY:** | | | | |
| Invested in Capital Assets | $ 58,884,921 | $ 1,068,549 | $ 97,117,518 | $ 570,215 |
| Restricted for Capital Replacement | - | - | 3,703,761 | - |
| Unrestricted Net Assets | 324,463 | 268,233 | 25,648,389 | 428,682 |
| **TOTAL NET ASSETS SUMMARY** | **$ 59,209,384** | **$ 1,336,782** | **$ 126,469,668** | **$ 998,897** |

| Health Self-Insurance Fund | Worker's Compensation Self-Insurance Fund | Liability & Property Self-Insurance Fund | Emergency Comm. Fund | Total Proprietary Funds |
|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - |
| - | - | - | - | - |
| - | - | - | - | - |
| 1,300,000 | - | - | 2,201,139 | 28,025,064 |
| 6,179,524 | 1,418,472 | 2,522,185 | - | 12,510,231 |
| 1,086,000 | 75,000 | 15,000 | - | 1,198,500 |
| - | - | - | - | 96,500 |
| - | - | - | - | - |
| - | - | - | - | - |
| **$ 8,565,524** | **$ 1,493,472** | **$ 2,537,185** | **$ 2,201,139** | **$ 41,830,295** |
| | | | | |
| $ 7,399,550 | $ 904,662 | $ 2,160,911 | $ - | $ 14,186,061 |
| - | - | - | 2,400,135 | 2,400,135 |
| - | - | - | - | 5,368,292 |
| - | - | - | - | - |
| - | - | - | - | 15,317,392 |
| | - | - | - | - |
| - | - | - | - | 1,315,816 |
| - | - | - | - | - |
| - | - | - | - | 208,465 |
| **$ 7,399,550** | **$ 904,662** | **$ 2,160,911** | **$ 2,400,135** | **$ 38,796,161** |
| **$ 1,165,974** | **$ 588,810** | **$ 376,274** | **$ (198,996)** | **$ 3,034,134** |
| | | | | |
| $ - | $ - | $ - | $ - | $ 1,865,000 |
| - | - | - | (127,465) | (2,206,198) |
| **$ -** | **$ -** | **$ -** | **$ (127,465)** | **$ (341,198)** |
| **$ 1,165,974** | **$ 588,810** | **$ 376,274** | **$ (326,461)** | **$ 2,692,936** |
| **$ 3,765,734** | **$ 4,608,811** | **$ 1,946,656** | **$ 2,823,654** | **$ 200,271,247** |
| **$ 4,931,708** | **$ 5,197,621** | **$ 2,322,930** | **$ 2,497,193** | **$ 202,964,183** |
| | | | | |
| $ 5,465 | $ - | $ - | $ 580,636 | $ 158,227,304 |
| - | - | - | - | 3,703,761 |
| 4,926,243 | 5,197,621 | 2,322,930 | 1,916,557 | 41,033,118 |
| **$ 4,931,708** | **$ 5,197,621** | **$ 2,322,930** | **$ 2,497,193** | **$ 202,964,183** |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-539 – Approving the FY 2026 Budget for the Fire Department

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-539 Ordinance; Budget Summary for the FY 2026 Budget; and Summary of Governmental and Proprietary Funds by Department; and Budget Reconciliation-Proposed to Adopted

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

**SUMMARY**
This Council Bill approves the 2025-2026 Fire Department Budget for the City of Joplin.

**BACKGROUND**
This Council Bill adopts the 2025-2026 budget for the City of Joplin and appropriates funding for each specific operating department, excluding the Fire Department budget. This budget estimates a total amount of $167,735,758.00 in revenue (including transfers but excluding component units) and a total amount of $185,222,301.00 in appropriations (including transfers but excluding component units).

This Council Bill approves $11,652,513.00 in appropriations (including transfers but excluding component units) for the Fire Department Budget.

**FUNDING SOURCE**
This item is not applicable for the budget adoption.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis due to the start of the fiscal year on November 1, 2025.

**COUNCIL BILL NO. 2025-539** **ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2025 to October 31, 2026, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years; and,

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon.

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

Section 1. The FY 2025-2026 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2025 to October 31, 2026.

Section 2. There is hereby appropriated for the purposes stated therein the sums set forth in the Fire Department Expenditure Summaries of the Budget Document excluding component units, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2025 to October 31, 2026 are $11,652,513.00.

Section 3. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 4. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2024-2025 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2025. The amount of the increase to the FY 2025-2026 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 5. That, if and when, appropriations are made during the Budget period November 1, 2025 to October 31, 2026, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 6. The Director of Finance is hereby directed to make all necessary entries on the City

records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 7. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 8. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 9. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# BUDGET RECONCILIATION
# PROPOSED TO ADOPTED BUDGET
# FY 2025-2026

| Fund/Department/Division | Description | | Proposed Budget | Adopted Budget | Increase/ (Decrease) |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| **General Fund** | Fee Review Increase | (2) | - | 19,250 | 19,250 |
| **Parks & Recreation** | Fee Review Increase | (2) | - | 42,594 | 42,594 |
| **Community Planning** | Fee Review Increase | (2) | - | 9,509 | 9,509 |
| **Municipal Golf** | Fee Review Increase | (2) | - | 95,025 | 95,025 |
| | **Total Revenue Increase/(Decrease)** | | **$ -** | **$ 166,378** | **$ 166,378** |
| **APPROPRIATIONS** | | | | | |
| **General Fund** | | | | | |
| City Manager: Special Projects | Chamber Contract | (2) | 287,000 | 312,000 | 25,000 |
| Municipal Court: Administration | Payroll Adjustment | (2) | 385,757 | 388,757 | 3,000 |
| Public Works: City Facility Maintenance | Payroll Adjustment | (2) | 72,313 | 74,813 | 2,500 |
| Public Works: City Hall Maintenance | Payroll Adjustment | (2) | 154,621 | 157,121 | 2,500 |
| Fire: Operations | Payroll Adjustment | (2) | 3,778,791 | 3,836,291 | 57,500 |
| **Public Safety Sales Tax** | | | | | |
| Fire | Payroll Adjustment | (2) | 1,628,399 | 1,693,399 | 65,000 |
| **Convention & Tourism** | Joplin Sports Authority | (2) | 495,000 | 595,000 | 100,000 |
| **Parks & Recreation** | | | | | |
| Pools | Payroll Adjustment | (2) | 530,000 | 586,000 | 56,000 |
| **Transportation Sales Tax Fund** | | | | | |
| Street Maintenance | Payroll Adjustment | (2) | 981,952 | 984,452 | 2,500 |
| Public Transportation | Payroll Adjustment | (2) | 855,162 | 857,662 | 2,500 |
| **Capital Improvement Sales Tax Fund** | | | | | |
| Capital Improvement Projects | 7th Street Sidewalks - TC0710 | (3) | 2,000,000 | - | (2,000,000) |
| | 7th & Illinois Intersection - TC0720 | (3) | 500,000 | - | (500,000) |
| | Willow Branch - TC0713 | (3) | 4,000,000 | - | (4,000,000) |
| **Regional Airport** | Payroll Adjustment | (2) | 391,690 | 392,490 | 800 |
| **Emergency Communications** | | | | | |
| Communications Dispatch Services | Replacement Shredder | (3) | - | 4,500 | 4,500 |
| | **Total Appropriation Increase/(Decrease)** | | **$ 16,060,685** | **$ 9,882,485** | **$ (6,178,200)** |

**NOTES:**

(1) Corrections and adjustments made by staff during budget review.

(2) Budget work session adjustments.

(3) Changes that occurred between Proposed & Adopted Budget.

# Budget Summary

| | Governmental Funds | Proprietary Funds | Component Units | Total All Funds |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ 78,570,691 | $ - | $ 1,667,500 | $ 80,238,191 |
| Licenses & Permits | 2,267,384 | - | - | 2,267,384 |
| Fines & Forfeitures | 857,100 | - | - | 857,100 |
| Service Charges & User Fees | 3,934,269 | 28,025,064 | - | 31,959,333 |
| Charges & Assessments | 1,634,584 | 12,510,231 | - | 14,144,815 |
| Other Income & Donations | 3,312,800 | 1,198,500 | - | 4,511,300 |
| Intergovernmental | 21,193,116 | 96,500 | - | 21,289,616 |
| **TOTAL REVENUES** | **$ 111,769,944** | **$ 41,830,295** | **$ 1,667,500** | **$ 155,267,739** |
| **EXPENDITURES** | | | | |
| General Government | $ 9,993,826 | $ 14,186,061 | $ 1,302,011 | $ 25,481,898 |
| Public Safety | 38,053,944 | 2,400,135 | - | 40,454,079 |
| Public Works | 4,329,443 | 5,368,292 | - | 9,697,735 |
| Highways & Streets | 45,309,868 | - | - | 45,309,868 |
| Environmental | 3,478,176 | 15,317,392 | - | 18,795,568 |
| Health Services | 3,217,729 | - | - | 3,217,729 |
| Culture & Recreation | 13,422,192 | 1,315,816 | - | 14,738,008 |
| Social Services | 6,978,410 | - | - | 6,978,410 |
| Debt Service | - | 208,465 | - | 208,465 |
| Infrastructure/Economic Development | 4,475,000 | - | - | 4,475,000 |
| **TOTAL EXPENDITURES** | **$ 129,258,588** | **$ 38,796,161** | **$ 1,302,011** | **$ 169,356,760** |
| **EXCESS REVENUES OVER (UNDER) EXPEN.** | **$ (17,488,644)** | **$ 3,034,134** | **$ 365,489** | **$ (14,089,021)** |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 12,270,519 | $ 1,865,000 | $ - | 14,135,519 |
| Transfers Out | (14,961,354) | (2,206,198) | - | (17,167,552) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (2,690,835)** | **$ (341,198)** | **$ -** | **$ (3,032,033)** |
| **NET CHANGE IN FUND BALANCE** | **$ (20,179,479)** | **$ 2,692,936** | **$ 365,489** | **$ (17,121,054)** |
| **FUND BALANCE, BEGINNING OF YEAR** | **$ 90,950,303** | **$ 200,271,247** | **$ 10,170,010** | **$ 301,391,560** |
| **FUND BALANCE, END OF YEAR** | **$ 70,770,824** | **$ 202,964,183** | **$ 10,535,499** | **$ 284,270,506** |
| **FUND BALANCE SUMMARY:** | | | | |
| Invested in Capital Assets (Proprietary Funds) | $ - | $ 158,227,304 | $ - | $ 158,227,304 |
| Reserved for Equipment Replacement | - | 3,703,761 | - | 3,703,761 |
| Other Reserves/Designations | 19,285,789 | - | - | 19,285,789 |
| Unrestricted Fund Balance/Net Assets | 51,485,035 | 41,033,118 | 10,535,499 | 103,053,652 |
| **TOTAL FUND BALANCE SUMMARY** | **$ 70,770,824** | **$ 202,964,183** | **$ 10,535,499** | **$ 284,270,506** |

# Summary of Governmental Funds

| | General Fund | 1/2-Cent Sales Tax Pension | Public Safety Sales Tax Fund | Convention & Tourism Fund | Health & Welfare Fund | Parks & Recreation Fund | Solid Waste Management Fund |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Taxes | $ 28,678,255 | $ 10,177,538 | $ 10,177,538 | $ 1,655,000 | $ 549,300 | $ 549,300 | $ 549,300 |
| Licenses & Permits | 2,215,250 | - | - | - | - | 8,000 | - |
| Fines & Forfeitures | 857,100 | - | - | - | - | - | - |
| Service Charges & User Fees | 133,000 | - | 2,000 | - | 8,900 | 727,094 | 2,937,500 |
| Charges & Assessments | 224,684 | - | - | 500 | 134,400 | - | 35,000 |
| Other Income & Donations | 3,128,500 | - | - | 1,200 | 14,500 | 30,100 | - |
| Federal Grants | 1,402,550 | - | - | - | 402,608 | - | - |
| State Grants | 119,650 | - | - | 45,248 | 922,404 | - | 40,000 |
| Local Grants | 215,540 | - | - | 50,000 | 54,000 | 3,000 | - |
| **TOTAL REVENUES** | **$ 36,974,529** | **$ 10,177,538** | **$ 10,179,538** | **$ 1,751,948** | **$ 2,086,112** | **$ 1,317,494** | **$ 3,561,800** |
| **EXPENDITURES** | | | | | | | |
| General Government | $ 9,931,968 | $ - | $ - | $ - | $ - | $ - | $ 61,858 |
| Public Safety | 20,175,909 | 10,027,538 | 7,850,497 | - | - | - | - |
| Public Works | 2,509,534 | - | 375,000 | - | - | - | - |
| Highways & Streets | - | - | - | - | - | - | - |
| Environmental | - | - | - | - | - | - | 3,478,176 |
| Health Services | - | - | - | - | 3,217,729 | - | - |
| Culture & Recreation | 711,308 | - | - | 1,744,799 | - | 5,404,524 | - |
| Social Services | 3,119,638 | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - |
| Infrastructure/Economic Dev. | - | - | - | - | - | - | - |
| **TOTAL EXPENDITURES** | **$ 36,448,357** | **$ 10,027,538** | **$ 8,225,497** | **$ 1,744,799** | **$ 3,217,729** | **$ 5,404,524** | **$ 3,540,034** |
| **EXCESS REVENUES OVER (UNDER) EXPENDITURES** | **$ 526,172** | **$ 150,000** | **$ 1,954,041** | **$ 7,149** | **$ (1,131,617)** | **$ (4,087,030)** | **$ 21,766** |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Transfers In | $ 6,429,153 | $ - | $ - | $ - | $ 1,220,000 | $ 4,168,000 | $ - |
| Transfers Out | (7,010,381) | (150,000) | (2,091,669) | (77,596) | (81,173) | (157,742) | (66,201) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (581,228)** | **$ (150,000)** | **$ (2,091,669)** | **$ (77,596)** | **$ 1,138,827** | **$ 4,010,258** | **$ (66,201)** |
| **NET CHANGE IN FUND BALANCE** | **$ (55,056)** | **$ -** | **$ (137,628)** | **$ (70,447)** | **$ 7,210** | **$ (76,772)** | **$ (44,435)** |
| **FUND BALANCE, BEG. OF YEAR** | **$ 26,703,235** | **$ 1,599,329** | **$ 6,102,729** | **$ 1,125,132** | **$ 1,844,714** | **$ 130,656** | **$ 1,785,031** |
| **FUND BALANCE, END OF YEAR** | **$ 26,648,179** | **$ 1,599,329** | **$ 5,965,101** | **$ 1,054,685** | **$ 1,851,924** | **$ 53,884** | **$ 1,740,596** |
| **FUND BALANCE SUMMARY:** | | | | | | | |
| Reserved for Contingency-PS | $ - | $ - | $ 1,622,713 | $ - | $ - | $ - | $ - |
| Unrest. Pub. Safety Fund Balance | - | - | 3,587,582 | - | - | - | - |
| Reserved for Contingency | 7,480,087 | - | - | - | - | - | - |
| Reserved for Proposition Action | 1,518,556 | | 754,806 | | | | |
| Other Reserves | - | 1,599,329 | - | - | - | - | - |
| Unrestricted Fund Balance | 17,649,536 | - | - | 1,054,685 | 1,851,924 | 53,884 | 1,740,596 |
| **TOTAL FUND BALANCE SMRY** | **$ 26,648,179** | **$ 1,599,329** | **$ 5,965,101** | **$ 1,054,685** | **$ 1,851,924** | **$ 53,884** | **$ 1,740,596** |

| Parks & Stormwater Sales Tax Fund | Transportation Sales Tax Fund | Capital Improvement Sales Tax Fund | Community Planning Fund | Economic Development Fund | Amrican Rescue Plan Act Fund | Debt Service Fund | Infrastructure Improv. Fund | Revolving Public Improv. Fund | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|---|
| $ 5,088,769 | $ 13,512,538 | $ 7,633,153 | $ - | $ - | $ - | $ - | $ - | $ - | $ 78,570,691 |
| - | - | - | 44,134 | - | - | - | - | - | 2,267,384 |
| - | - | - | - | - | - | - | - | - | 857,100 |
| - | 103,500 | - | 22,275 | - | - | - | - | - | 3,934,269 |
| - | 1,130,000 | - | 50,000 | - | - | - | - | 60,000 | 1,634,584 |
| - | 138,500 | - | - | - | - | - | - | - | 3,312,800 |
| 4,856,986 | - | - | 2,800,052 | - | 1,379,909 | - | 4,450,000 | - | 15,292,105 |
| - | 1,406,762 | 2,500,000 | 514,407 | - | - | - | 10,000 | - | 5,558,471 |
| - | 20,000 | - | - | - | - | - | - | - | 342,540 |
| **$ 9,945,755** | **$ 16,311,300** | **$ 10,133,153** | **$ 3,430,868** | **$ -** | **$ 1,379,909** | **$ -** | **$ 4,460,000** | **$ 60,000** | **$ 111,769,944** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 9,993,826 |
| - | - | - | - | - | - | - | - | - | 38,053,944 |
| - | - | - | - | - | 1,379,909 | - | - | 65,000 | 4,329,443 |
| 11,082,348 | 14,522,913 | 19,704,607 | - | - | - | - | - | - | 45,309,868 |
| - | - | - | - | - | - | - | - | - | 3,478,176 |
| - | - | - | - | - | - | - | - | - | 3,217,729 |
| 5,561,561 | - | - | - | - | - | - | - | - | 13,422,192 |
| - | - | - | 3,858,772 | - | - | - | - | - | 6,978,410 |
| - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | 4,475,000 | - | 4,475,000 |
| **$ 16,643,909** | **$ 14,522,913** | **$ 19,704,607** | **$ 3,858,772** | **$ -** | **$ 1,379,909** | **$ -** | **$ 4,475,000** | **$ 65,000** | **$ 129,258,588** |
| **$ (6,698,154)** | **$ 1,788,387** | **$ (9,571,454)** | **$ (427,904)** | **$ -** | **$ -** | **$ -** | **$ (15,000)** | **$ (5,000)** | **$ (17,488,644)** |
| $ - | $ - | $ - | $ 453,366 | $ - | $ - | $ - | $ - | $ - | $ 12,270,519 |
| (747,695) | (3,957,389) | (605,555) | (15,953) | - | - | - | - | - | (14,961,354) |
| **$ (747,695)** | **$ (3,957,389)** | **$ (605,555)** | **$ 437,413** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (2,690,835)** |
| **$ (7,445,849)** | **$ (2,169,002)** | **$ (10,177,009)** | **$ 9,509** | **$ -** | **$ -** | **$ -** | **$ (15,000)** | **$ (5,000)** | **$ (20,179,479)** |
| **$ 8,590,536** | **$ 16,545,248** | **$ 20,138,942** | **$ 217,353** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,943,617** | **$ 407,204** | **$ 90,950,303** |
| **$ 1,144,687** | **$ 14,376,246** | **$ 9,961,933** | **$ 226,862** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,928,617** | **$ 402,204** | **$ 70,770,824** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,622,713 |
| - | - | - | - | - | - | - | - | - | 3,587,582 |
| - | - | - | - | - | - | - | - | - | 7,480,087 |
| 407,849 | 2,187,556 | 127,311 | | | | | | | 4,996,078 |
| - | - | - | - | - | - | - | - | - | 1,599,329 |
| 736,838 | 12,188,690 | 9,834,622 | 226,862 | 3,816,577 | - | - | 1,928,617 | 402,204 | 51,485,035 |
| **$ 1,144,687** | **$ 14,376,246** | **$ 9,961,933** | **$ 226,862** | **$ 3,816,577** | **$ -** | **$ -** | **$ 1,928,617** | **$ 402,204** | **$ 70,770,824** |

# Summary of Proprietary Funds

| REVENUES | Airport Fund | Golf Course Fund | Sanitary Sewer Fund | Central Garage Fund |
|---|---|---|---|---|
| Taxes | $ - | $ - | $ - | $ - |
| Licenses & Permits | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Service Charges & User Fees | 712,700 | 1,121,225 | 22,690,000 | - |
| Charges & Assessments | - | 10,000 | 375,000 | 2,005,050 |
| Other Income & Donations | 5,000 | 2,500 | 15,000 | - |
| Federal Grants | 91,500 | - | 5,000 | - |
| State Grants | - | - | - | - |
| Local Grants | - | - | - | - |
| **TOTAL REVENUES** | **$ 809,200** | **$ 1,133,725** | **$ 23,085,000** | **$ 2,005,050** |
| **EXPENSES** | | | | |
| General Government | $ - | $ - | $ 1,771,052 | $ 1,949,886 |
| Public Safety | - | - | - | - |
| Public Works | 5,368,292 | - | - | - |
| Highways & Streets | - | - | - | - |
| Environmental | - | - | 15,317,392 | - |
| Health Services | - | - | - | - |
| Culture & Recreation | - | 1,315,816 | - | - |
| Social Services | - | - | - | - |
| Debt Service | - | - | 208,465 | - |
| **TOTAL EXPENSES** | **$ 5,368,292** | **$ 1,315,816** | **$ 17,296,909** | **$ 1,949,886** |
| **EXCESS OF REVENUES OVER (UNDER) EXP.** | **$ (4,559,092)** | **$ (182,091)** | **$ 5,788,091** | **$ 55,164** |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 1,450,000 | $ 415,000 | $ - | $ - |
| Transfers Out | (221,777) | (52,119) | (1,744,583) | (60,254) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ 1,228,223** | **$ 362,881** | **$ (1,744,583)** | **$ (60,254)** |
| **NET CHANGE IN NET ASSETS** | **$ (3,330,869)** | **$ 180,790** | **$ 4,043,508** | **$ (5,090)** |
| **NET ASSETS, BEGINNING OF YEAR** | **$ 62,540,253** | **$ 1,155,992** | **$ 122,426,160** | **$ 1,003,987** |
| **NET ASSETS, END OF YEAR** | **$ 59,209,384** | **$ 1,336,782** | **$ 126,469,668** | **$ 998,897** |
| **NET ASSETS SUMMARY:** | | | | |
| Invested in Capital Assets | $ 58,884,921 | $ 1,068,549 | $ 97,117,518 | $ 570,215 |
| Restricted for Capital Replacement | - | - | 3,703,761 | - |
| Unrestricted Net Assets | 324,463 | 268,233 | 25,648,389 | 428,682 |
| **TOTAL NET ASSETS SUMMARY** | **$ 59,209,384** | **$ 1,336,782** | **$ 126,469,668** | **$ 998,897** |

| Health Self-Insurance Fund | Worker's Compensation Self-Insurance Fund | Liability & Property Self-Insurance Fund | Emergency Comm. Fund | Total Proprietary Funds |
|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - |
| - | - | - | - | - |
| - | - | - | - | - |
| 1,300,000 | - | - | 2,201,139 | 28,025,064 |
| 6,179,524 | 1,418,472 | 2,522,185 | - | 12,510,231 |
| 1,086,000 | 75,000 | 15,000 | - | 1,198,500 |
| - | - | - | - | 96,500 |
| - | - | - | - | - |
| - | - | - | - | - |
| **$ 8,565,524** | **$ 1,493,472** | **$ 2,537,185** | **$ 2,201,139** | **$ 41,830,295** |
| | | | | |
| $ 7,399,550 | $ 904,662 | $ 2,160,911 | $ - | $ 14,186,061 |
| - | - | - | 2,400,135 | 2,400,135 |
| - | - | - | - | 5,368,292 |
| - | - | - | - | - |
| - | - | - | - | 15,317,392 |
| | - | - | - | - |
| - | - | - | - | 1,315,816 |
| - | - | - | - | - |
| - | - | - | - | 208,465 |
| **$ 7,399,550** | **$ 904,662** | **$ 2,160,911** | **$ 2,400,135** | **$ 38,796,161** |
| **$ 1,165,974** | **$ 588,810** | **$ 376,274** | **$ (198,996)** | **$ 3,034,134** |
| | | | | |
| $ - | $ - | $ - | $ - | $ 1,865,000 |
| - | - | - | (127,465) | (2,206,198) |
| **$ -** | **$ -** | **$ -** | **$ (127,465)** | **$ (341,198)** |
| **$ 1,165,974** | **$ 588,810** | **$ 376,274** | **$ (326,461)** | **$ 2,692,936** |
| **$ 3,765,734** | **$ 4,608,811** | **$ 1,946,656** | **$ 2,823,654** | **$ 200,271,247** |
| **$ 4,931,708** | **$ 5,197,621** | **$ 2,322,930** | **$ 2,497,193** | **$ 202,964,183** |
| | | | | |
| $ 5,465 | $ - | $ - | $ 580,636 | $ 158,227,304 |
| - | - | - | - | 3,703,761 |
| 4,926,243 | 5,197,621 | 2,322,930 | 1,916,557 | 41,033,118 |
| **$ 4,931,708** | **$ 5,197,621** | **$ 2,322,930** | **$ 2,497,193** | **$ 202,964,183** |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-540 – Approving the Salary Administration Plan for Classified and Unclassified positions, the Salary Administration Plan for Part-Time/Seasonal positions, and the Salary Administration Plans for certain police and fire positions

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-540 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions; Exhibit "C"-Salary Administration Plan for Police Bargaining Unit; Exhibit "D"-Salary Administration Plan for Fire Bargaining Unit

**REVIEWED BY**
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions. This bill also approves updated Salary Administration Plans for police and fire covered positions.

**BACKGROUND**
During the budget work sessions, City Council informally approved a 2% inflation adjustment (COLA) to the Salary Administration Plan for general, police and fire employees, part-time/seasonal positions, as well as created two new positions, effective November 1, 2025. The new positions are Assistant IT Director and Wastewater Biosolids Program Supervisor. These changes have been reflected on the various Salary Administration Plans as shown in the exhibits.

**FUNDING SOURCE**
This item is included in the adopted fiscal year 2026 budget.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to implement the inflation adjustment on November 1, 2025.

**COUNCIL BILL NO. 2025-540 ORDINANCE NO.**

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2025-2026; adopting a new step pay plan by reference Police Salary Administration Plan establishing the annual salary of certain police positions; adopting a new step pay plan by reference Fire Salary Administration Plan establishing the annual salary of certain fire positions; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2025-065 on May 5, 2025; and,

WHEREAS, the City Council desires to grant a 2% inflation adjustment to the Salary Administration Plan for all Employees effective November 1, 2025; and,

WHEREAS, the City Council approved the creation of two new positions during the budget process; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plans be and the same is hereby adopted as the Salary Administration Plans for certain Classified and Unclassified positions of the City of Joplin as contained in said Plans effective on November 1, 2025, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified and Unclassified positions for Fiscal Year 2025-2026, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal or State Minimum Wage requirements.

Section 4. That the annual salary of certain covered police positions for Fiscal Year 2025-2026, shall be in accordance with Exhibit "C" attached hereto and incorporated herein.

Section 5. That the annual salary of certain covered fire positions for Fiscal Year 2025-2026, shall be in accordance with Exhibit "D" attached hereto and incorporated herein.

Section 6. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 7. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2025

* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N1 | Cook | $ 14.201 | $ 14.556 | $ 14.920 | $ 15.293 | $ 15.676 | $ 16.068 | $ 16.469 | $ 16.881 | $ 17.303 | $ 17.736 | $ 18.179 | $ 18.634 | $ 19.099 | $ 19.577 | $ 20.066 | $ 20.568 | $ 21.082 | |
| | Court Assistant I | $ 29,539 | $ 30,278 | $ 31,034 | $ 31,810 | $ 32,606 | $ 33,421 | $ 34,256 | $ 35,113 | $ 35,990 | $ 36,890 | $ 37,812 | $ 38,758 | $ 39,727 | $ 40,720 | $ 41,738 | $ 42,781 | $ 43,851 | |
| | Custodian | | | | | | | | | | | | | | | | | | |
| | Transit Dispatcher | | | | | | | | | | | | | | | | | | |
| N2 | Administrative Assistant | $ 15.338 | $ 15.721 | $ 16.114 | $ 16.517 | $ 16.930 | $ 17.353 | $ 17.787 | $ 18.232 | $ 18.687 | $ 19.155 | $ 19.633 | $ 20.124 | $ 20.627 | $ 21.143 | $ 21.672 | $ 22.213 | $ 22.769 | |
| | Breastfeeding Peer Counselor Coordinator | $ 31,902 | $ 32,700 | $ 33,517 | $ 34,355 | $ 35,214 | $ 36,094 | $ 36,997 | $ 37,922 | $ 38,870 | $ 39,841 | $ 40,837 | $ 41,858 | $ 42,905 | $ 43,977 | $ 45,077 | $ 46,204 | $ 47,359 | |
| | Court Compliance Officer I | | | | | | | | | | | | | | | | | | |
| | Laborer I | | | | | | | | | | | | | | | | | | |
| | Police Services Assistant | | | | | | | | | | | | | | | | | | |
| | Tourism Assistant | | | | | | | | | | | | | | | | | | |
| | Transit Driver I | | | | | | | | | | | | | | | | | | |
| | Utility Locator | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Assistant | | | | | | | | | | | | | | | | | | |
| N3 | Automotive Service Worker | $ 16.565 | $ 16.979 | $ 17.403 | $ 17.838 | $ 18.284 | $ 18.741 | $ 19.210 | $ 19.690 | $ 20.182 | $ 20.687 | $ 21.204 | $ 21.734 | $ 22.278 | $ 22.834 | $ 23.405 | $ 23.990 | $ 24.590 | |
| | Court Assistant II | $ 34,454 | $ 35,316 | $ 36,199 | $ 37,104 | $ 38,031 | $ 38,982 | $ 39,956 | $ 40,955 | $ 41,979 | $ 43,029 | $ 44,104 | $ 45,207 | $ 46,337 | $ 47,496 | $ 48,683 | $ 49,900 | $ 51,148 | |
| | Engineering Assistant | | | | | | | | | | | | | | | | | | |
| | Health Professional Assistant-WIC | | | | | | | | | | | | | | | | | | |
| | Laborer II | | | | | | | | | | | | | | | | | | |
| | Permit Technician | | | | | | | | | | | | | | | | | | |
| | Recreation Leader | | | | | | | | | | | | | | | | | | |
| | Transit Driver II | | | | | | | | | | | | | | | | | | |
| N4 | Accounting Specialist | $ 17.890 | $ 18.337 | $ 18.795 | $ 19.265 | $ 19.747 | $ 20.241 | $ 20.747 | $ 21.265 | $ 21.797 | $ 22.342 | $ 22.900 | $ 23.473 | $ 24.060 | $ 24.661 | $ 25.278 | $ 25.910 | $ 26.557 | |
| | Airport Operations Worker | $ 37,211 | $ 38,141 | $ 39,094 | $ 40,072 | $ 41,074 | $ 42,100 | $ 43,153 | $ 44,232 | $ 45,338 | $ 46,471 | $ 47,633 | $ 48,824 | $ 50,044 | $ 51,295 | $ 52,578 | $ 53,892 | $ 55,239 | |
| | Assistant City Clerk | | | | | | | | | | | | | | | | | | |
| | Communications Specialist | | | | | | | | | | | | | | | | | | |
| | Competent Professional Authority-WIC | | | | | | | | | | | | | | | | | | |
| | Court Compliance Officer II | | | | | | | | | | | | | | | | | | |
| | Crime Analyst/Accreditation Coordinator | | | | | | | | | | | | | | | | | | |
| | CVB Marketing Specialist | | | | | | | | | | | | | | | | | | |
| | Engineering Technician | | | | | | | | | | | | | | | | | | |
| | Equipment Operator | | | | | | | | | | | | | | | | | | |
| | Evidence Technician | | | | | | | | | | | | | | | | | | |
| | HR Specialist | | | | | | | | | | | | | | | | | | |
| | Interactive Communications Specialist | | | | | | | | | | | | | | | | | | |
| | Legal Specialist | | | | | | | | | | | | | | | | | | |
| | Neighborhood Improvement Officer | | | | | | | | | | | | | | | | | | |
| | Park Ranger | | | | | | | | | | | | | | | | | | |
| | Parks Caretaker | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Operator I | | | | | | | | | | | | | | | | | | |
| | Recreation Coordinator | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2025
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Right-of-Way Technician | | | | | | | | | | | | | | | | | | |
| | | Transit Driver III | | | | | | | | | | | | | | | | | | |
| | | Wastewater Laboratory Technician | | | | | | | | | | | | | | | | | | |
| | | Wastewater Plant Operator | | | | | | | | | | | | | | | | | | |
| | | Wastewater Plant Utility Worker | | | | | | | | | | | | | | | | | | |
| N10 | | Airport Police Officer | $ 19.679 | $ 20.171 | $ 20.675 | $ 21.192 | $ 21.722 | $ 22.265 | $ 22.821 | $ 23.392 | $ 23.977 | $ 24.576 | $ 25.190 | $ 25.820 | $ 26.466 | $ 27.127 | $ 27.806 | $ 28.501 | $ 29.213 | |
| | | Animal Control Officer | $ 40,932 | $ 41,955 | $ 43,004 | $ 44,079 | $ 45,181 | $ 46,311 | $ 47,468 | $ 48,655 | $ 49,871 | $ 51,118 | $ 52,396 | $ 53,706 | $ 55,049 | $ 56,425 | $ 57,835 | $ 59,281 | $ 60,763 | |
| | | Building Inspector | | | | | | | | | | | | | | | | | | |
| | | Building Maintenance Technician | | | | | | | | | | | | | | | | | | |
| | | Construction Inspector | | | | | | | | | | | | | | | | | | |
| | | Detention Officer | | | | | | | | | | | | | | | | | | |
| | | Environmental Public Health Specialist I | | | | | | | | | | | | | | | | | | |
| | | Executive Asst/Secretary to City Manager | | | | | | | | | | | | | | | | | | |
| | | Heavy Equipment Operator | | | | | | | | | | | | | | | | | | |
| | | Parks Facilities Maintenance Technician | | | | | | | | | | | | | | | | | | |
| | | Public Safety Communications Operator II | | | | | | | | | | | | | | | | | | |
| | | Traffic, Markings and Sign Technician | | | | | | | | | | | | | | | | | | |
| N11 | | Automotive Technician II | $ 21.647 | $ 22.188 | $ 22.742 | $ 23.311 | $ 23.894 | $ 24.491 | $ 25.103 | $ 25.731 | $ 26.374 | $ 27.034 | $ 27.709 | $ 28.402 | $ 29.112 | $ 29.840 | $ 30.586 | $ 31.351 | $ 32.134 | |
| | | Communications Technician | $ 45,025 | $ 46,151 | $ 47,304 | $ 48,487 | $ 49,699 | $ 50,942 | $ 52,215 | $ 53,520 | $ 54,858 | $ 56,230 | $ 57,636 | $ 59,077 | $ 60,554 | $ 62,067 | $ 63,619 | $ 65,210 | $ 66,840 | |
| | | Environmental Public Health Specialist II | | | | | | | | | | | | | | | | | | |
| | | GIS Technician | | | | | | | | | | | | | | | | | | |
| | | Lead Animal Control Officer | | | | | | | | | | | | | | | | | | |
| | | Lead Building Inspector | | | | | | | | | | | | | | | | | | |
| | | Lead Case Investigator/Contact Tracer | | | | | | | | | | | | | | | | | | |
| | | Lead Cemetery Caretaker | | | | | | | | | | | | | | | | | | |
| | | Lead Parks Caretaker | | | | | | | | | | | | | | | | | | |
| | | Nutritionist I | | | | | | | | | | | | | | | | | | |
| | | Project Coordinator | | | | | | | | | | | | | | | | | | |
| | | Property Negotiator/Appraiser | | | | | | | | | | | | | | | | | | |
| | | Traffic Signal Technician | | | | | | | | | | | | | | | | | | |
| | | Wastewater Plant Technician | | | | | | | | | | | | | | | | | | |
| | | Wastewater Pretreatment Technician | | | | | | | | | | | | | | | | | | |
| N20 | | Airport Operations Supervisor | $ 22.729 | $ 23.297 | $ 23.880 | $ 24.477 | $ 25.088 | $ 25.716 | $ 26.359 | $ 27.018 | $ 27.693 | $ 28.385 | $ 29.095 | $ 29.822 | $ 30.568 | $ 31.332 | $ 32.115 | $ 32.918 | $ 33.741 | $ 34.585 |
| | | Chief Wastewater Plant Operator | $ 47,276 | $ 48,458 | $ 49,670 | $ 50,911 | $ 52,184 | $ 53,489 | $ 54,826 | $ 56,197 | $ 57,601 | $ 59,041 | $ 60,517 | $ 62,030 | $ 63,581 | $ 65,171 | $ 66,800 | $ 68,470 | $ 70,182 | $ 71,936 |
| | | Chief Wastewater Plant Technician | | | | | | | | | | | | | | | | | | |
| | | Community Health Planner/Educator | | | | | | | | | | | | | | | | | | |
| | | Jail Shift Supervisor | | | | | | | | | | | | | | | | | | |
| | | Nutritionist II | | | | | | | | | | | | | | | | | | |
| | | Transit Driver Supervisor | | | | | | | | | | | | | | | | | | |
| | | Utility Billing Supervisor | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2025
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Wastewater Biosolids Program Supervisor | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Supervisor | | | | | | | | | | | | | | | | | | |
| | Wellness Coordinator | | | | | | | | | | | | | | | | | | |
| N21 | Accountant I (E) | $ 25.002 | $ 25.627 | $ 26.268 | $ 26.924 | $ 27.597 | $ 28.287 | $ 28.994 | $ 29.719 | $ 30.462 | $ 31.224 | $ 32.004 | $ 32.805 | $ 33.625 | $ 34.465 | $ 35.327 | $ 36.210 | $ 37.115 | $ 38.043 |
| | Community Health Nurse (E) | $ 52,004 | $ 53,304 | $ 54,636 | $ 56,002 | $ 57,402 | $ 58,838 | $ 60,308 | $ 61,816 | $ 63,362 | $ 64,946 | $ 66,569 | $ 68,233 | $ 69,939 | $ 71,688 | $ 73,480 | $ 75,317 | $ 77,200 | $ 79,130 |
| | Fire Apparatus Fleet Manager | | | | | | | | | | | | | | | | | | |
| | IT Analyst | | | | | | | | | | | | | | | | | | |
| | Land Surveyor | | | | | | | | | | | | | | | | | | |
| | Planner | | | | | | | | | | | | | | | | | | |
| | Plans Reviewer | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Supervisor | | | | | | | | | | | | | | | | | | |
| | Recycling Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Right-of-Way Manager | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Inspector | | | | | | | | | | | | | | | | | | |
| N22 | Accountant II (E) | $ 27.502 | $ 28.190 | $ 28.894 | $ 29.617 | $ 30.357 | $ 31.116 | $ 31.894 | $ 32.691 | $ 33.509 | $ 34.346 | $ 35.205 | $ 36.085 | $ 36.987 | $ 37.912 | $ 38.860 | $ 39.831 | $ 40.827 | $ 41.848 |
| | Assistant CVB Director/Director of Sales (E) | $ 57,204 | $ 58,634 | $ 60,100 | $ 61,603 | $ 63,143 | $ 64,721 | $ 66,339 | $ 67,998 | $ 69,698 | $ 71,440 | $ 73,226 | $ 75,057 | $ 76,933 | $ 78,857 | $ 80,828 | $ 82,849 | $ 84,920 | $ 87,043 |
| | Building Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Communications Technician Manager | | | | | | | | | | | | | | | | | | |
| | Fleet Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Golf Course Professional (E) | | | | | | | | | | | | | | | | | | |
| | HR Safety Manager (E) | | | | | | | | | | | | | | | | | | |
| | Jail Administrator (E) | | | | | | | | | | | | | | | | | | |
| | Neighborhood Improvement Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Regional Response Planner | | | | | | | | | | | | | | | | | | |
| | Transportation Coordinator (E) | | | | | | | | | | | | | | | | | | |
| N23 | Assistant Wastewater Plant Superintendent (E) | $ 30.252 | $ 31.009 | $ 31.784 | $ 32.578 | $ 33.393 | $ 34.228 | $ 35.083 | $ 35.960 | $ 36.859 | $ 37.781 | $ 38.725 | $ 39.694 | $ 40.686 | $ 41.703 | $ 42.746 | $ 43.814 | $ 44.910 | $ 46.032 |
| | Athletic Facilities Superintendent (E) | $ 62,925 | $ 64,498 | $ 66,110 | $ 67,763 | $ 69,457 | $ 71,193 | $ 72,973 | $ 74,798 | $ 76,667 | $ 78,584 | $ 80,549 | $ 82,563 | $ 84,627 | $ 86,742 | $ 88,911 | $ 91,134 | $ 93,412 | $ 95,747 |
| | Cemetery Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Emergency Management Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Financial Analyst (E) | | | | | | | | | | | | | | | | | | |
| | Golf Course Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Infrastructure Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Medical Services Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Museum Curator (E) | | | | | | | | | | | | | | | | | | |
| | Network Administrator | | | | | | | | | | | | | | | | | | |
| | Parks Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Public Information Officer (E) | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Manager (E) | | | | | | | | | | | | | | | | | | |
| | Webmaster (E) | | | | | | | | | | | | | | | | | | |
| | WIC Services Coordinator (E) | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2025
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N24 | Airport Manager (E) | $ 33.277 | $ 34.109 | $ 34.962 | $ 35.836 | $ 36.732 | $ 37.650 | $ 38.592 | $ 39.556 | $ 40.545 | $ 41.559 | $ 42.598 | $ 43.663 | $ 44.754 | $ 45.873 | $ 47.020 | $ 48.196 | $ 49.401 | $ 50.636 |
| | Assistant City Prosecutor (E) | $ 69,217 | $ 70,947 | $ 72,721 | $ 74,539 | $ 76,403 | $ 78,313 | $ 80,271 | $ 82,277 | $ 84,334 | $ 86,443 | $ 88,604 | $ 90,819 | $ 93,089 | $ 95,416 | $ 97,802 | $ 100,247 | $ 102,753 | $ 105,322 |
| | Capital Improvement Project Manager (E) | | | | | | | | | | | | | | | | | | |
| | Chief Building Official (E) | | | | | | | | | | | | | | | | | | |
| | Civil Engineer I (E) | | | | | | | | | | | | | | | | | | |
| | Infrastructure Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Police Captain (E) | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Superintendent (E) | | | | | | | | | | | | | | | | | | |
| N30 | Assistant Director of Health (E) | $ 36.605 | $ 37.520 | $ 38.458 | $ 39.420 | $ 40.405 | $ 41.415 | $ 42.451 | $ 43.512 | $ 44.600 | $ 45.715 | $ 46.858 | $ 48.029 | $ 49.230 | $ 50.461 | $ 51.722 | $ 53.015 | $ 54.341 | $ 55.699 |
| | Assistant Director of Planning, Development (E) | $ 76,139 | $ 78,042 | $ 79,993 | $ 81,993 | $ 84,043 | $ 86,144 | $ 88,298 | $ 90,505 | $ 92,768 | $ 95,087 | $ 97,464 | $ 99,901 | $ 102,398 | $ 104,958 | $ 107,582 | $ 110,272 | $ 113,028 | $ 115,854 |
| | Assistant Director of Public Works-Operations (E) | | | | | | | | | | | | | | | | | | |
| | Assistant IT Director (E) | | | | | | | | | | | | | | | | | | |
| | Assistant Finance Director (E) | | | | | | | | | | | | | | | | | | |
| | Assistant Parks Director (E) | | | | | | | | | | | | | | | | | | |
| | City Prosecutor (E) | | | | | | | | | | | | | | | | | | |
| | Civil Engineer II (E) | | | | | | | | | | | | | | | | | | |
| | Deputy Fire Chief (E) | | | | | | | | | | | | | | | | | | |
| N40 | Assistant City Attorney (E) | $ 40.266 | $ 41.272 | $ 42.304 | $ 43.362 | $ 44.446 | $ 45.557 | $ 46.696 | $ 47.863 | $ 49.060 | $ 50.286 | $ 51.543 | $ 52.832 | $ 54.153 | $ 55.507 | $ 56.894 | $ 58.317 | $ 59.775 | $ 61.269 |
| | Assistant Director of Public Works-Engineering (E) | $ 83,753 | $ 85,846 | $ 87,993 | $ 90,192 | $ 92,447 | $ 94,758 | $ 97,127 | $ 99,556 | $ 102,044 | $ 104,596 | $ 107,210 | $ 109,891 | $ 112,638 | $ 115,454 | $ 118,340 | $ 121,299 | $ 124,331 | $ 127,440 |
| | Assistant Police Chief (E) | | | | | | | | | | | | | | | | | | |
| | * CVB Director (E) | | | | | | | | | | | | | | | | | | |
| | * Director of Communications (E) | | | | | | | | | | | | | | | | | | |
| | * Municipal Court Administrator (E) | | | | | | | | | | | | | | | | | | |
| N41 | * Community Health Director (E) | $ 44.292 | $ 45.400 | $ 46.535 | $ 47.698 | $ 48.890 | $ 50.113 | $ 51.365 | $ 52.650 | $ 53.966 | $ 55.315 | $ 56.698 | $ 58.115 | $ 59.568 | $ 61.057 | $ 62.584 | $ 64.148 | $ 65.752 | $ 67.396 |
| | * Director of IT (E) | $ 92,128 | $ 94,431 | $ 96,792 | $ 99,212 | $ 101,692 | $ 104,234 | $ 106,840 | $ 109,511 | $ 112,249 | $ 115,055 | $ 117,931 | $ 120,880 | $ 123,902 | $ 126,999 | $ 130,174 | $ 133,429 | $ 136,764 | $ 140,183 |
| | * Director of Planning, Development and NI (E) | | | | | | | | | | | | | | | | | | |
| | * Finance Director (E) | | | | | | | | | | | | | | | | | | |
| | * Fire Chief (E) | | | | | | | | | | | | | | | | | | |
| | * HR Director/Risk Manager (E) | | | | | | | | | | | | | | | | | | |
| | * Parks & Recreation Director (E) | | | | | | | | | | | | | | | | | | |
| N42 | * Assistant City Manager (E) | $ 48.721 | $ 49.940 | $ 51.188 | $ 52.468 | $ 53.779 | $ 55.124 | $ 56.502 | $ 57.915 | $ 59.362 | $ 60.846 | $ 62.368 | $ 63.927 | $ 65.525 | $ 67.163 | $ 68.842 | $ 70.563 | $ 72.327 | $ 74.135 |
| | * Police Chief (E) | $ 101,341 | $ 103,874 | $ 106,471 | $ 109,133 | $ 111,861 | $ 114,658 | $ 117,524 | $ 120,462 | $ 123,474 | $ 126,561 | $ 129,725 | $ 132,968 | $ 136,292 | $ 139,699 | $ 143,192 | $ 146,771 | $ 150,441 | $ 154,202 |
| | * Public Works Director (E) | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2025

| | REGULAR Part-Time and Seasonal Hourly | Hourly Rate |
|---|---|---|
| S1 | Cashier<br>Lifeguard<br>Museum Assistant<br>Outside Service Attendant<br>Recreation Instructor<br>School Crossing Guard | $ 14.201 |
| S2 | Clerk<br>Interpreter/Translator<br>Laborer<br>Peer Counselor<br>Pool Operator<br>Utility Assistant | $ 15.338 |
| S3 | Aquatic Supervisor<br>Athletic Coordinator<br>Concessions Coordinator<br>Day Camp Director<br>Golf Lead Cashier<br>School Crossing Guard Coordinator | $ 16.565 |

CITY OF JOPLIN
EXHIBIT "C"-SALARY ADMINISTRATION PLAN
POLICE BARGAINING UNIT
EFFECTIVE NOVEMBER 1, 2025

| Grade | Position | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Police Officer Trainee | $ 17.134<br>$ 35,639 | $ 17.648<br>$ 36,708 | | | | | | | | | | | | | |
| 2 | Police Officer | $ 20.008<br>41,617 | $ 20.609<br>42,866 | $ 21.227<br>44,152 | $ 21.864<br>45,476 | $ 22.520<br>46,841 | $ 23.195<br>48,246 | $ 23.891<br>49,693 | $ 24.608<br>51,184 | $ 25.346<br>52,720 | $ 26.106<br>54,301 | $ 26.890<br>55,930 | $ 27.696<br>57,608 | $ 28.527<br>59,336 | $ 29.383<br>61,116 | $ 30.264<br>62,950 |
| 4 | Police Corporal | $ 22.509<br>$ 46,819 | $ 23.185<br>$ 48,224 | $ 23.880<br>$ 49,671 | $ 24.597<br>$ 51,161 | $ 25.334<br>$ 52,696 | $ 26.095<br>$ 54,277 | $ 26.877<br>$ 55,905 | $ 27.684<br>$ 57,582 | $ 28.514<br>$ 59,310 | $ 29.370<br>$ 61,089 | $ 30.251<br>$ 62,921 | $ 31.158<br>$ 64,809 | $ 32.093<br>$ 66,753 | $ 33.056<br>$ 68,756 | $ 34.047<br>$ 70,819 |
| 10 | Police Sergeant | $ 25.010<br>$ 52,022 | $ 25.761<br>$ 53,582 | $ 26.534<br>$ 55,190 | $ 27.330<br>$ 56,845 | $ 28.149<br>$ 58,551 | $ 28.994<br>$ 60,307 | $ 29.864<br>$ 62,117 | $ 30.760<br>$ 63,980 | $ 31.682<br>$ 65,899 | $ 32.633<br>$ 67,876 | $ 33.612<br>$ 69,913 | $ 34.620<br>$ 72,010 | $ 35.659<br>$ 74,170 | $ 36.729<br>$ 76,396 | $ 37.830<br>$ 78,687 |

CITY OF JOPLIN
EXHIBIT "D"-SALARY ADMINISTRATION PLAN
FIRE BARGAINING UNIT
EFFECTIVE NOVEMBER 1, 2025

| Grade | Position | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1A | Firefighter Trainee | $ 16.646<br>$ 34,625 | $ 17.146<br>$ 35,663 | | | | | | | | | | | | | |
| F2 | Firefighter/EMT | | | | $ 14.0548<br>$ 40,928 | $ 14.4764<br>$ 42,155 | $ 14.9107<br>$ 43,420 | $ 15.3580<br>$ 44,723 | $ 15.8188<br>$ 46,064 | $ 16.2933<br>$ 47,446 | $ 16.7821<br>$ 48,870 | $ 17.2856<br>$ 50,336 | $ 17.8042<br>$ 51,846 | $ 18.3383<br>$ 53,401 | $ 18.8884<br>$ 55,003 | $ 19.4551<br>$ 56,653 |
| F4 | Fire Driver/Engineer | $ 14.4895<br>$ 42,193 | $ 14.9241<br>$ 43,459 | $ 15.3719<br>$ 44,763 | $ 15.8330<br>$ 46,106 | $ 16.3080<br>$ 47,489 | $ 16.7973<br>$ 48,914 | $ 17.3012<br>$ 50,381 | $ 17.8202<br>$ 51,892 | $ 18.3548<br>$ 53,449 | $ 18.9055<br>$ 55,053 | $ 19.4726<br>$ 56,704 | $ 20.0568<br>$ 58,405 | $ 20.6585<br>$ 60,158 | $ 21.2783<br>$ 61,962 | $ 21.9166<br>$ 63,821 |
| 10A | Deputy Fire Marshal | $ 24.509<br>$ 50,980 | $ 25.245<br>$ 52,509 | $ 26.002<br>$ 54,084 | $ 26.782<br>$ 55,707 | $ 27.586<br>$ 57,378 | $ 28.413<br>$ 59,099 | $ 29.266<br>$ 60,872 | $ 30.143<br>$ 62,698 | $ 31.048<br>$ 64,579 | $ 31.979<br>$ 66,517 | $ 32.939<br>$ 68,512 | $ 33.927<br>$ 70,568 | $ 34.945<br>$ 72,685 | $ 35.993<br>$ 74,865 | $ 37.073<br>$ 77,111 |
| F10 | Fire Captain | $ 17.5067<br>$ 50,980 | $ 18.0319<br>$ 52,509 | $ 18.5729<br>$ 54,084 | $ 19.1301<br>$ 55,707 | $ 19.7040<br>$ 57,378 | $ 20.2951<br>$ 59,099 | $ 20.9040<br>$ 60,872 | $ 21.5311<br>$ 62,698 | $ 22.1770<br>$ 64,579 | $ 22.8423<br>$ 66,517 | $ 23.5276<br>$ 68,512 | $ 24.2334<br>$ 70,568 | $ 24.9604<br>$ 72,685 | $ 25.7092<br>$ 74,865 | $ 26.4805<br>$ 77,111 |
| F20 | Battalion Chief | $ 29.536 | $ 30.422 | $ 30.720 | $ 32.275 | $ 33.243 | $ 34.241 | $ 35.268 | $ 36.326 | $ 37.416 | $ 38.538 | $ 39.694 | $ 40.488 | $ 41.703 | $ 42.954 | $ 44.243 |
| 20A | Fire Marshal | $ 61,436 | $ 63,279 | $ 65,177 | $ 67,132 | $ 69,146 | $ 71,221 | $ 73,357 | $ 75,558 | $ 77,825 | $ 80,160 | $ 82,564 | $ 84,216 | $ 86,742 | $ 89,344 | $ 92,025 |
| 20A | Fire Training Chief | $ 21.0974<br>$ 61,436 | $ 21.7303<br>$ 63,279 | $ 22.3822<br>$ 65,177 | $ 23.0537<br>$ 67,132 | $ 23.7453<br>$ 69,146 | $ 24.4577<br>$ 71,221 | $ 25.1914<br>$ 73,357 | $ 25.9471<br>$ 75,558 | $ 26.7256<br>$ 77,825 | $ 27.5273<br>$ 80,160 | $ 28.3531<br>$ 82,564 | $ 28.9202<br>$ 84,216 | $ 29.7878<br>$ 86,742 | $ 30.6814<br>$ 89,344 | $ 31.6019<br>$ 92,025 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill No. 2025-012 – AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82 – Offenses and Miscellaneous Provisions, Article V. - Offenses Against Health and Safety, by enacting a new section prohibiting the displacement of transient individuals; and establishing a time for this ordinance to become effective.

**MEETING DATE**
October 20, 2025

**ATTACHMENTS**
Council Bill No. 2025-012

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

**SUMMARY**
This council bill imposes a penalty punishable by Section 1-5, for any individual, entity, or agent thereof, causing the unsanctioned displacement of a transient individual within the City of Joplin, with specific language describing the prohibition, definitions, and including a number of legitimate exceptions.

**BACKGROUND**
Over the last few years, the City has confirmed several instances of the prohibited conduct addressed within the proposed ordinance. Displaced transient individuals have put a strain on public resources and led to increased crime, drug activity, and other health and safety concerns. Additionally, displaced transient individuals deplete the already limited resources available to local residents experiencing homelessness. This ordinance is designed to prioritize citizens, resources, community health and safety, and deter other jurisdictions from the reckless displacement of problematic transient individuals.

**FUNDING SOURCE**
N/A

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

COUNCIL BILL NO. 2025-012 ORDINANCE NO.

AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82 – Offenses and Miscellaneous Provisions, Article V. - Offenses Against Health and Safety, by enacting a new section prohibiting the displacement of transient individuals; and establishing a time for this ordinance to become effective.

WHEREAS, it is the desire of the City Council to amend the criminal code to address the unsanctioned displacement of transient individuals within the City of Joplin; and

WHEREAS, displaced transient individuals negatively affect the health and safety of the community through increases in crime, drug activity, and pollution; thereby straining public resources; and

WHEREAS, in order to preserve the already limited homelessness-related resources for the benefit of local residents experiencing homelessness; and

WHEREAS, finding that it is in the best interest of the City of Joplin to impose a penalty against persons causing the displacement of additional transient individuals within the city; and

WHEREAS, it is the desire of the City Council to address local residents experiencing homeless, while protecting such efforts from irresponsible individuals, organizations and governmental bodies contributing to the homelessness crisis by displacing transient individuals within 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 V. - Offenses Against Health and Safety, enact the following section:

"Sec. 82-213. Displacement of Transient Individuals Prohibited.

(a) No person, entity, or agent, whether government official or private party, from outside the city limits, shall knowingly cause the displacement of any non-local transient individual within the city of Joplin, either directly or indirectly, by providing one-way transport and drop off of said individual on public property, or private property that is accessible to the public, within the city of Joplin, when the person being transported and dropped off lacks a fixed, regular, and adequate nighttime residence.

(b) A person "lacks a fixed, regular, and adequate nighttime residence" within the meaning of subsection (a) when that person:

(1) Has a primary nighttime residence that is a public or private place not meant for habitation; or

(2) Lives in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or

(3) Is exiting any jail, institution, or health care facility, where they have resided for 365 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(c) The prohibition contained in subsection (a) shall not be interpreted to prohibit the following authorized activities:

(1) Transporting a person to be booked into a jail; or

(2) Transporting a person to be treated at a hospital or other medical facility under emergency circumstances; or

(3) Transporting a person to reside at a shelter, temporary housing, or permanent housing, when the officer, agent, or employee has independently verified that the individual being transported has already been accepted to reside at the facility; or

(4) Transporting a person to attend a verified appointment with a health care provider, governmental or nonprofit social service provider; or

(5) Transporting a person to attend a verified court hearing.

(d) Penalty. A violation of this section is a misdemeanor punishable under Section 1-5.

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

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

**ITEM:**
2025-279 – Text Amendment

**MEETING DATE:**
October 6, 2025

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

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

**FUNDING SOURCE:**

Not applicable for this item.

**SUMMARY REQUEST:**

Case 030-25: Text Amendment - A request to review amendments to Appendix 29-A of the Joplin Municipal Code, Joplin Development Code – City of Joplin

**BACKGROUND:**

The City of Joplin adopted a new development and zoning code in July of 2022. Following three years of implementation and application of this new code, staff is proposing amendments to add items that were not carried over from the prior zoning code, adopt revised policies to create better solutions for development regulations that present problems in practice and enforcement, and clarify ambiguities.

**PLANNING & ZONING COMMISSION TESTIMONY:**

Mr. Bellairs presented the proposed changes listed in the staff report and the ordinance. Mr. Bellairs stated that this will be brought before City Council in October for a public hearing and a work session, and that it will come back to the Commission in October. Ms. Harrington asked how long staff has been working on this. Mr. Bellairs stated that this has been working on this since he started in 2022. Mr. Bolander stated that this was an entirely new code and that they knew there would be some issues once we started implementing it. He stated that he was sure that we will run into something else as well.

**PUBLIC COMMENT;**

There was none.

**RECOMMENDATIONS**:
Staff recommends a continuance for Council Bill 2025-279
Planning & Zoning Commission recommends tabling Case 030-25 (7 in Favor, 0 Opposed, 0 Absent)

**ATTACHMENTS**
Staff Planning Report
P&Z Commission Minutes
Council Bill

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
# Development Code Amendment

**CASE 030-25** Text Amendment

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## CONTEXT:

The City of Joplin adopted a new development and zoning code in July of 2022. Following three years of implantation and application of this new code, staff is proposing amendments to add items that were not carried over from the prior zoning code, adopt revised policies to create better solutions for development regulations that present problems in practice and enforcement, and clarify ambiguities. City staff is recommending to table this case to allow for additional review time and a work session for City Council in October.

## DISCUSSION:

**Section 2:** Allowing large outbuildings to be placed in front of the primary dwelling was included in the 2004 zoning code but was not adopted with the 2022 Development Code. This exception will allow large, isolated properties (lots over 40,000 square feet) to have some flexibility in the placement of the building. Typically, accessory buildings are not supposed to sit in front of the home. This change is intended for properties where the aesthetic will be minimal, as neighborhoods of this size would be vastly low density. This change will also require the structures to be placed at least 60 feet from the property line, which severely limits any visibility from the right-of-way.

**Section 3:** This is also corrective language that should have been included from the 2004 zoning code, Procedures Manual. The rule to mail letters to properties within 185 feet is a state requirement for rezoning and special use permit cases. The state does not require cities mail letters for vacations, so the blanket "letters to property owners to properties within 185 feet" is misleading. The City has created the practice of mailing property owners who utilize the right-of-way with the adoption of the 2004 Zoning Code. The current code fails to differentiate based on the type of case. This section also corrects a typo in the table name.

**Section 4:** Encroachment agreements require public hearings; however, they were not included as a type of case or on the fee schedule. This revises this table to include encroachment agreements as a type of public hearing. This section also corrects a typo in the table name.

**Section 5.** This section removes the fee amounts from the zoning code, as they are currently inaccurate. It adds reference to the ordinance for the most up to date fee schedule. Fee changes are made more frequently than the zoning code is updated, and this is the most reliable source for this information.

**Section 6.** In order to protect the historic value of properties within the City of Joplin, removing rezoning fees is a way to ensure that applicants are not deterred from applying for the Historic Preservation overlay.

**Section 7.** Our current code establishes a design emphasis on shared lane markings when creating bike lanes. The change references NACTO's guidelines which requires protected bike lanes, which are either elevated or provide a barrier between vehicles and bicycles, to create safer road conditions.

**Section 8.** Major utilities should be eligible for special use permit in all districts, as depending on the need for services, they may not be able to provide services for all areas, such as residential, if they are solely located in industrial districts. Currently they are only permitted in Industrial Districts. In the previous code, they were permitted via special use permit in all zoning districts. Currently, we have substations located in residentially zoned districts.

**Section 9.** The City adopted medical marijuana provisions and amended the zoning district table in 2019. Since then, the state has adopted recreational use. This update permits the same uses we permitted in the same districts, while removing the "medicinal" language. Article 9 is adopted in Section 34 to define these uses. This does not nullify the medicinal marijuana ordinance, Ordinance No. 2019-079, rather, it adds recreational uses to the zoning code.

**Section 10.** Permits Cultivation Facilities in the AG District.

**Section 11.** Permits Dispensaries and Testing Facilities in the C-2 and C-3 Districts.

**Section 12.** Permits Cultivation and Infused Product Manufacturing in the M-2 District.

**Section 13.** Permits Apartments in C-3 by right, rather than by special use. This will support integrated mixed-use development areas in large commercial developments, such as Prospect Village.

**Section 14.** The definition of Outdoor Sales, Large, currently includes motor vehicle sales. This use is not permitted in C-3 by right, under the current zoning table. However, almost all of the existing car lots in Joplin are located within a C-3 district and are legally non-conforming. The City adopted a form-based code under these provisions, which places an emphasis on beautification and site standards, such as building design, landscaping and more intensive buffer requirements. These standards accomplish the desired compatibility between outdoor motor sales and normal commercial retail uses, which is why staff is recommending we change the table to allow motor vehicle sales by right.

**Section 15.** Animal Care, General is permitted in C-1 through Special Use, and C-3 by right. This requested change will allow animal care in a C-2 District by City Council approval of a

Special Use Permit. These facilities would still be subject to the specific use standards for Kenneling.

**Section 16.** Similar to Section 14, this section seeks to amend the zoning table to allow commercial drive-up storage units in a C-3 District, due to the same reasoning: the City has adopted development standards that better integrate typical commercial uses with commercial uses such as storage units or motor sales.

**Section 17.** The definitions for this section clarify that this section is not exclusive to RV's (Outdoor storage or parking of recreational vehicles, water craft or trailers, or trucks with 12,000 pound gross vehicle weight or less), however, the title can be a little misleading, so we seek to remedy this by changing *Recreational* to *Large.*

**Section 18.** This clause was in our old zoning code, which allowed for a tractor unit for a tractor/trailer combination to be parked in the driveway for a limited period of time, to protect residents who were employed as truckers and did not have anywhere else to store their vehicle. This clause never made it into the current zoning code, so staff is seeking to correct this.

**Section 19.** Staff is recommending allowing solar panel ground mounts by right. Ground mounts are already treated as accessory structures and must comply with size, setback, and placement restrictions, along with the allowable building coverage (the amount of the yard that may have structures, versus the amount that must remain lawn) sections in in Article 5, Table 5-02. The code also refers to these as "conditional use permits" instead of "special use permits," which is the only time in the code this language is used. This is a copy and past error that was brought in from another code. "Conditional" and "special" use permits can be used interchangeably within the planning field, but per our procedures they are referred to as a Special Use Permit.

**Section 20.** This is a typo correction.

**Section 21.** There is a conflict with the animal care definitions in Article 9, and the kennel specific use standards. Currently, Animal Care, General, allows up to 50 animals, on properties between 5,000 and 20,000 square feet, and includes commercial kennels as an included use for that category. The current kennel specific use standards restrict the number of kenneled animals to 20, and requires a minimum of 2 acres, which most of our existing facilities in the City do not meet. Staff recommend we remove the 20 animal limitation and require a minimum of 2 acres if the facility houses more than 50 animals, bumping the use up to Animal Care, Large. All kennels will still be required to be screened, include outside runs, restrict their proximity to residential dwellings, and have an enclosed area for each animal. This will permit the legally non-conforming facilities by right, while also making our definitions consistent with the specific use standards.

**Section 22.** City staff researched codes from the City of Springfield, which had more indoor climate-controlled storage units (currently the City of Joplin has one). Our existing parking requirements are written to address drive-up, outdoor storage units, and do not provide realistic parking industry standards for indoor units. This will provide parking provisions specific to the indoor units, which do not generate as much traffic and require less parking spaces. This was

verified with the City of Springfield Planning office, who confirmed that their current provisions work for them.

**Section 23.** This is another clause that was in the previous zoning code but did not make it into the current code. This was adopted as an amendment to the previous code, which is why it was missed. In order to preserve historic buildings and sites, this clause allows limited commercial uses that are compatible with residential neighborhoods through the application for a Special Use Permit, contingent upon City Council approval.

**Section 24.** This section provides the use restrictions and standards for recreational marijuana uses, compliant and consistent with the Missouri statutes, and includes provisions that the City adopted for medicinal use. This section limits the facility's proximity to churches, schools, and licensed daycares, requires ventilation, prohibits onsite consumption, prohibits a facility in a building containing a residence, and prohibits outdoor storage.

**Section 25.** This is a typo correction, the setback should be 15 feet non 15 inches.

**Section 26.** This section allows residential property owners to have a detached garage and a pool or solar mount, rather than one or the other (most pools and solar installations are over 200 square feet, and for most residential lots, the limit is one per property). This section still limits the property to the maximum lot coverage standards, so residents will still not be able to fill the entire backyard with accessory structures.

**Section 27.** The current code states that fences that are over 5 feet and closed construction are limited to the backyard. The intent behind the adoption of this change was to allow privacy fences up to 12 feet along the side yard. Everything else is limited to 4 feet and to be open construction. Under the old code they were strictly limited to the backyard. However, due to the way this was worded, this can be interpreted to allow 5-foot privacy fences up to the front building line. This revised section will clean up the language to only allow privacy fences in the back and back side yard.

**Section 28.** T-posts and woven wire are not explicitly allowed as approved fence materials under the current zoning code. Materials that are not explicitly approved are left to the Planning Development and Neighborhood Services Director's discretion. The Joplin Municipal Code permitted these, however, the current code super cedes this, as there was a clause under the adoption of the 2022 Development Code that any ordinance in conflict with this code would be null and void. After implementing this code, staff is recommending to explicitly allow t-posts and woven wire in agricultural and industrial districts. This revision also removes the 15 foot property line setback for chain link fences in industrial and commercial areas. This was added to our code in 2022, and conflicts with the provisions in the municipal code and the previous zoning code (2004). It is a common industry standard for schools and industrial facilities to enclose their property with security fences up to the property line, so long as site triangles are not obstructed.

**Section 29.** One problem with the existing buffer requirements is when it is applied to existing sites, many of those whose existing buildings lay within what would be the required buffer perimeter. There is currently an applicability section that allows for the Director to pro-rate landscaping for the site where full compliance is not practical or possible. However, this added

section will provide an option for denser vegetation within a smaller perimeter area, or move the required amount to other areas of the site, as another option to pro-rating, so that conflicting use screening may still be provided to fulfill the intent of this section.

**Section 30.** This section was added as another design option for Accessible parking spaces. Our current design section for Accessible parking references the federal Americans with Disabilities Act Design Standards (2010), but our code only provides one of the design options for van accessible spaces, which is a 11-foot-wide aisle with a 5-foot-wide loading/unloading aisle. The ADA standards also provide the option for an 8-foot-wide space with an 8-foot-wide loading aisle. Staff is recommending the City include this design option in our code as well, making it consistent, and not more restrictive, than the federal requirements.

**Section 31.** This is a typo correction, the original code language references the R-5 District, not the MP District, by mistake.

**Section 32.** Staff is recommending removing the word "modular" from the Manufactured Home Park and Small Format Home District (MP) section. "Modular" and "Manufactured" mean fundamentally different things under federal law. The previous zoning code referred to homes within this district as "manufactured," not "modular." They should not have been referred to as "modular" in our current code. "Modular" homes are homes that are constructed to local building codes, may not be distinguishable from site-built homes, and are considered real property. "Modular" homes are financed through traditional means, such as Federal Housing Act (FHA) loans. Manufactured homes are built to the U.S. Department of Housing and Urban Development (HUD) codes, are not always subject to the same method of financing and may not always be permanently anchored to a foundation.

**Section 33.** We allow duplexes to be developed on a single parcel subject to them being treated as a multi-family project, where the lots are not subdivided and the buildings are not for individual sale. This changes some of the development requirements, like triggering stormwater and landscaping standards. This change will add a clause that allows for the City to require lots or parcels be merged, so that the owner does not split lots off later without City approval, creating non-conforming lots.

**Section 34.** This section has been revised to ensure that mobile vendors or micro businesses do not set up on vacant lots and gives the City some authority to require site plan review and/or special use permits if deemed necessary.

**Section 35.** This section adds the marijuana use definitions to the Use Definition section in the current zoning code.

**Section 36.** This section amends the ground cover definition by adding a section that prohibits invasive species as defined by the Missouri Department of Conservations. It also includes an allowance for cultivated native landscape beds. Neighborhood Services have been working with individuals who wish to maintain and conserve native plants. These revisions seek to provide specific language that will allow residents to conserve wildlife and native landscaping, but requires that it is done so in a maintained and orderly fashion.

**Section 37.** This section amends the Appendix C (Walkable Design Guidelines) applicability section to allow some flexibility in neighborhoods that would generally meet the other applicability sections for walkable design, but where strict application of the Walkable Design Guidelines would make new structures incompatible with the rest of existing homes.

**Section 38.** This section redefines the Historic Preservation overlay (HP District) by breaking it down into two categories. It creates one overlay (Historic Landmark - HL) for individual properties, and one overlay for (Historic District - HD) for historic districts or neighborhoods. An example of a Historic District designation would be for the Sunshine Lamp District. A historic landmark would be a single property nominated for historical significance. This change was brought before the Historic Preservation Commission in July 2025, with a recommendation for approval.

**Staff recommends to table Case 030-25**

**ENCLOSURES:**

- Council Bill
- Amended Development Code

**CASE 030-25: TEXT AMENDMENT**

Dr. Rosenberg asked if this was supposed to be tabled.

Mr. Bellairs stated yes but that we are still going to hold a public hearing.

Ms. Phillips asked when this will be presented to them again.

Mr. Bellairs stated that it will be brought to Council in October for a work session and a public hearing and then it will be brought back to the commission in October.

Ms. Phillips thought it was interesting in the Globe that they wanted to amend the code on dangerous buildings but did not see that in the changes provided to them.

Mr. Bellairs stated that this is a separate code but that this one was posted in the Globe.

Mr. Troy Bolander, Director of Planning, Development and Neighborhood Services stated that they are revising the dangerous building codes and that they are separate.

Dr. Rosenberg asked if changes could be made in yellow.

Mr. Bolander stated we could do this.

Mr. Bellairs presented the proposed text amendments. Each section in the staff report follows the section in the ordinance. Mr. Bellairs presented the staff report items and displayed the ordinance.

Mr. Bellairs stated that staff recommends approval of these items and asked if the Commission had any questions.

Ms. Harrington asked how long we have been working on this.

Mr. Bellairs stated that this has been worked on since he started 2022, and that there were several meetings.

Mr. Bolander stated that this was an entirely new code that was adopted and they knew there would be some issues with it once we started implementing it. He stated he is sure we will run into something else as well.

Mr. Bellairs stated that this does not mean it will be the last one.

Mr. Kimble stated Mr. Bellairs said staff recommending to approve.

Mr. Bellairs stated that he misspoke. Staff is recommending to table as there are a lot of items here, but the Commission could always call for a vote.

Mr. Bolander stated we do not have to table it we just advertised it as a public hearing. Mr. Bolander stated that someone in the audience can speak on it as well.

Mr. Bellairs asked if everything made sense in how it was organized in the staff report and ordinance.

Mr. Kimble stated that it did.

**MS. KLUE-MICHAEL MADE A MOTION TO TABLE CASE 030-25. THIS MOTION WAS SECONDED BY MS. HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)**

P & Z Case 030-25
City of Joplin
(P & Z Recommended to Table)

COUNCIL BILL NO. 2025-279 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 1. (General Provisions), Section 2 (Interpretation), D. Measurements, e. Setback Exceptions, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (7) stating the following:

(7) For residential out buildings, as described in Article 5.01 Accessory Structures, detached buildings may be located in front of the front building line, provided they are no closer than 60 feet to the front lot line.

**Section 3.** That Article 2 (Procedures), Table 6-01, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Table 2-01, and that Table 2-01 be amended to add a footnote reflecting the following:

Vacations of right-of-way and easements: letters shall be mailed to adjacent property owners with access from the right-of-way and nearby property owners that utilize the right-of-way.

**Section 4.** That Article 2 (Procedures), Section 2.01, 2. Fees, Table 6-02, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Table 2-02, and be amended to include Encroachment Agreement.

**Section 5**. That Article 2 (Procedures), Section 2.01, 2. Fees, Table 6-02, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to remove the fee dollar amounts, and instead state "Refer to Fee Schedule adopted by City Ordinance, Article V – Permits and Fees, Sec. 94-100 of the Joplin Municipal Code."

**Section 6.** That Article 2 (Procedures), Section 2.01, 2. Fees, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (a.) to read as follows:

a. Historic Preservation (HL and HD) rezoning cases shall be exempt from application fees.

**Section 7.** That Article 3 (Subdivision Standards), Section 1, Streets, Table 3-3, footnote 2, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to:

[2] Bicycle facilities shall conform to the standards of NACTO's Urban Bikeway Design Guide, Urban Street Design Guide, and Transit Street Design Guide. MUTCD guides the use of signs, signals, and markings.

**Section 8.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Public/Civic Uses, Utility, Major, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to eligibility for Special Use Permit ("S" designation) in Districts AG, RS, R-1, R-2, R-3, R-4, MP, MUC, C-O, C-1, C-2, and C-3.

**Section 9.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by adding the following uses: "Marijuana Cultivation Facility, Marijuana Dispensary Facility, Marijuana Infused Products Manufacturing Facility, Marijuana Testing Facility."

**Section 10.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in AG (Agricultural) Districts: "Marijuana Cultivation Facility."

**Section 11.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in C-2 (Central Business) and C-3 (Commercial) Districts: "Marijuana Dispensary Facility, Marijuana Testing Facility."

**Section 12.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in M-2 (Heavy Industrial) Districts: "Marijuana Cultivation Facility, Marijuana Infused Products Manufacturing Facility."

**Section 13.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Public/Civic Uses, Apartments, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

**Section 14.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Commercial Uses, Outdoor Sales - Large, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

**Section 15.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Commercial Uses, Animal Care - General, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to qualify for a special use permit ("S" designation) in District C-2.

**Section 16.** Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Commercial Uses, Storage and Warehousing – Personal, Outdoor, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

**Section 17**. Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), E. Outdoor Storage, Residential, 1. Recreational Vehicles of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to 1. Large Vehicles.

**Section 18.** Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), E. Outdoor Storage, Residential, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (4.) to read as follows:

4. One (1) tractor unit of a tractor/trailer combination may be parked in the yard for a maximum of 72 hours at any one time. Such parking area shall be paved with concrete, asphaltic cement, or any other dust-free surface approved by the Director of Planning, Development, and Neighborhood Services.

**Section 19.** That Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), J. Solar Panels, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by removing the following:

3. Free standing panels may only be authorized by conditional use permit if roof or wall mounted panels are shown to be infeasible.

**Section 20.** That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards), T. Storage Personal, Subsection "87" of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Subsection "7."

**Section 21.** That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) I. Kennel, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to read as follows:

I. Kennel. A kennel shall be defined as any animal care use that provides the overnight housing of animals for commercial, boarding or breeding purposes. This definition shall not apply to any overnight boarding necessary for medical care or observation. A kennel shall not be located closer than 50 feet to another lot line on which a residential dwelling is located, including outside runs, and shall contain at least one fully enclosed shelter for each animal or animals and provide an exercise area. If the kennel harbors more than 50 animals, the minimum lot size shall not be less than two acres. All kennel runs or open areas shall be screened around such areas or at the property lines to

prevent the distraction or excitement of the dogs. Such screening may be mature, dense deciduous foliage (double row), solid masonry, brick, or stone wall, louvered wood, stockade, or chain link fence with aluminum strip intertwined or other equivalent fencing, providing a sight barrier to the dogs.

**Section 22.** That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) T. Storage Personal, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (8.) to read as follows:

8. Indoor/climate-controlled storage units shall provide one parking space for every 25 storage spaces, one parking space for every employee, and two additional parking spaces if a residential manager lives on site. A minimum of two parking spaces shall be provided for the office.

**Section 23.** That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new paragraph (X) to read as follows:

X. Historic Commercial Uses in R-1, R-2, R-3, R-4 Districts

1. Purpose: To protect and conserve the heritage and character of Joplin's historic residential neighborhoods by specially permitting commercial uses in historic districts and from historic landmarks.
2. Structures that are located in a residentially zoned district shall be part of a historic district or designated a historic landmark.
3. The commercial use must obtain a special use permit prior to operation. Uses eligible for special use permit shall be uses permitted by right in the C-1 District.
4. The commercial use shall contribute positively to the historic character of the residential neighborhood.
5. Approval of the commercial use shall not alter the historic district or historic landmark in a way that detracts from its uniqueness.
6. Prior to the granting of any special use permit, the Planning Commission or City Council may stipulate such conditions and restrictions upon the establishment, location, and operation of the special use as is deemed necessary for the protection of the public interest.

**Section 24.** That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new paragraph (Y) to read as follows:

Y. Marijuana

Marijuana facilities shall be subject to the following use restrictions:

1. Buffer requirement. No marijuana facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, licensed child day care

center, or church. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare or church to the closest point of the property line of the school, daycare, or church. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

2. Outdoor operations or storage is prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
3. Onsite usage prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.
4. No marijuana facility shall be located in a building that contains a residence.
5. Ventilation required. All marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

**Section 25.** That Article 5 (Building & Development Standards) Section 5.02 (Non-Residential Development Standards) Table 5-3 Nonresidential District Lot & Building Standards, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by removing the 15" setback and replacing it with 15' for the M-1 (Restricted Industrial) and M-2 (Heavy Industrial) District.

**Section 26.** That Article 5 (Building & Development Standards) Section 5.01 (Residential Development Standards) C. (Accessory Buildings – Residential) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection (f.) to read as follows:

f. Pools and solar ground mounts shall be subject to size/placement requirements but shall not be subject to the maximum number of accessory structures per lot. However, all accessory structures shall still be subject to the maximum building coverage standards in Table 5-02.

**Section 27.** That Article 6 (Landscape & Site Design Standards) Section 6.04 (Fences) B. (Rear and Interior Side Fences), 3. of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

3. All privacy fences with a solid screen or height over 4 feet high shall be limited along interior side lot lines to no more than 12 feet in front of the rear building line. The Director may approve exceptions to allow as much as along 50% of the side elevation where the building and yard is configured to have substantially active or social outside spaces such as building entrances, walkways, patios, or courtyards.

**Section 28.** That Article 6 (Landscape & Site Design Standards) Section 6.04 (Fences) B. (Rear and Interior Side Fences), 4. d., of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

d. Materials for construction of a decorative fence may be wood, woven wire, chain link, wrought iron, square tubing or metal pipe. A decorative fence must be of open construction, and no panels such as plywood, wafer board, etc., will be allowed. T-posts shall be permitted in agricultural and industrial districts but shall be prohibited in residential and commercial districts.

**Section 29.** That Article 6 (Landscape & Site Design Standards) Section 6.03 (Buffers and Screening) Table 6-03: Buffer Planting Requirements, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection to read as follows:

Where existing site or building conditions severely limit the site's ability to fulfill these requirements, Type III buffers may reduce the width to 15' provided that the planting schedule is met at twice (2X) the required rate. Where existing site conditions do not allow for a Type II or Type III buffer, the required number of trees and shrubs shall be provided in other areas of the site, in combination with a fence or masonry wall. Additional landscaping shall provide a visual barrier but shall not exceed the American Nursery Stock Standards (AMNS).

**Section 30.** That Article 7 (Access & Parking Standards), Section 7.03 (Required Parking), C. (Accessible Parking), Line 3., Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

3. Accessible spaces shall be at least nine feet wide with a minimum five feet accessible aisle. Van accessible spaces shall be at least 11 feet wide with a minimum five feet accessible aisle, or at least eight feet wide with a minimum eight feet accessible aisle. Two adjacent spaces may share the same accessible aisle.

**Section 31.** That Article 8 (Special Districts & Supplemental Standards) Section 8.03 (Manufactured Home Park & Small Format Home (MP) District) F. (Landscape and Parking Design), Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

F. Landscape and Parking Design. The standards of Articles 6 and 7 are generally applicable to the MP district, except as modified through a development plan based on the criteria in Section 2.04.

**Section 32.** That Article 8 (Special Districts & Supplemental Standards) Section 8.03 (Manufactured Home Park & Small Format Home (MP) District) A. (Intent and Applicability) and B. (Permitted Use) Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to remove the word "modular."

**Section 33.** That Article 9 (Definitions & Terms) 9.01 (Description of Uses), Duplex/Multi-unit House, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

Duplex/Multi-unit House. A residential building designed to accommodate 2 to 4 primary dwelling units in an urban neighborhood or suburban setting. Duplex units that share a single common wall may be on a single lot, or on a single parcel, or may be platted as separate lots along the common wall line subject to platting restrictions. Duplex/Multi-unit Houses shall have a scale, orientation and design features that maintains the appearance and form similar to a detached house. Multiple duplexes constructed on a single-parcel may be subject to additional platting requirements.

**Section 34.** That Article 9 (Definitions & Terms) 9.01 (Description of Uses), C. Commercial Uses, Retail-Micro/Mobile, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

Retail - Micro/Mobile - A small scale retail use under 1,000 square feet, including food trucks, sales kiosks or machines, and other temporary or permanent sales receptacles, each of which may be subject to specific licensing and siting conditions depending on the permanence of the use, structures or other circumstances of the location. Mico/Mobile Retail uses not specified in Article 4.05, shall be located on an approved temporary vendor location which hosts a legally established use. Any Micro/Mobile Retail use located on a vacant lot shall be subject to special use permitting and specific siting conditions.

**Section 35.** That Article 9 (Definitions & Terms) 9.01 (Description of Uses), C. Commercial Uses, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to include the following uses and definitions:

Marijuana Facility – a Marijuana Cultivation Facility, Marijuana Dispensary Facility, Marijuana Infused Products Manufacturing Facility, or Marijuana Testing Facility.

Marijuana Cultivation Facility – a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Marijuana Dispensary Facility, Marijuana Testing Facility, or a Marijuana Infused Products Manufacturing Facility.

Marijuana Dispensary Facility – a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to another Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

Marijuana Infused Products Manufacturing Facility – a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Marijuana Dispensary Facility, Marijuana Testing Facility, or to another Marijuana Infused Products Manufacturing Facility."

Marijuana Testing Facility – a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

**Section 36.** That Article 9 (Definitions & Terms) 9.02 (Definitions), Ground Cover, be amended to read as follows:

Ground Cover. Materials that typically do not exceed one foot in height used to provide cover of the soil in landscaped areas, which may include a combination of, but not limited to river rock, cobble, boulders, concrete pavers, grasses, flowers, low-growing shrubs and vines, and those materials derived from once-living things, such as wood mulch. Prohibited landscaping materials shall include anything identified as an invasive species by the Missouri Department of Conservation. Cultivated native landscape beds are permitted, provided they are in accordance with the planting standards set by the Missouri Department of Conservation and Grow Native by the Missouri Prairie Foundation. A cultivated landscape bed shall be defined as a landscaped area where plants were purchased, planted and maintained in a planned, intentional, and organized manner. In no instance shall plants that grew on their own from the soil's seed bank and were allowed to grow without management be considered a cultivated landscape bed. Taller native plants shall be planted towards the interior of the lot, near the structure, and lower native plants shall be planted toward the exterior of the lot closer to the street. Plants on corner lots and within the right-of-way, and areas in proximity to the right-of-way or streets, shall maintain a height no greater than 12 inches. Plant material shall be regularly trimmed and pruned to keep from encroaching sidewalks, walkways, streets, driveways, parking areas, and neighboring properties. Any plant materials that exceed these provisions shall be considered in violation of this section, and be considered a nuisance under Sec. 54-61 and Sec. 54-62 of the Joplin Code of Ordinances.

**Section 37.** That Appendix C (Walkable Neighborhood Design Guidelines), B. Applicability, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by adding the following subsections:

5. Where the existing development of a block has deviated from these design guidelines, in a neighborhood that would fall under the applicability of this section, variation to the building design may be allowed in regard to driveway width and placement, garage extent and location, and frontage design, provided that the proposed design upholds the existing character of the neighborhood.

**Section 38.** That Appendix E (Historic Preservation) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection (32.) to read as follows:

32. Zoning Overlays: Historical properties, structures, and areas shall be issued zoning district overlays based on the type of designation.
HL (Historic Landmark): Properties that are individually nominated as local historic landmarks.
HD (Historic District): Multiple properties, nominated collectively as a new, or expansion of an existing district.

**Section 39.** 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 40.** That this ordinance shall become effective beginning _____, 2025.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025- 286 approving a purchase order for 3 Neighborhood Services Vehicles

**MEETING DATE**
October 20, 2025

**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 approves the issuance of a Purchase Order(s) to Corwin Ford - Republic for the purchase of three (3) 2025 Ford Ranger 4X4 Crew Cabs.

**BACKGROUND**
The approved 2024-25 FY Budget included the purchase of 3 (Three) new Compact Trucks to replace 2 (Two) 2010 Ford Rangers and 1 (One) 2009 Ford Ranger. The purchase of 3 (Three) 2025 Ford Rangers with an individual cost of $37,722.96, combined total of $113,168.88. In Fiscal Year 2024-2025 budgeted appropriations, there is an appropriation in the total amount of One Hundred Twenty Thousand Dollars. ($120,000.00) for the purchase of 3 trucks.

**FUNDING SOURCE**
This payment is included in the FY 2024-25 budget of the General Fund – Neighborhood Improvement, Motor Vehicle line item.

**RECOMMENDATION**
Staff recommends approval of this council bill for the purchase of 3 trucks for the Neighborhood Services division.

**ATTACHMENTS**
CB2025-286 Ordinance; Corwin Ford - Republic Quote

COUNCIL BILL NO. 2025-286 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Corwin Ford- Republic to cover the cost of three (3) 2025 Ford Ranger 4X4 Crew Cabs for a total of One Hundred Thirteen Thousand, One Hundred and Sixty-Eight Dollars and Eighty-Eight cents ($113,168.88) within the approved City of Joplin Fiscal Year 2024-25 budget with an effective date of November 4, 2025.

WHEREAS, Corwin Ford – Republic is an approved vendor for the City of Joplin and,

WHEREAS, in the FY2024-25 budget, Council approved One Hundred Twenty Thousand Dollars ($120,000.00) to purchase three (3) compact trucks for the Neighborhood Services Division of the Department of Planning, Development & Neighborhood Services.

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

Section 1. That a Purchase Order issued to Corwin-Ford Republic in the amount of $113,168.88, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-25 budget reflects an appropriation in the total amount of One Hundred Twenty Thousand Dollars ($120,000.00) for the purchase of three Neighborhood Services Vehicles.

Section 3. That this Council Bill shall have an effective date of November 4, 2025

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CNGP530 VEHICLE ORDER CONFIRMATION

==> _____

Dealer: F53493
Page: 1 of 1

2025 RANGER

Order No: Q888 Priority: F2 Ord FIN: QS036 Order Type: 5B Price Level: 520
Ord PEP: 100A Cust/Flt Name: JOPLIN PO Number:

| | | RETAIL |
|---|---|---|
| R4P | RANGER 4X4 C/C | $36725 |
| | .128" WHEELBASE | |
| YZ | OXFORD WHITE | |
| B | CLOTH SEATS | |
| H | EBONY INTERIOR | |
| 100A | EQUIP GRP | |
| | .XL SERIES | |
| 99H | .2.3L ECOBOOST | |
| 44T | .10-SPD AUTO TR | |
| | 255/70R17 A/T | |
| 76F | STX APPEAR PKG | NC |
| | .FOG LAMPS | |
| | .17"SILVER WHL | |
| 153 | FRT LICENSE BKT | NC |
| 18D | RUN BOARD-BLACK | 695 |

| | | RETAIL |
|---|---|---|
| 53R | TRAILER TOW PKG | $495 |
| 86S | TGH BED SPRY IN | 495 |
| | FLEET SPCL ADJ | NC |
| | SP DLR ACCT ADJ | |
| | SP FLT ACCT CR | |
| | FUEL CHARGE | |
| B4A | NET INV FLT OPT | NC |
| | DEST AND DELIV | 1595 |
| TOTAL | BASE AND OPTIONS | 40005 |
| TOTAL | | 40005 |
| *THIS | IS NOT AN INVOICE* | |

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC05218

* PRICE AS EQUIPPED ABOVE .... $ 36,753. (4x4)

+ "HAZARD LIGHTING" + 969.96

COMPLETED UNIT $ 37,722.96

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-541 – Approving the updated General Employee Salary Administration Plan, the Part-Time/Seasonal Salary Administration Plan and the Fire Salary Administration Plan to comply with the recently passed HB567 revised minimum wage, effective January 1, 2026

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2025-541 Ordinance; Exhibit "A" Salary Administration Plan; Exhibit "B" Part-Time/Seasonal Salary Administration Plan; Exhibit "D"- Fire Salary Administration Plan for certain fire positions

**REVIEWED BY**
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves an updated General Employee Salary Administration Plan, the Part-Time/Seasonal Salary Administration Plan and the Fire Salary Administration Plan by complying with HB567 pursuant to RSMo. 290.500 through 290.502 making the minimum wage $15.00 effective January 1, 2026, which is now applicable to public employers.

**BACKGROUND**
The Governor of the State of Missouri recently signed HB567, which states pursuant to RSMo. 290.500 through 290.502, public employers will be subject to Missouri's minimum wage law. Beginning August 28, 2025, public employers in the state were required to pay non-exempt employees a minimum of $13.75 per hour, and starting January 1, 2026, $15.00 per hour. Prior to the passage of HB567, public employers were exempted from Missouri's minimum wage law and were only required to follow the federal minimum wage law.

In early September, City Council approved a modification to the Fire Pay Plan to address the Firefighter/EMT position that started below $13.75 per hour. On January 1, 2026, there will be certain general employee, fire and part-time/seasonal positions below the required minimum wage of $15.00 per hour.

In order to bring these employees to the new minimum wage, this Council Bill approves new pay plans, effective January 1, 2026, for general employees, fire employees and part-time/seasonal positions.

- For general employees, Steps 1-3 of Grade N1 and Step 1 of Grade N2 will be removed. This will make the starting pay for N1 $15.293 per hour, which is $31,810 annually and N2 $15.721 per hour, which is $32,700 annually.
- For fire employees, Steps 4-6 will be removed from Grade F2, while Steps 1-3 will be removed from Grade F4. This will make the starting pay for F2 $15.358 per hour, which is $44,723 annually and $15.833 per hour or $46,106 annually for F4.
- The first grade on the Part-Time/Seasonal pay plan will be removed and combined with the second grade. This will make the starting pay for those positions in this pay plan $15.338 per hour.

There are 6 general plan employees impacted by this minimum wage change. The total cost for implementing this short-term resolution is $18,000, of which $15,000 is the estimated 2026 fiscal year cost. Of this amount, $8,300 represents the general fund cost, with the remainder occurring in the Solid Waste, Parks/Stormwater Sales Tax and TST funds. These amounts are included in the 2026 budget.

There are 34 fire plan employees impacted by this minimum wage change. The total estimated cost for implementing the short-term resolution is $147,000, while the 2026 fiscal year cost is about $122,500. This amount is split approximately $57,500 to the general fund and $65,000 to the public safety sales tax fund. These amounts are included in the 2026 budget.

It is more difficult to project the impact of the seasonal pay plan change. However, the change is mostly in the parks fund, with a small amount in the general fund for school crossing guards which is covered by a cooperative agreement with the Joplin R-VIII School District. Based on the percentage increase in the hourly rate, it is anticipated the additional cost will be approximately $56,000 in the parks fund for fiscal year 2026. This amount has been included in the 2026 budget.

Removing steps from the current pay plans to meet this State mandate is a short-term solution. The short-term solution does create compression for the General Employee and Fire Pay Plans. This compression doesn't retain the internal equity that has been previously established. This will certainly need to be addressed through a long-term solution, which is currently being developed. However, the long-term solution to address compression and internal equity caused by the unfunded State minimum wage mandate, as well as overall wages will require a new funding source.

**FUNDING SOURCE**

The funding has been included in the adopted FY 2026 budget in the appropriate funds.

**RECOMMENDATION**

Staff recommends approval of this council bill on first reading.

**COUNCIL BILL NO. 2025-541 ORDINANCE NO.**

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions effective January 1, 2026; adopting a new step pay plan by reference the Fire Salary Administration Plan establishing the annual salary of certain fire positions effective January 1, 2026; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plans by Ordinance Number 2025-____ on October 20, 2025; and,

WHEREAS, Missouri HB567 revised the required minimum wage from $13.75 per hour to $15.00 per hour effective January 1, 2026 to include public employers; and,

WHEREAS, the starting pay for certain general employees, fire employees and part-time/seasonal employee positions start below the January 1, 2026 required minimum wage of $15.00 per hour; and,

WHEREAS, the City must comply with RSMo. 290.500 through 290.502, which requires an update to the general employee pay plan, fire pay plan and the part-time/seasonal pay plan; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Classified service of the City.

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

Section 1. That the attached Step Pay Plans be and the same is hereby adopted as the Salary Administration Plans for certain Classified and Unclassified positions of the City of Joplin as contained in said Plans effective on January 1, 2026, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified and Unclassified positions effective January 1, 2026, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the rate per hour for certain Part-Time and Seasonal positions effective January 1, 2026, shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal or State Minimum Wage requirements.

Section 4. That the annual salary of certain Classified positions effective January 1, 2026, shall be in accordance with Exhibit "D" attached hereto and incorporated herein.

Section 5. That additional compensation to members of the Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 6. That this Ordinance shall become effective on January 1, 2026.

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

_____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JANUARY 1, 2026

* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N1 | Cook | | | | $ 15.293 | $ 15.676 | $ 16.068 | $ 16.469 | $ 16.881 | $ 17.303 | $ 17.736 | $ 18.179 | $ 18.634 | $ 19.099 | $ 19.577 | $ 20.066 | $ 20.568 | $ 21.082 | |
| | Court Assistant I | | | | $ 31,810 | $ 32,606 | $ 33,421 | $ 34,256 | $ 35,113 | $ 35,990 | $ 36,890 | $ 37,812 | $ 38,758 | $ 39,727 | $ 40,720 | $ 41,738 | $ 42,781 | $ 43,851 | |
| | Custodian | | | | | | | | | | | | | | | | | | |
| | Transit Dispatcher | | | | | | | | | | | | | | | | | | |
| N2 | Administrative Assistant | | $ 15.721 | $ 16.114 | $ 16.517 | $ 16.930 | $ 17.353 | $ 17.787 | $ 18.232 | $ 18.687 | $ 19.155 | $ 19.633 | $ 20.124 | $ 20.627 | $ 21.143 | $ 21.672 | $ 22.213 | $ 22.769 | |
| | Breastfeeding Peer Counselor Coordinator | | $ 32,700 | $ 33,517 | $ 34,355 | $ 35,214 | $ 36,094 | $ 36,997 | $ 37,922 | $ 38,870 | $ 39,841 | $ 40,837 | $ 41,858 | $ 42,905 | $ 43,977 | $ 45,077 | $ 46,204 | $ 47,359 | |
| | Court Compliance Officer I | | | | | | | | | | | | | | | | | | |
| | Laborer I | | | | | | | | | | | | | | | | | | |
| | Police Services Assistant | | | | | | | | | | | | | | | | | | |
| | Tourism Assistant | | | | | | | | | | | | | | | | | | |
| | Transit Driver I | | | | | | | | | | | | | | | | | | |
| | Utility Locator | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Assistant | | | | | | | | | | | | | | | | | | |
| N3 | Automotive Service Worker | $ 16.565 | $ 16.979 | $ 17.404 | $ 17.839 | $ 18.285 | $ 18.742 | $ 19.210 | $ 19.691 | $ 20.183 | $ 20.687 | $ 21.205 | $ 21.735 | $ 22.278 | $ 22.835 | $ 23.406 | $ 23.991 | $ 24.591 | |
| | Court Assistant II | $ 34,455 | $ 35,317 | $ 36,199 | $ 37,104 | $ 38,032 | $ 38,983 | $ 39,957 | $ 40,956 | $ 41,980 | $ 43,030 | $ 44,106 | $ 45,208 | $ 46,338 | $ 47,497 | $ 48,684 | $ 49,901 | $ 51,149 | |
| | Engineering Assistant | | | | | | | | | | | | | | | | | | |
| | Health Professional Assistant-WIC | | | | | | | | | | | | | | | | | | |
| | Laborer II | | | | | | | | | | | | | | | | | | |
| | Permit Technician | | | | | | | | | | | | | | | | | | |
| | Recreation Leader | | | | | | | | | | | | | | | | | | |
| | Transit Driver II | | | | | | | | | | | | | | | | | | |
| N4 | Accounting Specialist | $ 17.890 | $ 18.337 | $ 18.796 | $ 19.266 | $ 19.747 | $ 20.241 | $ 20.747 | $ 21.266 | $ 21.797 | $ 22.342 | $ 22.901 | $ 23.473 | $ 24.060 | $ 24.662 | $ 25.278 | $ 25.910 | $ 26.558 | |
| | Airport Operations Worker | $ 37,212 | $ 38,142 | $ 39,095 | $ 40,073 | $ 41,075 | $ 42,102 | $ 43,154 | $ 44,233 | $ 45,339 | $ 46,472 | $ 47,634 | $ 48,825 | $ 50,045 | $ 51,297 | $ 52,579 | $ 53,894 | $ 55,241 | |
| | Assistant City Clerk | | | | | | | | | | | | | | | | | | |
| | Communications Specialist | | | | | | | | | | | | | | | | | | |
| | Competent Professional Authority-WIC | | | | | | | | | | | | | | | | | | |
| | Court Compliance Officer II | | | | | | | | | | | | | | | | | | |
| | Crime Analyst/Accreditation Coordinator | | | | | | | | | | | | | | | | | | |
| | CVB Marketing Specialist | | | | | | | | | | | | | | | | | | |
| | Engineering Technician | | | | | | | | | | | | | | | | | | |
| | Equipment Operator | | | | | | | | | | | | | | | | | | |
| | Evidence Technician | | | | | | | | | | | | | | | | | | |
| | HR Specialist | | | | | | | | | | | | | | | | | | |
| | Interactive Communications Specialist | | | | | | | | | | | | | | | | | | |
| | Legal Specialist | | | | | | | | | | | | | | | | | | |
| | Neighborhood Improvement Officer | | | | | | | | | | | | | | | | | | |
| | Park Ranger | | | | | | | | | | | | | | | | | | |
| | Parks Caretaker | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Operator I | | | | | | | | | | | | | | | | | | |
| | Recreation Coordinator | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JANUARY 1, 2026
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Right-of-Way Technician | | | | | | | | | | | | | | | | | | |
| | Transit Driver III | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Technician | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Operator | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Utility Worker | | | | | | | | | | | | | | | | | | |
| N10 | Airport Police Officer | $ 19.679 | $ 20.171 | $ 20.675 | $ 21.192 | $ 21.722 | $ 22.265 | $ 22.822 | $ 23.392 | $ 23.977 | $ 24.577 | $ 25.191 | $ 25.821 | $ 26.466 | $ 27.128 | $ 27.806 | $ 28.501 | $ 29.214 | |
| | Animal Control Officer | $ 40,933 | $ 41,956 | $ 43,005 | $ 44,080 | $ 45,182 | $ 46,312 | $ 47,469 | $ 48,656 | $ 49,873 | $ 51,119 | $ 52,397 | $ 53,707 | $ 55,050 | $ 56,426 | $ 57,837 | $ 59,283 | $ 60,765 | |
| | Building Inspector | | | | | | | | | | | | | | | | | | |
| | Building Maintenance Technician | | | | | | | | | | | | | | | | | | |
| | Construction Inspector | | | | | | | | | | | | | | | | | | |
| | Detention Officer | | | | | | | | | | | | | | | | | | |
| | Environmental Public Health Specialist I | | | | | | | | | | | | | | | | | | |
| | Executive Asst/Secretary to City Manager | | | | | | | | | | | | | | | | | | |
| | Heavy Equipment Operator | | | | | | | | | | | | | | | | | | |
| | Parks Facilities Maintenance Technician | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Operator II | | | | | | | | | | | | | | | | | | |
| | Traffic, Markings and Sign Technician | | | | | | | | | | | | | | | | | | |
| N11 | Automotive Technician II | $ 21.647 | $ 22.188 | $ 22.743 | $ 23.312 | $ 23.894 | $ 24.492 | $ 25.104 | $ 25.732 | $ 26.375 | $ 27.034 | $ 27.710 | $ 28.403 | $ 29.113 | $ 29.841 | $ 30.587 | $ 31.352 | $ 32.135 | |
| | Communications Technician | $ 45,026 | $ 46,152 | $ 47,305 | $ 48,488 | $ 49,700 | $ 50,943 | $ 52,216 | $ 53,522 | $ 54,860 | $ 56,231 | $ 57,637 | $ 59,078 | $ 60,555 | $ 62,069 | $ 63,621 | $ 65,211 | $ 66,841 | |
| | Environmental Public Health Specialist II | | | | | | | | | | | | | | | | | | |
| | GIS Technician | | | | | | | | | | | | | | | | | | |
| | Lead Animal Control Officer | | | | | | | | | | | | | | | | | | |
| | Lead Building Inspector | | | | | | | | | | | | | | | | | | |
| | Lead Case Investigator/Contact Tracer | | | | | | | | | | | | | | | | | | |
| | Lead Cemetery Caretaker | | | | | | | | | | | | | | | | | | |
| | Lead Parks Caretaker | | | | | | | | | | | | | | | | | | |
| | Nutritionist I | | | | | | | | | | | | | | | | | | |
| | Project Coordinator | | | | | | | | | | | | | | | | | | |
| | Property Negotiator/Appraiser | | | | | | | | | | | | | | | | | | |
| | Traffic Signal Technician | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Technician | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Technician | | | | | | | | | | | | | | | | | | |
| N20 | Airport Operations Supervisor | $ 22.729 | $ 23.298 | $ 23.880 | $ 24.477 | $ 25.089 | $ 25.716 | $ 26.359 | $ 27.018 | $ 27.694 | $ 28.386 | $ 29.096 | $ 29.823 | $ 30.569 | $ 31.333 | $ 32.116 | $ 32.919 | $ 33.742 | $ 34.586 |
| | Chief Wastewater Plant Operator | $ 47,277 | $ 48,459 | $ 49,671 | $ 50,913 | $ 52,185 | $ 53,490 | $ 54,827 | $ 56,198 | $ 57,603 | $ 59,043 | $ 60,519 | $ 62,032 | $ 63,583 | $ 65,172 | $ 66,802 | $ 68,472 | $ 70,184 | $ 71,938 |
| | Chief Wastewater Plant Technician | | | | | | | | | | | | | | | | | | |
| | Community Health Planner/Educator | | | | | | | | | | | | | | | | | | |
| | Jail Shift Supervisor | | | | | | | | | | | | | | | | | | |
| | Nutritionist II | | | | | | | | | | | | | | | | | | |
| | Transit Driver Supervisor | | | | | | | | | | | | | | | | | | |
| | Utility Billing Supervisor | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JANUARY 1, 2026
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Wastewater Biosolids Program Supervisor | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Supervisor | | | | | | | | | | | | | | | | | | |
| | Wellness Coordinator | | | | | | | | | | | | | | | | | | |
| N21 | Accountant I (E) | $ 25.002 | $ 25.628 | $ 26.268 | $ 26.925 | $ 27.598 | $ 28.288 | $ 28.995 | $ 29.720 | $ 30.463 | $ 31.225 | $ 32.005 | $ 32.805 | $ 33.626 | $ 34.466 | $ 35.328 | $ 36.211 | $ 37.116 | $ 38.044 |
| | Community Health Nurse (E) | $ 52,005 | $ 53,305 | $ 54,638 | $ 56,004 | $ 57,404 | $ 58,839 | $ 60,310 | $ 61,818 | $ 63,363 | $ 64,947 | $ 66,571 | $ 68,235 | $ 69,941 | $ 71,690 | $ 73,482 | $ 75,319 | $ 77,202 | $ 79,132 |
| | Fire Apparatus Fleet Manager | | | | | | | | | | | | | | | | | | |
| | IT Analyst | | | | | | | | | | | | | | | | | | |
| | Land Surveyor | | | | | | | | | | | | | | | | | | |
| | Planner | | | | | | | | | | | | | | | | | | |
| | Plans Reviewer | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Supervisor | | | | | | | | | | | | | | | | | | |
| | Recycling Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Right-of-Way Manager | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Inspector | | | | | | | | | | | | | | | | | | |
| N22 | Accountant II (E) | $ 27.503 | $ 28.190 | $ 28.895 | $ 29.617 | $ 30.358 | $ 31.117 | $ 31.895 | $ 32.692 | $ 33.509 | $ 34.347 | $ 35.206 | $ 36.086 | $ 36.988 | $ 37.913 | $ 38.861 | $ 39.832 | $ 40.828 | $ 41.849 |
| | Assistant CVB Director/Director of Sales (E) | $ 57,206 | $ 58,636 | $ 60,102 | $ 61,604 | $ 63,144 | $ 64,723 | $ 66,341 | $ 67,999 | $ 69,699 | $ 71,442 | $ 73,228 | $ 75,059 | $ 76,935 | $ 78,859 | $ 80,830 | $ 82,851 | $ 84,922 | $ 87,045 |
| | Building Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Communications Technician Manager | | | | | | | | | | | | | | | | | | |
| | Fleet Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Golf Course Professional (E) | | | | | | | | | | | | | | | | | | |
| | HR Safety Manager (E) | | | | | | | | | | | | | | | | | | |
| | Jail Administrator (E) | | | | | | | | | | | | | | | | | | |
| | Neighborhood Improvement Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Regional Response Planner | | | | | | | | | | | | | | | | | | |
| | Transportation Coordinator (E) | | | | | | | | | | | | | | | | | | |
| N23 | Assistant Wastewater Plant Superintendent (E) | $ 30.253 | $ 31.009 | $ 31.785 | $ 32.579 | $ 33.394 | $ 34.228 | $ 35.084 | $ 35.961 | $ 36.860 | $ 37.782 | $ 38.726 | $ 39.695 | $ 40.687 | $ 41.704 | $ 42.747 | $ 43.815 | $ 44.911 | $ 46.033 |
| | Athletic Facilities Superintendent (E) | $ 62,926 | $ 64,499 | $ 66,112 | $ 67,765 | $ 69,459 | $ 71,195 | $ 72,975 | $ 74,799 | $ 76,669 | $ 78,586 | $ 80,551 | $ 82,565 | $ 84,629 | $ 86,744 | $ 88,913 | $ 91,136 | $ 93,414 | $ 95,750 |
| | Cemetery Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Emergency Management Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Financial Analyst (E) | | | | | | | | | | | | | | | | | | |
| | Golf Course Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Infrastructure Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | |
| | Medical Services Coordinator (E) | | | | | | | | | | | | | | | | | | |
| | Museum Curator (E) | | | | | | | | | | | | | | | | | | |
| | Network Administrator | | | | | | | | | | | | | | | | | | |
| | Parks Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Public Information Officer (E) | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Manager (E) | | | | | | | | | | | | | | | | | | |
| | Webmaster (E) | | | | | | | | | | | | | | | | | | |
| | WIC Services Coordinator (E) | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JANUARY 1, 2026
* - unclassified position according to city charter (E) - exempt according to FLSA

| Grade | Position (* - unclassified according to city charter) | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) | Step 16 (hrly/annual) | Step 17 (hrly/annual) | Step 18 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N24 | Airport Manager (E) | $ 33.278 | $ 34.110 | $ 34.963 | $ 35.837 | $ 36.733 | $ 37.651 | $ 38.593 | $ 39.557 | $ 40.546 | $ 41.560 | $ 42.599 | $ 43.664 | $ 44.756 | $ 45.874 | $ 47.021 | $ 48.197 | $ 49.402 | $ 50.637 |
| | Assistant City Prosecutor (E) | $ 69,219 | $ 70,949 | $ 72,723 | $ 74,541 | $ 76,405 | $ 78,315 | $ 80,273 | $ 82,279 | $ 84,336 | $ 86,445 | $ 88,606 | $ 90,821 | $ 93,092 | $ 95,419 | $ 97,804 | $ 100,249 | $ 102,756 | $ 105,325 |
| | Capital Improvement Project Manager (E) | | | | | | | | | | | | | | | | | | |
| | Chief Building Official (E) | | | | | | | | | | | | | | | | | | |
| | Civil Engineer I (E) | | | | | | | | | | | | | | | | | | |
| | Infrastructure Superintendent (E) | | | | | | | | | | | | | | | | | | |
| | Police Captain (E) | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Superintendent (E) | | | | | | | | | | | | | | | | | | |
| N30 | Assistant Director of Health (E) | $ 36.606 | $ 37.521 | $ 38.459 | $ 39.421 | $ 40.406 | $ 41.416 | $ 42.452 | $ 43.513 | $ 44.601 | $ 45.716 | $ 46.859 | $ 48.030 | $ 49.231 | $ 50.462 | $ 51.723 | $ 53.017 | $ 54.342 | $ 55.700 |
| | Assistant Director of Planning, Development (E) | $ 76,141 | $ 78,044 | $ 79,995 | $ 81,995 | $ 84,045 | $ 86,146 | $ 88,300 | $ 90,507 | $ 92,770 | $ 95,089 | $ 97,466 | $ 99,903 | $ 102,401 | $ 104,961 | $ 107,585 | $ 110,274 | $ 113,031 | $ 115,857 |
| | Assistant Director of Public Works-Operations (E) | | | | | | | | | | | | | | | | | | |
| | Assistant IT Director (E) | | | | | | | | | | | | | | | | | | |
| | Assistant Finance Director (E) | | | | | | | | | | | | | | | | | | |
| | Assistant Parks Director (E) | | | | | | | | | | | | | | | | | | |
| | City Prosecutor (E) | | | | | | | | | | | | | | | | | | |
| | Civil Engineer II (E) | | | | | | | | | | | | | | | | | | |
| | Deputy Fire Chief (E) | | | | | | | | | | | | | | | | | | |
| N40 | Assistant City Attorney (E) | $ 40.267 | $ 41.273 | $ 42.305 | $ 43.363 | $ 44.447 | $ 45.558 | $ 46.697 | $ 47.864 | $ 49.061 | $ 50.288 | $ 51.545 | $ 52.833 | $ 54.154 | $ 55.508 | $ 56.896 | $ 58.318 | $ 59.776 | $ 61.271 |
| | Assistant Director of Public Works-Engineering (E) | $ 83,755 | $ 85,849 | $ 87,995 | $ 90,195 | $ 92,450 | $ 94,761 | $ 97,130 | $ 99,558 | $ 102,047 | $ 104,598 | $ 107,213 | $ 109,893 | $ 112,641 | $ 115,457 | $ 118,343 | $ 121,302 | $ 124,334 | $ 127,443 |
| | Assistant Police Chief (E) | | | | | | | | | | | | | | | | | | |
| | * CVB Director (E) | | | | | | | | | | | | | | | | | | |
| | * Director of Communications (E) | | | | | | | | | | | | | | | | | | |
| | * Municipal Court Administrator (E) | | | | | | | | | | | | | | | | | | |
| N41 | * Community Health Director (E) | $ 44.293 | $ 45.401 | $ 46.536 | $ 47.699 | $ 48.892 | $ 50.114 | $ 51.367 | $ 52.651 | $ 53.967 | $ 55.316 | $ 56.699 | $ 58.117 | $ 59.570 | $ 61.059 | $ 62.585 | $ 64.150 | $ 65.754 | $ 67.398 |
| | * Director of IT (E) | $ 92,130 | $ 94,433 | $ 96,794 | $ 99,214 | $ 101,694 | $ 104,237 | $ 106,843 | $ 109,514 | $ 112,252 | $ 115,058 | $ 117,934 | $ 120,883 | $ 123,905 | $ 127,002 | $ 130,178 | $ 133,432 | $ 136,768 | $ 140,187 |
| | * Director of Planning, Development and NI (E) | | | | | | | | | | | | | | | | | | |
| | * Finance Director (E) | | | | | | | | | | | | | | | | | | |
| | * Fire Chief (E) | | | | | | | | | | | | | | | | | | |
| | * HR Director/Risk Manager (E) | | | | | | | | | | | | | | | | | | |
| | * Parks & Recreation Director (E) | | | | | | | | | | | | | | | | | | |
| N42 | * Assistant City Manager (E) | $ 48.723 | $ 49.941 | $ 51.189 | $ 52.469 | $ 53.781 | $ 55.125 | $ 56.503 | $ 57.916 | $ 59.364 | $ 60.848 | $ 62.369 | $ 63.928 | $ 65.527 | $ 67.165 | $ 68.844 | $ 70.565 | $ 72.329 | $ 74.137 |
| | * Police Chief (E) | $ 101,343 | $ 103,877 | $ 106,474 | $ 109,136 | $ 111,864 | $ 114,661 | $ 117,527 | $ 120,465 | $ 123,477 | $ 126,564 | $ 129,728 | $ 132,971 | $ 136,295 | $ 139,703 | $ 143,195 | $ 146,775 | $ 150,445 | $ 154,206 |
| | * Public Works Director (E) | | | | | | | | | | | | | | | | | | |

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE JANUARY 1, 2026

| | REGULAR Part-Time and Seasonal Hourly | Hourly Rate |
|---|---|---|
| S2 | Cashier<br>Clerk<br>Intern<br>Interpreter/Translator<br>Laborer<br>Lifeguard<br>Museum Assistant<br>Outside Service Attendant<br>Peer Counselor<br>Pool Operator<br>Recreation Instructor<br>School Crossing Guard<br>Utility Assistant | $ 15.338 |
| S3 | Aquatic Supervisor<br>Athletic Coordinator<br>Concessions Coordinator<br>Day Camp Director<br>Golf Lead Cashier<br>School Crossing Guard Coordinator | $ 16.565 |

CITY OF JOPLIN
EXHIBIT "D"-SALARY ADMINISTRATION PLAN
FIRE BARGAINING UNIT
EFFECTIVE JANUARY 1, 2026

| Grade | Position | Step 1 (hrly/annual) | Step 2 (hrly/annual) | Step 3 (hrly/annual) | Step 4 (hrly/annual) | Step 5 (hrly/annual) | Step 6 (hrly/annual) | Step 7 (hrly/annual) | Step 8 (hrly/annual) | Step 9 (hrly/annual) | Step 10 (hrly/annual) | Step 11 (hrly/annual) | Step 12 (hrly/annual) | Step 13 (hrly/annual) | Step 14 (hrly/annual) | Step 15 (hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1A | Firefighter Trainee | $ 16.646 | $ 17.146 | | | | | | | | | | | | | |
| | | $ 34,625 | $ 35,663 | | | | | | | | | | | | | |
| F2 | Firefighter/EMT | | | | | | | $ 15.3580 | $ 15.8188 | $ 16.2933 | $ 16.7821 | $ 17.2856 | $ 17.8042 | $ 18.3383 | $ 18.8884 | $ 19.4551 |
| | | | | | | | | $ 44,723 | $ 46,064 | $ 47,446 | $ 48,870 | $ 50,336 | $ 51,846 | $ 53,401 | $ 55,003 | $ 56,653 |
| F4 | Fire Driver/Engineer | | | | $ 15.8330 | $ 16.3080 | $ 16.7972 | $ 17.3011 | $ 17.8201 | $ 18.3547 | $ 18.9054 | $ 19.4726 | $ 20.0567 | $ 20.6584 | $ 21.2782 | $ 21.9165 |
| | | | | | $ 46,106 | $ 47,489 | $ 48,913 | $ 50,381 | $ 51,892 | $ 53,449 | $ 55,052 | $ 56,704 | $ 58,405 | $ 60,157 | $ 61,962 | $ 63,821 |
| 10A | Deputy Fire Marshal | $ 24.509 | $ 25.245 | $ 26.002 | $ 26.782 | $ 27.586 | $ 28.413 | $ 29.266 | $ 30.143 | $ 31.048 | $ 31.979 | $ 32.939 | $ 33.927 | $ 34.945 | $ 35.993 | $ 37.073 |
| | | $ 50,980 | $ 52,509 | $ 54,084 | $ 55,707 | $ 57,378 | $ 59,099 | $ 60,872 | $ 62,698 | $ 64,579 | $ 66,517 | $ 68,512 | $ 70,568 | $ 72,685 | $ 74,865 | $ 77,111 |
| F10 | Fire Captain | $ 17.5067 | $ 18.0319 | $ 18.5729 | $ 19.1301 | $ 19.7040 | $ 20.2951 | $ 20.9040 | $ 21.5311 | $ 22.1770 | $ 22.8423 | $ 23.5276 | $ 24.2334 | $ 24.9604 | $ 25.7092 | $ 26.4805 |
| | | $ 50,980 | $ 52,509 | $ 54,084 | $ 55,707 | $ 57,378 | $ 59,099 | $ 60,872 | $ 62,698 | $ 64,579 | $ 66,517 | $ 68,512 | $ 70,568 | $ 72,685 | $ 74,865 | $ 77,111 |
| F20 | Battalion Chief | $ 29.536 | $ 30.422 | $ 30.720 | $ 32.275 | $ 33.243 | $ 34.241 | $ 35.268 | $ 36.326 | $ 37.416 | $ 38.538 | $ 39.694 | $ 40.488 | $ 41.703 | $ 42.954 | $ 44.243 |
| 20A | Fire Marshal | $ 61,436 | $ 63,279 | $ 65,177 | $ 67,132 | $ 69,146 | $ 71,221 | $ 73,357 | $ 75,558 | $ 77,825 | $ 80,160 | $ 82,564 | $ 84,216 | $ 86,742 | $ 89,344 | $ 92,025 |
| 20A | Fire Training Chief | $ 21.0974 | $ 21.7303 | $ 22.3822 | $ 23.0537 | $ 23.7453 | $ 24.4577 | $ 25.1914 | $ 25.9471 | $ 26.7256 | $ 27.5273 | $ 28.3531 | $ 28.9202 | $ 29.7878 | $ 30.6814 | $ 31.6019 |
| | | $ 61,436 | $ 63,279 | $ 65,177 | $ 67,132 | $ 69,146 | $ 71,221 | $ 73,357 | $ 75,558 | $ 77,825 | $ 80,160 | $ 82,564 | $ 84,216 | $ 86,742 | $ 89,344 | $ 92,025 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-619 – Approving the Memorandum of Understanding between the City of Joplin and the Joplin Family YMCA.

**MEETING DATE**
October 20, 2025

**ORIGINATING DEPT**
Parks and Recreation

**ATTACHMENTS**
CB 2025-619 Ordinance; Exhibit "A" Copy of Memorandum of Understanding; Exhibit "B" Trail Head Sign example with sponsorship

**REVIEWED BY**
Department Head: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves the Memorandum of Understanding between the City of Joplin and the Joplin Family YMCA for sponsorship rights on the premises of the Tin Cup Trail.

**BACKGROUND**
In January of 2024, Dan Johnson, Director of Public Works, presented to City Council the potential agreement between the Joplin Family YMCA and City of Joplin for dedicating easements for construction of the Tin Cup Trail which was valued at $130,000.00. In turn the City would enter into this agreement allowing the Joplin Family YMCA the sponsorship rights at the bridge trailhead and the other two trailheads on the Tin Cup Trail. All sponsorships naming rights or assignments would be approved in writing by the City prior to the placement on any signage on the premises.

The total project expense for the Tin Cup Trail including the bridge is $3,298,415.50. The Tin Cup Trail/Bridge is funded from two separate funds. We have a contract with Hartman in the amount of $1,632,717.50 for the trial which is funded by Parks/Stormwater Sales Tax and Elements has the contract for the bridge for $1,665,698 funded from ARPA/TST.

**FUNDING SOURCE**
Not Applicable

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

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF JOPLIN, hereinafter referred to as "City," and JOPLIN FAMILY YMCA, hereinafter referred to as "YMCA", and collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City owns certain real estate commonly known as Tin Cup Trail, hereinafter referred to as "the premises." The Joplin Family YMCA dedicated easements for construction of the Tin Cup Trail with a value One Hundred and Thirty Thousand Dollars ($130,000) to the City of Joplin. The City in turn desires to enter into an agreement with Joplin Family YMCA for sponsorship naming rights on the premises under the terms and conditions described herein; and,

WHEREAS, the parties agree that the Joplin Family YMCA be allowed to place sponsorship naming rights for the Tin Cup Trail bridge and the two Tin Cup Trail Heads on the premises under the terms and conditions described herein; and,

WHEREAS, because of the naming rights of the Joplin Family YMCA, and the shared use of the premises, the parties desire to set forth the material terms in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Trail: The Trail Name in perpetuity is Tin Cup Trail. This agreement is to assign a sponsorship naming opportunity in association with the Trail name.

2. Naming Rights. All sponsorship naming rights or assignment must be approved in writing by the City prior to the placement on any signage on the premises.

3. Location and Placement of Naming Rights. The City has determined that the naming rights for the trail will be placed on the premises next to bridge and the two trail heads located at 32nd Street and W. McIntosh Circle, and Glendale Road. In total there are three (3) locations.

4. Maintenance of Signage. The City will be responsible for its current maintenance responsibilities.

5. Ownership of Signage. The City will own all signage.

6. Duration and Renewal: The initial term of this agreement shall be ten (10) years. Sponsorship naming renewal may be considered and renegotiated upon the completion of the initial term and YMCA will be given first right of refusal on renewal terms.

7. Naming or recognition may not include, but is not limited to offensive language, images and/or content considered demeaning and derisive.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

**CITY OF JOPLIN**

By: _____
Its: authorized signatory

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

**JOPLIN FAMILY YMCA**

By:_____
Its: authorized signatory

ATTEST:

_____
Secretary

38.25″

30″


in Cup Trail
TRAIL SPONSORED BY:
the
RULES OF
THE TRAIL
BE SAFE, BE KIND, BE RESPECT
TRAILS ARE TWO-WAY AND MULTI-US
OPEN 6AM-10PM
PLEASE FOLLOW THESE RULES
• Respect private property. Stay on trails. Do not enter private property or cross through the yards of homes along the trail.
• Be aware of your surroundings and other trail users.
• Keep to the right, pass on the left.
• Bicyclists and skaters yield to pedestrians.
• Give audible signal when passing.
• Stop for cross traffic.
SAFETY IS OUR HIGHEST
• Enjoy the trail with a friend.
• Leave valuables at home.
• Take car keys with you.
PROHIBITED
• Drugs or alcohol

# Tin Cup Trail

W 32ND ST
S ST JOHNS BLVD
MCINTOSH CIR
W OAKRIDGE LN
S THORNHILL DR
W HILLTOP LN
W VALLEYVIEW LN
S MCCLELLAND BLVD
NORTHRIDGE RD
RIVER CREST VALLEY DR
DEER RIDGE RD
RIDGE TRAIL RD
OAKMONT DR
RUSTIC RIDGE DR
WOODCREST CT
CARRINGTON TERR
GLENDALE RD
RIVERSIDE DR
GRAND BLVD

## Legend

- Park_Signs
- Tire_FixIt_Station
- Bike_Rack
- Bench

**COUNCIL BILL NO. 2025-619** **ORDINANCE NO.**

AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Family YMCA, for sponsorship rights on the premises of the Tin Cup Trail; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Family YMCA, for sponsorships rights on the premises of the Tin Cup Trail, a copy of which is attached hereto and incorporated herein as an Exhibit, or copy in substantially similar form to that, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding (MOU) And Agreement and such other documents as may be necessary, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

ITEM

Council Bill 2025-620 – Approving a contract with Joplin Industrial Electric Company to complete Security Lighting Installation in City Parks.

MEETING DATE

October 20, 2025

ORIGINATING DEPT

Parks and Recreation

ATTACHMENTS

CB 2025-620 Ordinance; Exhibit "A" City of Joplin RFP; Exhibit "B" Joplin Industrial Electric Company Agreement Contract

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 Joplin Industrial Electric Company to complete the Security Lighting Installation Project in the amount of $1,698,100.

BACKGROUND

Security Lighting and Security Cameras are voter-approved projects through Phase III of the ¼-Cent Parks and Stormwater Sales Tax Projects. This security lighting will make our parks safer, which was a high priority based on comments from our citizens during the Parks Master Plan process and the City Manager's Listening Tour. The parks that will be included in this project are Leonard, Ewert, Landreth, Humphrey, Garvin, Cunningham, and Parr Hill. Mercy Park has already been completed.

Both of these projects were originally included in the fiscal year 2025 approved budget. However, because this Ordinance will not be effective until November, this item includes a fiscal year 2026 budget amendment for the parks and stormwater sales tax fund in the amount of $1,698,100.00. The Security Camera RFP is being advertised this week and will be brought to City Council in the near future.

The original Security Lighting estimate was $1,510,000, while the Security Camera estimate was $300,000. This item includes $1,568,100 for the Security Lighting Project, while there is $130,000 included for conduit for the Security Camera Project. Additionally, Security Lighting at Mercy Park has already been installed as a part of the overall Security Lighting Project in the amount of $122,271. Here is the total financial breakdown of these projects as of now:

| | |
|---|---|
| Security Lighting Original Budget | $1,510,000 |
| Less: Mercy Park Security Lighting | ($122,271) |
| Less: JIE Actual Security Lighting Contract | ($1,568,100) |
| Total Over Original Budget | $180,371 |

| | |
|---|---|
| Security Camera Original Budget | $300,000 |
| Less: JIE Actual Bid for Conduit | ($130,000) |
| Balance Remaining | $170,000 |

The overrun on the Security Lighting Original Budget will be funded by a combination of: a) some approved projects coming in under budget such as Mercy Electrical, b) rolled funding from Phase II of Parks & Stormwater Sales Tax, and c) higher than projected sales tax revenue over the ten-year life of the tax.

FUNDING SOURCE

This item includes a budget amendment for the fiscal year 2026 Parks and Stormwater Sales Tax Fund.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

# NOTICE OF REQUEST FOR PROPOSAL

## REQUEST FOR PROPOSAL NO. 2025-RFP-22

# Park Lighting Installation

**RFP Due Date: 10:00 A.M., Monday, September 08, 2025**

**Location:** City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

**Staff:** Greg Bertoncino, Assistant Director
**Email:** gbertonc@joplinmo.org

**Phone:** 417-625-4750

---

***Proposals will be received by the Parks Department 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 Proposals 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 Proposals.

**08/06/2025**
Issue Date

# NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until ***10:00 a.m., Monday, Sep 08, 2025,*** at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to PURCHASE the following:

## Park Lighting Installation

Specifications and bid forms are available from **Greg Bertoncino or Paul Bloomberg, by calling 417-625-4750 EXT 1506** or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

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.

Finance Director
Leslie Haase, CPA, CMA

***Publication Date: August 06, 2025***

## INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

## PARK LIGHTING INSTALLATION

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:
1. Verification of Bid Specifications (with variances noted)

***MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"***

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)-625-4750 EXT 1506 or Paul Bloomberg, Director 417-625-4750. CITY OF JOPLIN, MISSOURI

## Scope of Work

The City of Joplin, Missouri is issuing this Request for Proposals (RFP) to provide and install the following lighting in various City parks. Installation of light poles and LED fixtures and all necessary materials and labor to seven (7) City of Joplin Parks (see attached maps). Locations will include the walking trails, parking lots/restrooms, sport lighting for sand volleyball, basketball courts and the horseshoe/cornhole areas in our parks. Also, included is conduit that will be needed for selected light poles for future security cameras. (Attached map shows location for cameras). Final placement and locations of each park's lighting will be coordinated with Parks staff. The walking trail lights will be on a dusk to dawn mechanism and the sporting lights will be on a timer mechanism. Limited solar lighting may be considered in inaccessible or remote locations without sufficient infrastructure but should be minimal and only in special circumstances approved by staff.

**PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT PER SPECS)**

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s):_____

## Park Lighting Installation

**(1) <u>Cunningham Park:</u>**

- 26 - 24" Pole bases. 12" above finished grade with 36" in ground, reinforcing steel, and ground rods.
- 26 – 12' LED Pole Lights Walking Trail. (**Similar to Mercy Park)**
  - WEEF 661-5225 / NEW 108-1157
  - VFL530 [S70] 24 LED / 24W / 4000K
  - WEEF 661-9321 / NEW 106-0454
  - RI1-RFL530 adj pole top brkt
  - WEEF 693-1223 / SAME PART ID
  - AML-Z-12-40-125. Straight round aluminum pole. 12'-0", 4" diam., 0.125" wall, straight tenon.
- 4 – 40' Musco LED Pole Lights for a Sand Volleyball Court.
- 4 Musco LED Lights to retrofit the Basketball Court.
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 30' LED Pole Lights for the Northeast Playground/Parking lot.
  - Pole: KW SSP30-4.0-7-BRZ-DM2XX-BC
  - Fixtures: 2 – LUMOUT PRVS-C40-UNV-T3

- 6 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 6 – 30' LED Pole Lights for the Northwest Parking lot.
    - 2 LED Lights for the Cornhole/Horseshoe Area.
        - Poles:
            - 5 – KW SSP30-4.0-7-BRZ-DM2XX-BC (Two Poles w/single head)
            - 1 – KW SSP30-4.0-7-BRZ-DM10-BC-2 FA1000-XHH (Cornhole/Horseshoe Area)
        - Fixtures:
            - 9 – LUMOUT PRVS-C40-UNV-T3
            - 2 - LUMOUT NFFLD-C40-S (Cornhole/Horseshoe Area)
- 4 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 4 – 30' LED Pole Lights for the South Parking Lot
    - Pole: KW SSP30-4.0-7-BRZ-DM2XX-BC
    - Fixtures: LUMOUT PRVS-C40-UNV-T3
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole Lights for the Kidney Bean Shaped Area.
    - Pole: KW SSP20-4.0-11-BRZ-DM10-BC
    - Fixtures: LUMOUT PRVS-C40-UNV-T3
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

**(2a) Landreth Park South Side:**

- 36 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 36 - 20' Walking Trail Light Poles
    - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
    - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

**(2b) Landreth Park North Side:**

- 77 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 77 - 20' Walking Trail Light Poles
    - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
    - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

**(3) Garvin Park:**

- 3 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 3 – 25' LED Pole Lights with 2 LED Floods on Playgrounds
    - Pole: VALM DS330-400W250-P2-FP-BRONZE-FPC
    - Fixtures:

- 1 – RSXF1-LED-P5-40K-SP
- 4 – RSXF1-LED-P5-40K-NSP
- 1 – RSXF1-LED-P5-40K-NFL

- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

**(4) <u>Leonard Park:</u>**

- 30 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 30 – 20' Walking Trail Light Poles
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole Lights with 2 Floods on the Playground
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole lights on the Parking Lot
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 4 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 4 – 30' LED Pole Lights on the Tennis Courts
  - Pole: VALM DS340-LS-500V300-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

**(5) <u>Humphrey Park.</u>**

- 15 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 15 – 20' LED Pole Lights on the Walking Trail.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 25' LED Pole Lights on the Playground.
  - Pole: VALM DS340-LS-500V250-D1-FP-BRONZE-FBC-AB
  - Fixture: RSXF1-LED-P5-40K-WFL
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 25' LED Pole lights on the Parking Lot.
  - Pole: VALM DS340-LS-500V250-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 1 - 24" Pole bases. 24" above finished grade with 54" in ground, reinforcing steel, and ground rods.

- 1 – 16’ LED Pole Light on the Grill/Building.
  - Pole: VALM DS340-LS-400V160-D1-FP-BRONZE-FBC-AB
  - Fixture: RSXF1-LED-P5-40K-WFL
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

**(6) <u>Parr Hill Park:</u>**

- 7 - 24” Pole bases. 24” above finished grade with 54” in ground, reinforcing steel, and ground rods.
- 7 – 16’ LED Pole Lights on the playground
  - Pole: VALM DS330-400Q160-D1-FP-BRONZE-FPC
  - Fixtures:
    - 6 – RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
    - 1 – RAXR-100-5-VS-CP-BR-A (100W, T5, 4000K)
- 2 - 24” Pole bases. 24” above finished grade with 72” in ground, reinforcing steel, and ground rods.
- 2 – 25’ Led Pole Lights on the Basketball Court.
  - Pole: VALM DS330-400Q250-D1-FP-BRONZE-FPC
  - Fixtures: RAXR-400-4-VS-CP-BR-A (325W, T4, 4000K)
- 2 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 2 – 20’ Led Lights on Pole on the Shelter. Power for Camera.
  - Pole: VALM DS330-400Q200-P2-FP-BRONZE-FPC
  - Fixtures:
    - 1 – RSXF1-LED-P5-40K-SP
    - 1 – RSXF1-LED-P5-40K-NSP
- 2 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 2 – 20’ Led Lights on Pole on the Shelter.
  - Pole: VALM DS330-400Q200-P2-FP-BRONZE-FPC
  - Fixtures:
    - 1 – RSXF1-LED-P5-40K-NFL
    - 1 – RSXF1-LED-P5-40K-WFL
- 1 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 1 – 20’ Pole for camera only on Northeast of park.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

**(7) <u>Ewert Park:</u>**

- 35 – 20’ LED Pole Lights on the Walking Trail.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 120V Power to Security Camera Locations.
- **No bases or conduit needed for this park due to new construction.**

**Attached Map's shows Description Markings**
**C=Camera locations**
**=Poles and Light locations.**

## SPECIFICATIONS

***SPECIFICATION DETAIL***

1. Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park sites, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all necessary city and any applicable state permits, sales taxes, and insurance.

5. Contractor must be licensed, bonded, and insured with the City of Joplin.

6. Contractor must provide a 100% Payment and Performance Bond for the project.
7. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

8. Contractor must have 10 years verifiable experience and must submit references.

9. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

10. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

11. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

**NOTE:**
**PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT PER SPECS ABOVE**

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s):_____

# Bid Form: 2025-RFP-22; Park Lighting Installation

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Telephone: _____

E-mail: _____

Total Cost $_____

****** ADD ALTERNATE "MOTION SENSOR LIGHTS IN PARKS WITH TRAILS"***

******TOTAL COST WITH ADD ALTERNATE: _____***

***MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"***

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

## AFFIDAVIT OF COMPLIANCE
## (Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____.
I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

**Attached Map's shows Description Markings**
**C=Camera locations**
**=Poles and Light locations.**

## SPECIFICATIONS

***SPECIFICATION DETAIL***

1. Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park sites, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all necessary city and any applicable state permits, sales taxes, and insurance.

5. Contractor must be licensed, bonded, and insured with the City of Joplin.

6. Contractor must provide a 100% Payment and Performance Bond for the project.
7. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

8. Contractor must have 10 years verifiable experience and must submit references.

9. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

10. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

11. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

**NOTE:**
**PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT PER SPECS ABOVE**

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s): KW Industries, Lumark, WEEF

## Bid Form: 2025-RFP-22; Park Lighting Installation

Company Name: Joplin Industrial Electrical

Address: 2202 S Prigmore Ave Joplin Mo

Signature: [signature]

Printed Name: Austin Zengel

Telephone: 417-623-3425

E-mail: austin@joplinelectric.com

Total Cost $1,645,000.00

****** ADD ALTERNATE "MOTION SENSOR LIGHTS IN PARKS WITH TRAILS"***

******TOTAL COST WITH ADD ALTERNATE: $ 1,698,100.00***

***MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"***

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is _____ (name) Austin Zengel and I am the _____ (Title) Project Manager of _____ (Company Name) Joplin Industrial Electric
I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

Affiant

Exhibit B

## NOTICE OF REQUEST FOR PROPOSAL ADDENDUM #1

REQUEST FOR Proposal NO

## REQUEST FOR PROPOSAL NO. 2025-RFP-22

# Park Lighting Installation

**DESCRIPTION**

The City of Joplin invites qualified firms to submit sealed proposals for park lighting installation for the City of Joplin, Missouri.

**RFP Due Date:** **10:00 A.M., Monday, September 08, 2025**

**Location:** Parks Department, 3301 West 1st Street, Joplin, MO 64801

**Owner Representative: Greg Bertoncino** **Email: gbertonc**@joplinmo.org

**Phone:** 417-625-4750 Ext 1506

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Addendum #1-Adding Pull Boxes every 150' FT.

- *The City of Joplin is modifying the Park lighting Installation RFP NO. 2025-RFP-22 by Adding Pull Boxes every 150'ft*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Proposal for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

Joplin Industrial Electric
Company Name


Signature

Austin Zengel
Printed Name, Title

Project Manager

**CONTRACT NO.**_____

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

**NAME, ADDRESS & PHONE OF CONSULTANT**
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

# AGREEMENT

**THIS AGREEMENT,** made and entered into this 4th day of November 2025, 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 #**2025-RFP-22** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Consultant submitted a proposal dated September 8, 2025, 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. 2025-620** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of One Million Six-Hundred Ninety-Eight Thousand One Hundred Dollars ($1,698,100) for Park Security Lighting Installation, authorizing the City Manager to execute said Contract 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 2025-145 on October 20, 2025.

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

Section 1. That the Contract by and between the City of Joplin and Joplin Industrial Electric Company to complete the Park Security Lighting Installation a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-145 be amended by increasing appropriations by the total amount of One Million Six-Hundred Ninety-Eight Thousand One Hundred Dollars and No Cents ($1,698,100.00).

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

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2025-142 – Amendment #1 to Work Authorization OLS-OC24-001 with Olsson for Professional Engineering Consulting Services for the 7th Street Sanitary Sewer Relocation Project.

**MEETING DATE**
October 6, 2025

**ORIGINATING DEPT**
Public Works – Engineering

**ATTACHMENTS**
CB2025-142 Ordinance, Amendment #1 to Work Authorization OLS-OC24-001

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

**SUMMARY**
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-OC24-001 with Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for professional engineering consulting services for the 7th Street Sanitary Sewer Relocation Project.

**BACKGROUND**
The Missouri Department of Transportation (MoDOT) is proceeding with improvements to Route 66 (7th Street) through Joplin, between Schifferdecker Ave. and Rangeline Rd. On March 6, 2024, the city council approved work authorization OLS-OC24-001 with Olsson to design the relocation of sanitary sewer outside the Route 66 pavement in advance of MoDOT's improvement project. This amendment covers: (1) Real Estate Acquisition to negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocation as part of MoDOT's improvements project and (2) Railroad Submittal for Olsson to coordinate the submittal of final plans to Genesee & Wyoming (Railroad) including the completion of all forms and payment of all fees required by the railroad. The fees submitted by Olsson have been reviewed by the City staff and are found to be within the industry standards.

**FUNDING SOURCE**
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

# EXHIBIT A
# AMENDMENT #1

Date: September 18, 2025

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: 7th Street, Joplin, Missouri

Project Description: Sanitary Sewer Relocation Plans

**SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

**Real Estate Acquisition**

Olsson shall negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocated as part of the MoDOT Route 66 improvement project in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Tasks:

1) Negotiations.

    a) Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.
    b) Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations (49 CFR Part 24).
    c) City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
    d) Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans revisions or changes without express permission by City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to City of Joplin for review and consideration.

e) When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.
f) Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
g) When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.

2) Appraisal Services.

a) All properties under the current version of the plans fall under the waiver valuation category as any properties valued at under $25,000 may have a waiver valuation completed under current MoDOT regulations.
b) All waiver valuation reports shall be provided to and signed by the City of Joplin.

3) Olsson's Fees

a) Olsson's fee for negotiations is $4,000 per parcel for 9 parcels for a total of $36,000.
b) Waiver Valuations will be completed by Olsson for $500 per parcel for 9 parcels for a total of $4,500.
c) Olsson assumes the cost of title reports to be $350 per parcel for 9 parcels for a total of $3,150.
d) Olsson estimates the total cost to acquire 9 parcels to be $43,650, this includes negotiation, waiver valuations, and title reports.

4) Schedule

a) Prepare waiver valuations to be completed within three weeks after notice to proceed.
b) Make initial calls to owners and/or mail certified letters: Completed three weeks after notice to proceed.
c) Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.
d) Based on our experience with projects of this scale, we expect that land acquisition will take approximately 6 months. Olsson will work to meet and if possible, improve on this timeline.

5) Assumptions and Exclusions

a) This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
b) This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
c) This proposal does not include the cost of any appraisal or appraisal review services. If those services become necessary an amendment will need completed.

6) Additional Work

a) It is anticipated that up to 2 more parcels may need negotiations for the relocation of the sewer lines. At the City's discretion Olsson may perform negotiations, waiver valuations and order title reports on 2 additional parcels for a total per parcel of $4,850. If services are required on these two parcels the City shall provide notice to proceed to Olsson and Olsson shall add a total of $9,700 time and materials not to exceed to the contract.

**Railroad Submittal**

1) Plan Submittal

Olsson will coordinate the submittal of final plans to Genesee & Wyoming (Railroad), including the completion of all forms and payment of all fees required by the Railroad. Olsson will receive review comments from the Railroad and update plans, as needed, to meet Railroad requirements.

2) Olsson Fee's

Olsson's fee's for the railroad submittal are the following. The following fee's are based on current pricing listed on the Railroad forms. Any deviations to these prices at the time of submittal is subject to additional fee's beyond the scope of this agreement.

- Completed Pipeline Application - $1,000
- Railroad Engineer Review Fee - $2,250
- Contractor's Access/Occupancy Application and Fee – $1,750
- Preparation of all documents, form's, and processing and coordinating of applications with Railroad - $12,500

**COMPENSATION**

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $61,150. Should the cost of easement acquisition or railroad permitting services exceed this amount, additional amendments may be required to the Agreement.

| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: OLSSON, INC.<br>Address: 1717 S. Boulder, Suite 600<br>TULSA, OK 74119 | |
| Attention: | | Attention: Shaun McConnaughey, PE | |
| Department: | | Phone: 918-900-6917 | Department: WTR/WW |
| Phone: 417.624.0820 ext: | Fax: 417.624.4620 | 7th Street Sanitary Sewer Relocation | |

**AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-OC24-001**

**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC24-001** exceed the sum of Sixty One Thousand One Hundred Fifty Dollars ($61,150).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability…… $1,000,000.00

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

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

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

7. **All other terms and conditions of the original Agreement shall remain in effect.**

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

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer:** Olsson, Inc

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Group Leader

Date: 9/17/2025

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

Date: _____

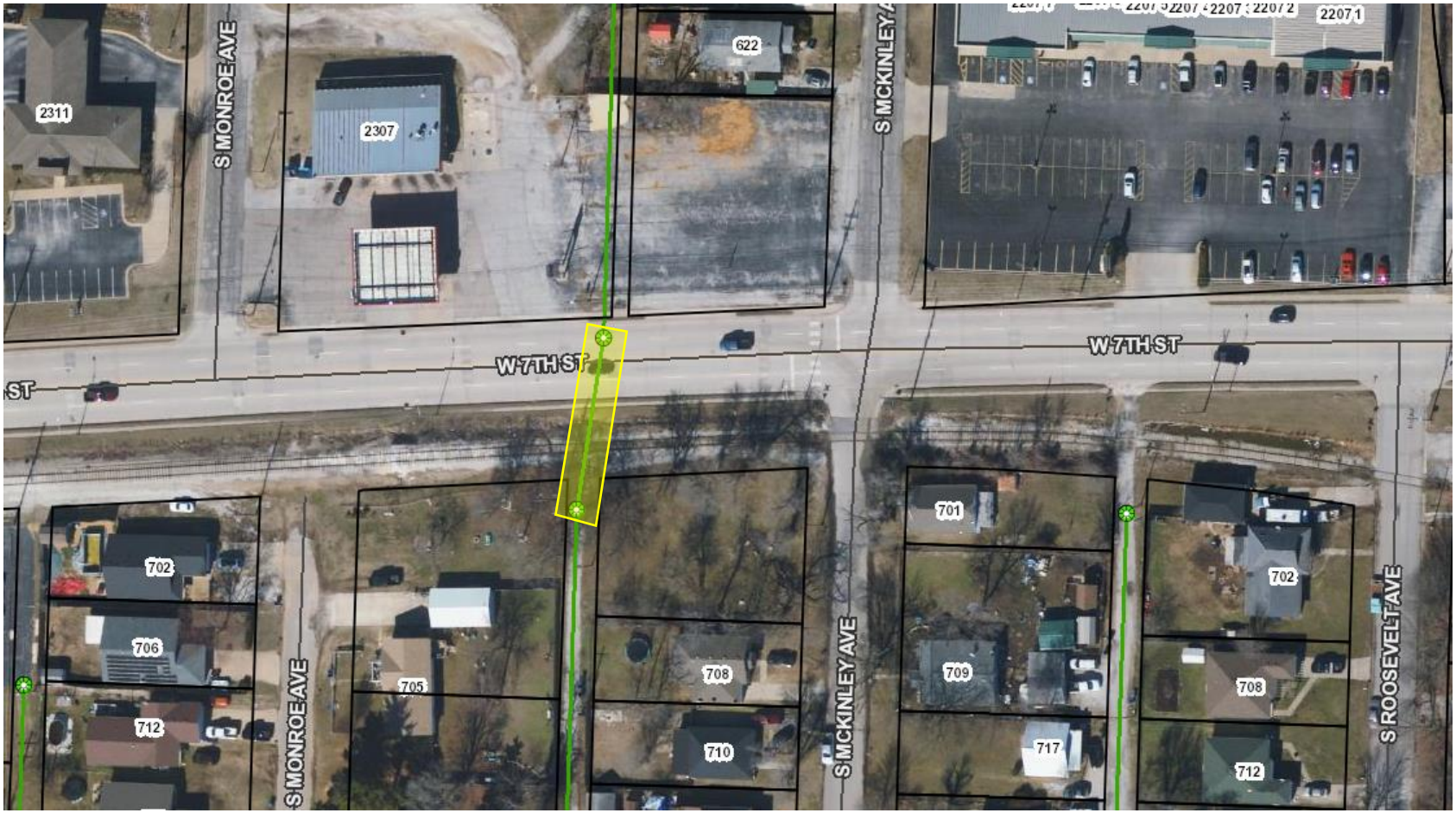
**Engineer:** Olsson, Inc

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: 09/17/2025


2311
S MONROE AVE
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622
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**CB2025-142**

**COUNCIL BILL NO. 2025-142** **ORDINANCE NO.**

AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said amendment by and between the City of Joplin and Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project on behalf of the City of Joplin; a true and accurate copy of said amendment 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of October 21, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance