JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 1, 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. Health Operational Assessment Final Draft Report

      Documents:

      CITY OF JOPLIN_HEALTH DEPARTMENT_ CITY COUNCIL PRESENTATION_DECEMBER01- 2025-FINAL.PDF
      CITY OF JOPLIN - STRATEGIC PLAN INFOGRAPHIC.PDF
      CITY OF JOPLIN MO_ EXTERNAL STRATEGIC PLAN_11202025 FINAL DRAFT.PDF

   2. Regional Homelessness Commission Update
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Amanda Bearden Requested To Speak On Homelessness.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2025-287

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and include in District R-1 (Single-Family Residential) property as described below and generally known as the Northeast Corner of W 20th Street and South Empire Avenue, Joplin, Jasper County, Missouri.

Documents:

287SUMMARY.PDF
287REPORT.PDF
287MINUTES.PDF
287APP.PDF
287MAP.PDF
CB2025-287.PDF

3. COUNCIL BILL NO. 2025-285

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

Documents:

285SUMMARY.PDF
285REPORT.PDF
285MINUTES.PDF
285APP2.PDF
285MAP4.PDF
CB2025-285.PDF

4. COUNCIL BILL NO. 2025-288

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

Documents:

288SUMMARY.PDF
288REPORT.PDF
288MINUTES.PDF
288APP.PDF
288MAP.PDF
CB2025-288.PDF

5. COUNCIL BILL NO. 2025-289

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1

(Single-Family Residential) and include in District C-3 (Commercial) property as described below and generally known as 3508 N Range Line Rd, Joplin, Jasper County, Missouri.

Documents:

289SUMMARY.PDF
289REPORT.PDF
289MINUTES.PDF
289APP.PDF
289MAP.PDF
CB2025-289.PDF

6. RESOLUTION NO. 2025-015

A RESOLUTION granting a Special Use Permit (1st Request) for a Family Day Care Home, located at 230 N McKinley Ave, City of Joplin, Jasper County, Missouri.

Documents:

RS2025-015SUMMARY.PDF
RS2025-015REPORT.PDF
RS2025-015MINUTES.PDF
RS2025-015APP.PDF
RS2025-015MAP.PDF
RS2025-015.PDF

7. COUNCIL BILL NO 2025-291

AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause.

Documents:

CB2025-291 SUMMARY EEZ AM PROPERTIES.PDF
CB 2025-291 - ORDINANCE EEZ AM PROPERTIES.PDF
CB 2025-291 EXHIBIT A (LEGAL).PDF
CB 2025-291 EXHIBIT B (GUIDELINES).PDF
AM PROPERTIES NOTICE OF INTENT (NOI).PDF
AMA PROPERTIES MAP.PDF

8. **Consent Agenda**

1. Minutes Of The November 17, 2025, Meeting

Documents:

NOV. 17 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-014

AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82

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

Documents:

CB2025-014.PDF

3. COUNCIL BILL NO. 2025-015

AN ORDINANCE approving the 2025 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; and authorizing the City Manager to execute the same by and on behalf of the City.

Documents:

CB2025-015.PDF

4. COUNCIL BILL NO. 2025-151

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-151.PDF

5. COUNCIL BILL NO. 2025-546

AN ORDINANCE repealing Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-546.PDF

6. COUNCIL BILL NO. 2025-547

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of

Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-547.PDF

7. COUNCIL BILL NO. 2025-548

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-548.PDF

8. COUNCIL BILL NO. 2025-549

AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-549.PDF

9. COUNCIL BILL NO. 2025-550

AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-550.PDF

10. COUNCIL BILL NO. 2025-551

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2025-2026; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-551.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO 2025-291

AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause.

Documents:

CB2025-291 SUMMARY EEZ AM PROPERTIES.PDF
CB 2025-291 - ORDINANCE EEZ AM PROPERTIES.PDF
CB 2025-291 EXHIBIT A (LEGAL).PDF
CB 2025-291 EXHIBIT B (GUIDELINES).PDF
AM PROPERTIES NOTICE OF INTENT (NOI).PDF
AMA PROPERTIES MAP.PDF

2. COUNCIL BILL NO. 2025-552

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, containing an emergency clause.

Documents:

CB 2025-552 SUMMARY BUDGET AMENDMENT FY2026.PDF
CB 2025-552 BUDGET AMENDMENT ORDINANCE FY2026.PDF
CB 2025-552 SCHEDULE A 2026 BUDGET AMENDMENT.PDF

3. COUNCIL BILL NO. 2025-553

AN ORDINANCE approving a Contract by and between the City of Joplin and Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2025-553 SUMMARY HEALTH INSURANCE STOP LOSS CONTRACT.PDF
CB 2025-553 ORDINANCE HEALTH INSURANCE STOP LOSS CONTRACT AGREEMENT.PDF
CB 2025-553 EXHIBIT A TMHCC STOP LOSS RENEWAL.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-017

AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall.

Documents:

CB2025-017 SUMMARY SHEET FRIENDS MEMORIAL HALL MOU.PDF
CB2025-017 EXH 1 MEMORIAL HALL FINAL PROPOSAL DEC_2025.PDF
CB2025-017 MOU CITY MEMORIAL HALL 2025 FINAL.PDF
CB2025-017 FRIENDS MEMORIAL HALL MOU.PDF

2. COUNCIL BILL NO. 2025-152

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

Documents:

CB2025-152 2025 EAST TOWN SIDEWALKS SUMMARY.PDF
CB2025-152 2025 EAST TOWN SIDEWALKS ORDINANCE.PDF
CB2025-152 2025 EAST TOWN SIDEWALKS AGREEMENT.PDF
CB2025-152 2025 EAST TOWN SIDEWALKS PROJECT LOCATION MAP.PDF
CB2025-152 2025 EAST TOWN SIDEWALKS BID SUMMARY.PDF

3. COUNCIL BILL NO. 2025-154

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

Documents:

CB2025-154 2025 MACK GR64F SUMMARY (1).PDF
CB 2025-154 2025 MACK GR64F ORDINANCE.PDF

CB2025-154 2025 MACK GR64F QUOTATIONSCAN0005.PDF
CB2025-154 2025 MACK GR64F PROPOSAL FOR JOPLIN-20251118.PDF

4. COUNCIL BILL NO. 2025-155

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

Documents:

CB 2025- 155 ORDINANCE.PDF
CB 2025-155 SUMMARY.PDF
CITY OF JOPLIN OPTIMUM ROW AGREEMENT 11.4.25.PDF

5. COUNCIL BILL NO. 2025-623

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

Documents:

COUNCIL BILL 2025-623 POLICE VEHICLE PURCHASES.PDF
SUMMARY ITEM 2025-623 POLICE VEHICLE PURCHASE.PDF
MC250182005 AMENDMENT 01.PDF
JOPLIN P.D. 5 TAHOE 4WD PPV 11-14-25.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

Notice posted at 12 p.m. on this the 26 day of November, 2025. (RSMo 610.020)

City Council Presentation

City of Joplin, Missouri: Health Department

December 01, 2025

Scope of Work

- In March 2025, the City of Joplin, Missouri, released an RFP for a Health Department Performance Management and Operational Assessment.
- Kulik Strategic Advisers, Inc (dba KSA) was selected as the consultant to complete this work.
- The project has a seven-month project tenure (May – November 2025) for an operational assessment, development of a performance management system, and creation of a strategic plan.
- Specific components included:

Operational assessment of Health Department with review of six divisions:

1) Animal Control
2) Community Health & Public Administration
3) Environmental Health
4) Medical Services
5) Public Health Emergency Preparedness
6) Women, Infants, and Children services

Benchmark of financials, organizational structure, funding, and volumes to six peer local health departments:

1) Clay County
2) Columbia-Boone Counties
3) Jefferson County
4) City of Independence
5) Springfield-Greene Counties
6) Taney County

Strategic plan based on community input about awareness of the City of Joplin Health Department and its services, gaps to access and/or use, and barriers (reasons why) to form inputs for Strategic Plan, Implementation Plan, and Performance Management system:

1) 270 resident survey responses
2) 20 provider/stakeholder survey responses
3) 20 key informant interviews

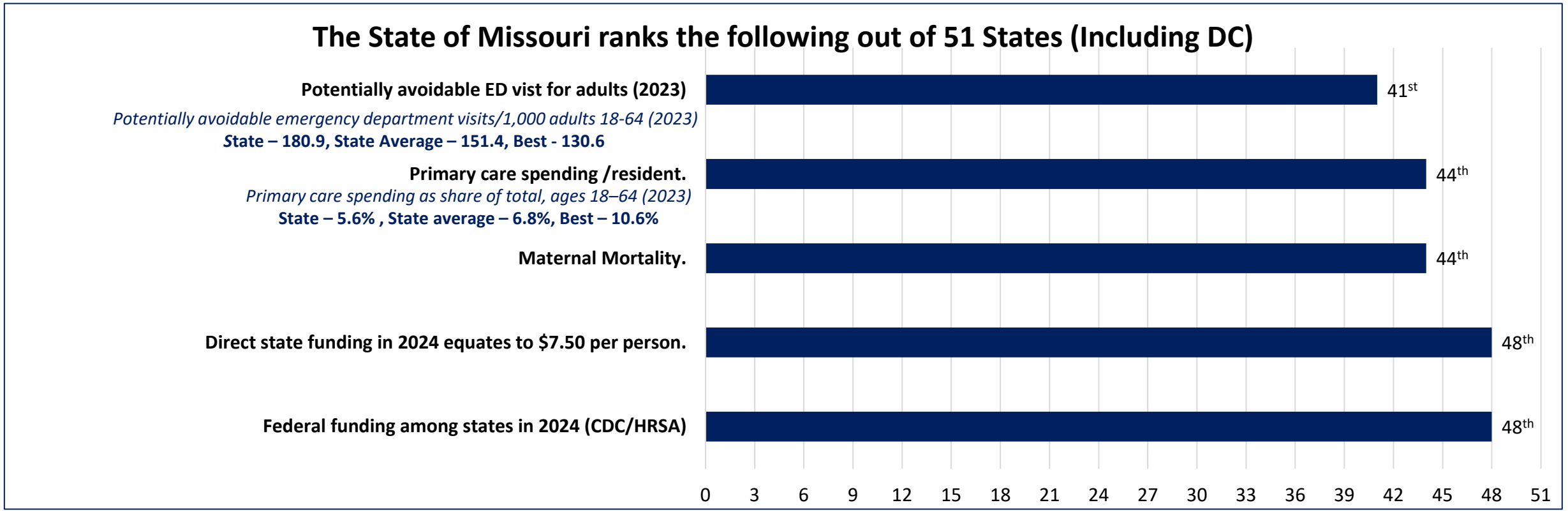
310 total inputs

Why is this important?

- ✓ **Resource Allocation**: Currently, the U.S. spends significantly more on medical care ($11,000 per person) compared to public health ($250 per person), highlighting the need for better resource allocation. **In other words, we spend more money treating preventable chronic conditions versus preventing them.**

Facts about Health in Missouri:

- ✓ **Missouri declined from 24th in health status to 39th from 1990 to 2024.**



Data Sources: Commonwealth Fund *2025 Scorecard on State Health System Performance* & State Fact Sheets **(American Public Health Association, State Fact Sheets, 2024**

Recommendations

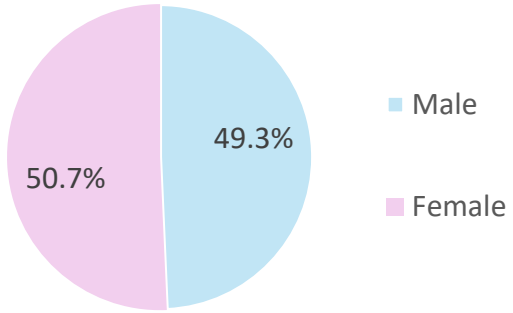
GENERAL/ INFRASTRUCTURE	DIVISION SPECIFIC
Finance/Funding • Explore potential sources of funding (grants, fees, collaboration with educational institutions, healthcare providers, businesses). • Continue ongoing efforts to assess and adjust fees with regular fee review while complying with Hancock Amendment. • Explore long-term sustainability of projects funded by grants with determination of how to hire or contract with a grant writer. • Consider electronic resource inventory and eligibility platform in concert with health systems (UniteUS, FindHelp) to enhance eligibility. **Human Resources** • Streamline and clarify hiring process. • Ensure annual review of adherence to specific departmental policies • Regularly review the employee handbook to ensure clear communication and defined processes within the organization. **Information Technology** • Conduct training and user competency of software management. • Explore potential collaborative cost-sharing for electronic health records with health system and other continuum of care providers (FQHC, Pharmacies). **Recommendations from Stakeholders:** • Better outreach with residents and focused outreach with providers to raises awareness and explain Joplin Health Department services. • Collaboration (Health Departments, Education institutions, Business, Pharmacies) • Increase community ownership of public health including by providers and businesses, educational institutions. • Enhance community education on risks of smoking, vaping, marijuana use. • Explore true gaps (service not available) and prioritize with health systems to address these issues through the One Joplin Community Health Assessment currently underway (compared to the historical 10-county Ozark Health Commission study).	**Animal Control:** • Conduct study on regional shelter • Implement catch, spay, release program • Implement chip as benefit with annual pet license **Environmental Health:** • Assess fee structure by type (food inspections, lodging, child care, tattoo parlor, recreational water) • Become accredited by FDA (Food & Drug Administration) **Medical:** • Determine impact of ACA subsidy elimination on vaccine and immunization use **WIC (Women, Infants, & Children):** • Push on-line applications to deal with high volumes • Increase # of eligible WIC clients to be enrolled (Joplin was 46.8% of eligible clients are actually enrolled compared to Missouri at 40.2% and United States at 45.4%). **Accreditation:** • Our recommendation is to not pursue Public Health Accreditation Board or PHAB at this time. Trends have shifted among States and Local Public Health Departments, and the PHAB criteria moved to an Equity-Centered model versus the prior Population Health Management focus. In addition, State support or Financial return for PHAB-accreditation has diminished, making this an expensive venture to become accredited, and also to maintain accreditation. • Accreditation that is division-specific is recommended, however, in particular for Environmental Health through the Food & Drug Administration for food inspections.

Demographics of City of Joplin and Counties

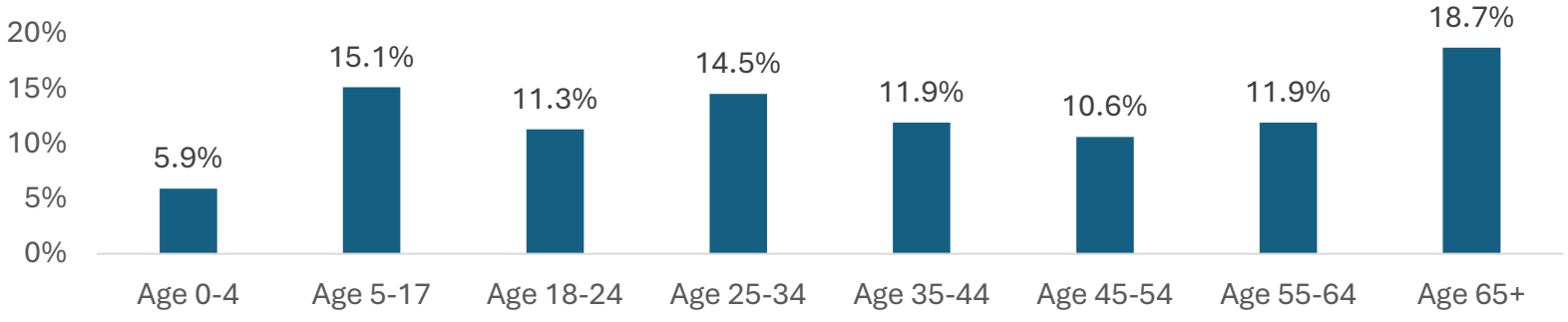
Population

Joplin, MO	Jasper County, MO	Newton County, MO	State of Missouri
52,218	126,479	59,490	6,168,181

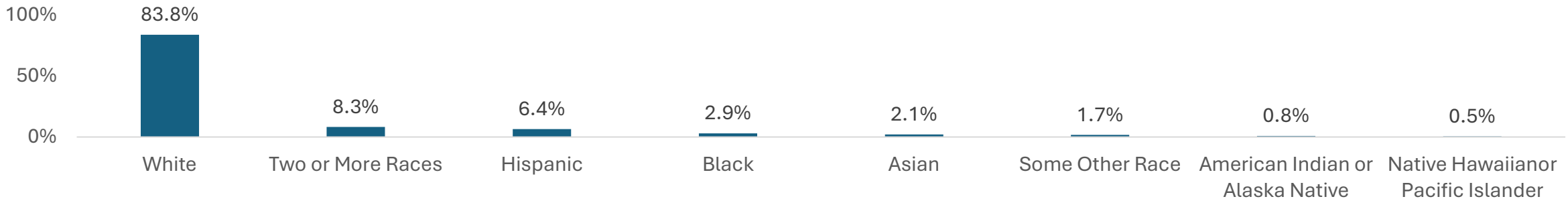
Total Population by Gender



Total Population by Age



Total Population by Race/Ethnicity



Data Source: US Census Bureau, American Community Survey. 2019-2023



Overview of Health Department

Assessment of Public Health Department by Division

SERVICES	DATA	POLICIES
• Public Health Administration • WIC (Women, Infant & Children) • Medical • Animal Control • Environmental Health • Public Health Emergency Preparedness	✓ Annual Volumes ✓ Annual Revenue & Expenses ✓ Staffing	• City of Joplin Policies • City of Joplin Ordinances • State and Federal Law • Contractual Obligations

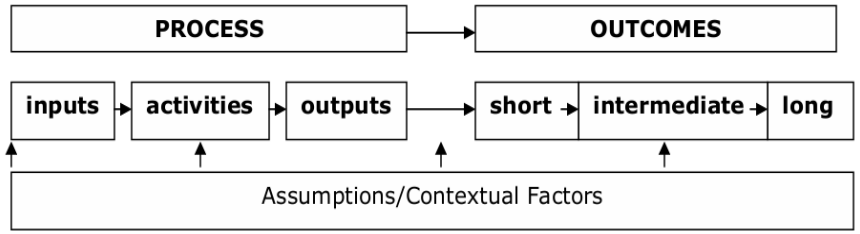
(listed by volume rank, highest to lowest)

ORGANIZATION → **PROCESS FLOWS** → **BENCHMARK DATA** → **LOGIC MODEL**

1. Organization Chart
2. FTE's
   a. Actual - 2024
   b. Budget – 2025
   c. Benchmark – NACCHO

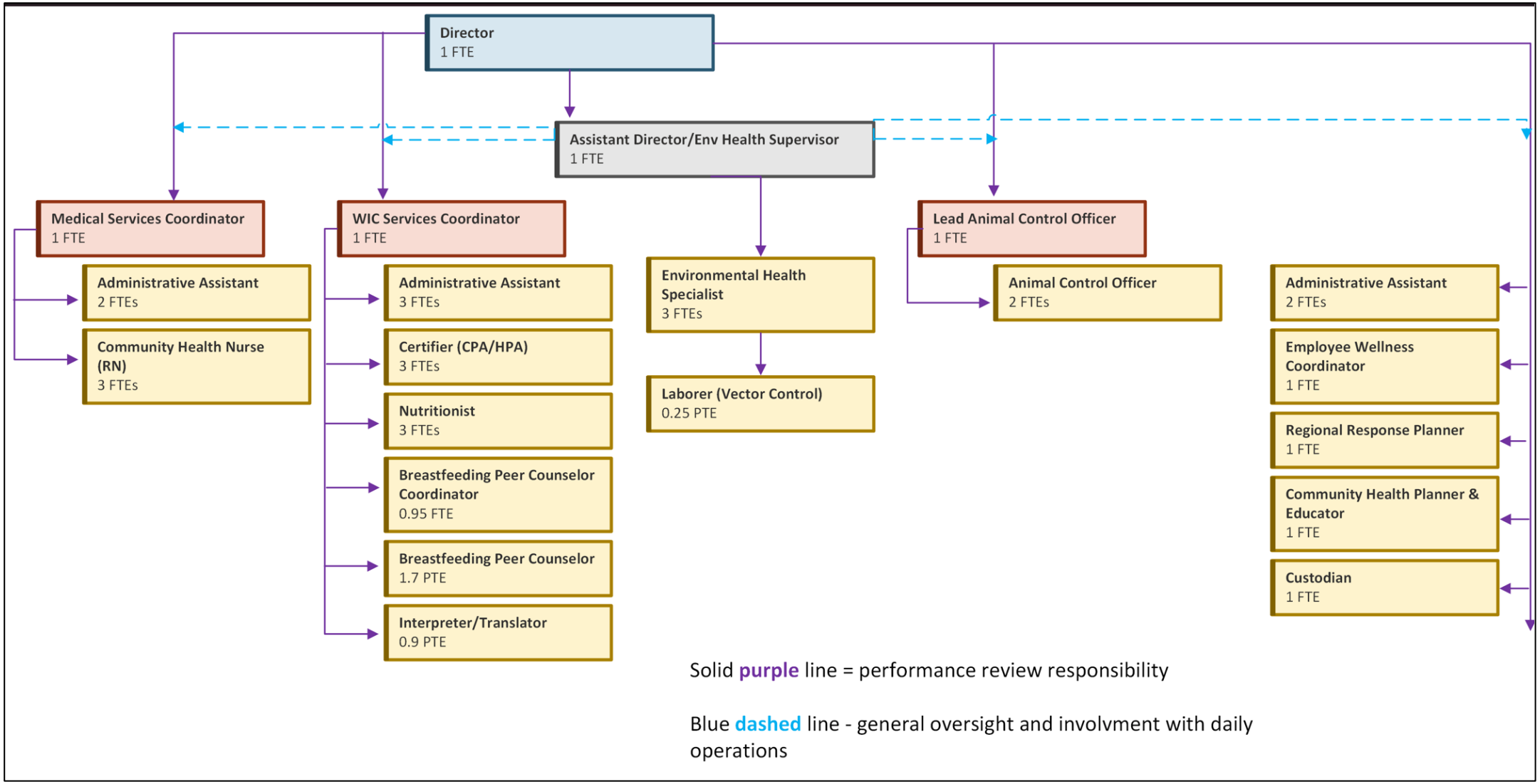
1. Involvement
2. Role
3. Process
4. Accreditation/ Certification
5. Issues under Study

Benchmarks for 2024 financial and utilization data:
1. Clay
2. Columbia-Boone
3. Jefferson
4. Springfield-Greene
5. Taney
6. City of Independence



Joplin Health Department Organizational Chart

COJ in 2025: 5.47 per 10,000 = **33.8 FTE current**
NACCHO Benchmark: population 50,000-99,999 = 5.7 per 10,000 = **35 FTE benchmark**



The Lead Case Investigator was removed from the 2024-2025 Department Staffing Plan. The Staffing Plan shows 34.8 FTE minus the lead investigator 1 FTE = 33.8 FTE.

The Lead investigator was a grant funded position that will not be filled.

Joplin Health Department Divisions & Programs

CITY OF JOPLIN HEALTH DEPARTMENT DIVISIONS & PROGRAMS					
3501 – Health Administration	**3502 - WIC (Women, Infant & Children)**	**3503 – Environmental Health**	**3504 – Medical**	**3505 – Animal Control**	**3507 – Emergency Preparedness (100% grant-funded)**
• Maintenance • Vital Records • Employee Wellness • Health Planning/ Education	• Supplemental Food • Nutritional consults • Breastfeeding support • Nutrition Education • Interpretation/ Translation	• Compliance Inspections (Food Service, Child Care, Recreational Water, Lodging, Tattoos) • Vector Control • Education (ServSafe Food Handler class)	• Immunization clinics • Communicable Disease and Investigation • STI (Sexually Transmitted Infection) testing and treatment • Education (CPR classes) • MCH contract (Injury Prevention)	• Animal Control • Spay and Neuter assistance program for owned animals • CHIP and pet licensure	• Regional Response Planning

Joplin Health Department Finances

VOLUMES	
WIC:	29,419 visits
Medical:	2,028 vaccinations
Animal Control:	5,447 service calls
EH Inspections:	1,519 inspections
Vital Records:	8,626 Certificates

STAFFING	ACTUAL	NACCHO
WIC	**13.55**	**14.2**
Medical	6.0	5.5
Animal Control	3.0	3.8
PH Administration	1.0	1.0
Environmental Health	**4.25**	**4.8**
Community Health	5.0	4.7
Emergency Preparedness	1.0	1.0
TOTAL:	**33.8**	**35.0**

DH37 FINANCIALS		
REVENUE	**EXPENSES**	**NET**
Total Revenue = $3,277,196	Total Expenses = $3,301,468	Net = $24,272 ***DH37 states, "Balance on hand" as of the close of Fiscal Year = $1,969,259***

Data Source for Above: Fund Balance Projection from Department of Finance, City of Joplin

The Department of Health 37 (DH37) report compares Joplin Health Department's finances to those of the other local Health departments in Missouri. It varies from the City of Joplin's finances due to attribution of fees and donations to municipal accounts using a fund balance projection versus the standard health department accounting system used by the State Department of Health & Senior Services that standardizes financial reporting by all types of organizational structure—cities, city-county government, and county departments of health.

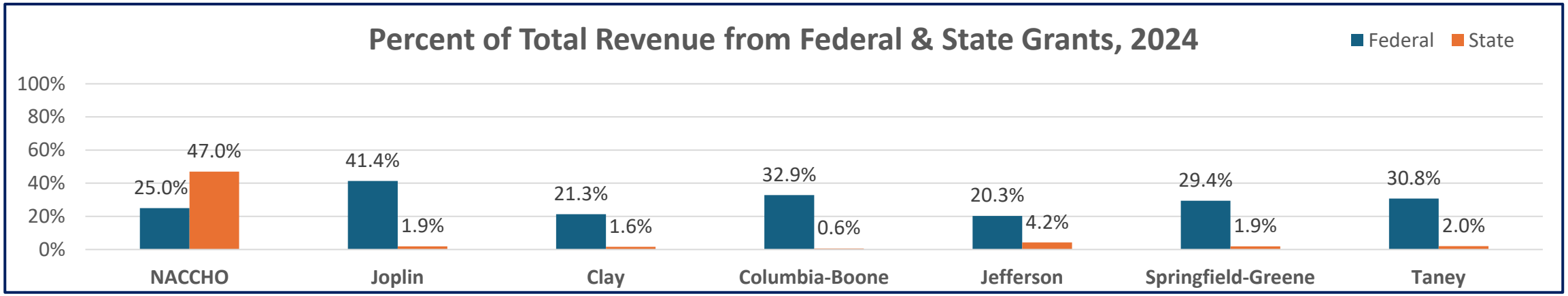
	TOTAL	WIC	MEDICAL	ANIMAL	PH ADMIN	ENVIRONMENT	FEDERAL GRANT	PHEP	DONATIONS
REVENUE	$3,277,196	$802,913	$570,232	$553,846	$445,698	$412,927	$370,323	$95,039	$26,218
EXPENSE	$3,301,468	$810,276	$575,043	$561,219	$450,028	$415,661	$371,513	$94,449	$23,279
GAIN/LOSS	($24,272)								
% of Whole	100.00%	24.50%	17.40%	16.90%	13.60%	12.60%	11.30%	2.90%	0.80%

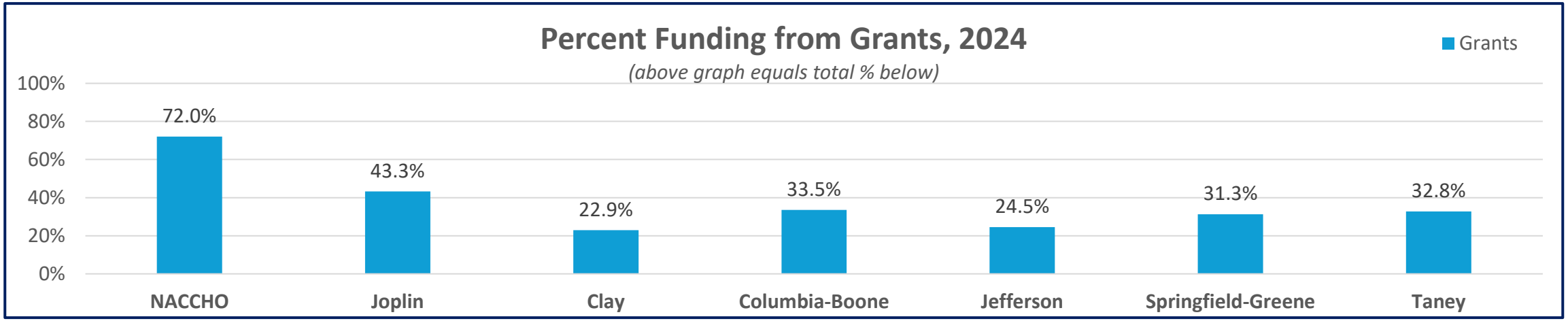
Data Source for Above: DH37, Missouri Department of Health & Senior Services, FY 2024

- The City of Joplin Health Department and the six benchmark local health departments receive municipal funding through taxes in addition to direct federal grants, state pass-through of federal grants, and direct state grants.



Benchmark Data

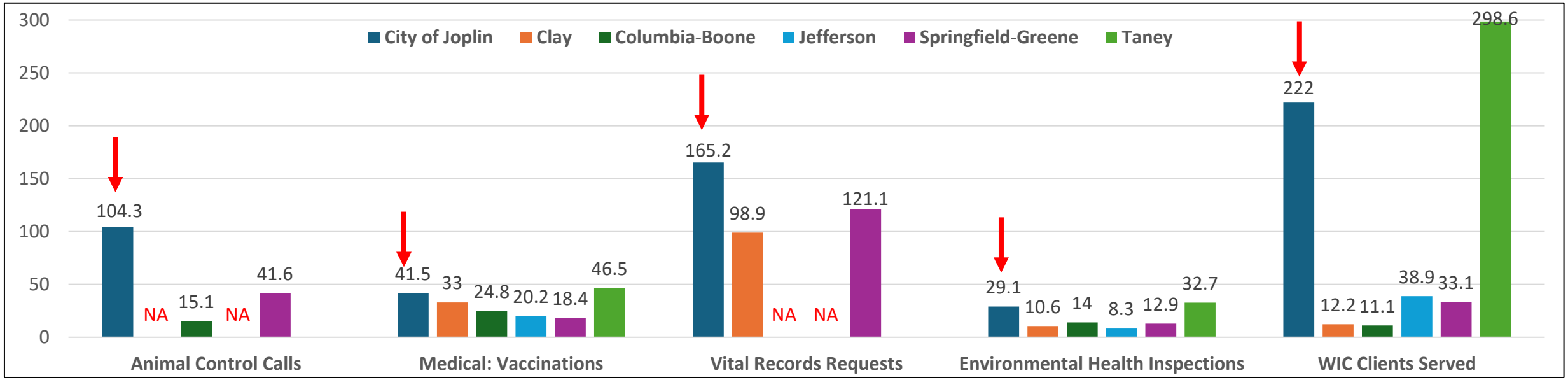




Expense Category

TYPE	NACCHO	Joplin	Independence	Clay	Columbia - Boone	Jefferson	Springfield - Greene	Taney (Branson)
Salaries		$2,196,163	$2,627,054	$6,082,126	$8,207,917	$5,179,772	$9,379,019	$2,614,378
Direct Contracts	**25%**	$599,091	$152,237	$812,222	$2,726,024	$153,708	$317,197	$125,688
Other Operating		$102,581	$973,197	$1,016,085	$2,175,953	$2,050,785	$1,033,392	$1,277,259
Pass-Through/Transfer	**26%/ 21%**	$70,394					$35,185	
Capital		$333,239		$439,411	$164,453	$468,043	$1,001,307	$97,690
TOTAL		**$3,301,468**	**$3,752,488**	**$8,349,844**	**$13,274,347**	**$7,852,308**	**$11,766,100**	**$4,115,015**

Division Volume by Service for Joplin and Benchmarks Per Capita, 2024



JOPLIN SERVICE	JOPLIN	PER CAPITA RATE	CLAY (265,456)	PER CAPITA RATE	COLUMBIA-BOONE (192,947)	PER CAPITA RATE	JEFFERSON (226,379)	PER CAPITA RATE	SPRINGFIELD-GREENE (307,942)	PER CAPITA RATE	TANEY (56,827)	PER CAPITA RATE
Animal Control Calls	5,447	**104.3**	NA	NA	2,910	15.1	NA	NA	12,824	41.6	NA	NA
Medical: Vaccinations	2,167	**41.5**	8,764	33.0	4,787	24.8	4,564	20.2	5,651	18.4	2,645	**46.5**
Vital Records Requests	8,626	**165.2**	26,261	98.9	NA	NA	NA	NA	37,305	121.1	NA	NA
Environmental Health Inspections	1,519	**29.1**	2,813	10.6	2,710	14.0	1,888	8.3	3,998	12.9	1,856	**32.7**
WIC Clients Served	28,084	**222.0**	3,250	12.2	21,458	11.1	8,795	38.9	10,178	33.1	16,967	**298.6**

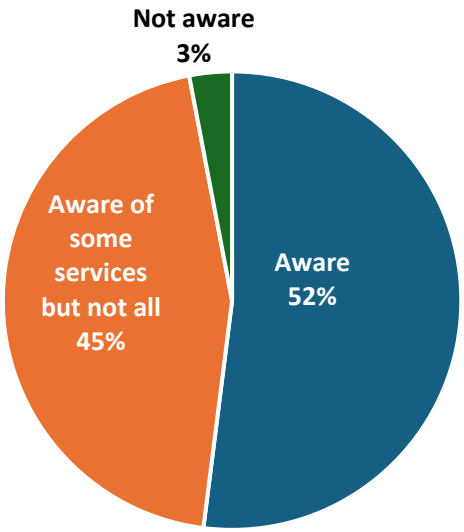
Bold represent the highest per capita rates per public health service

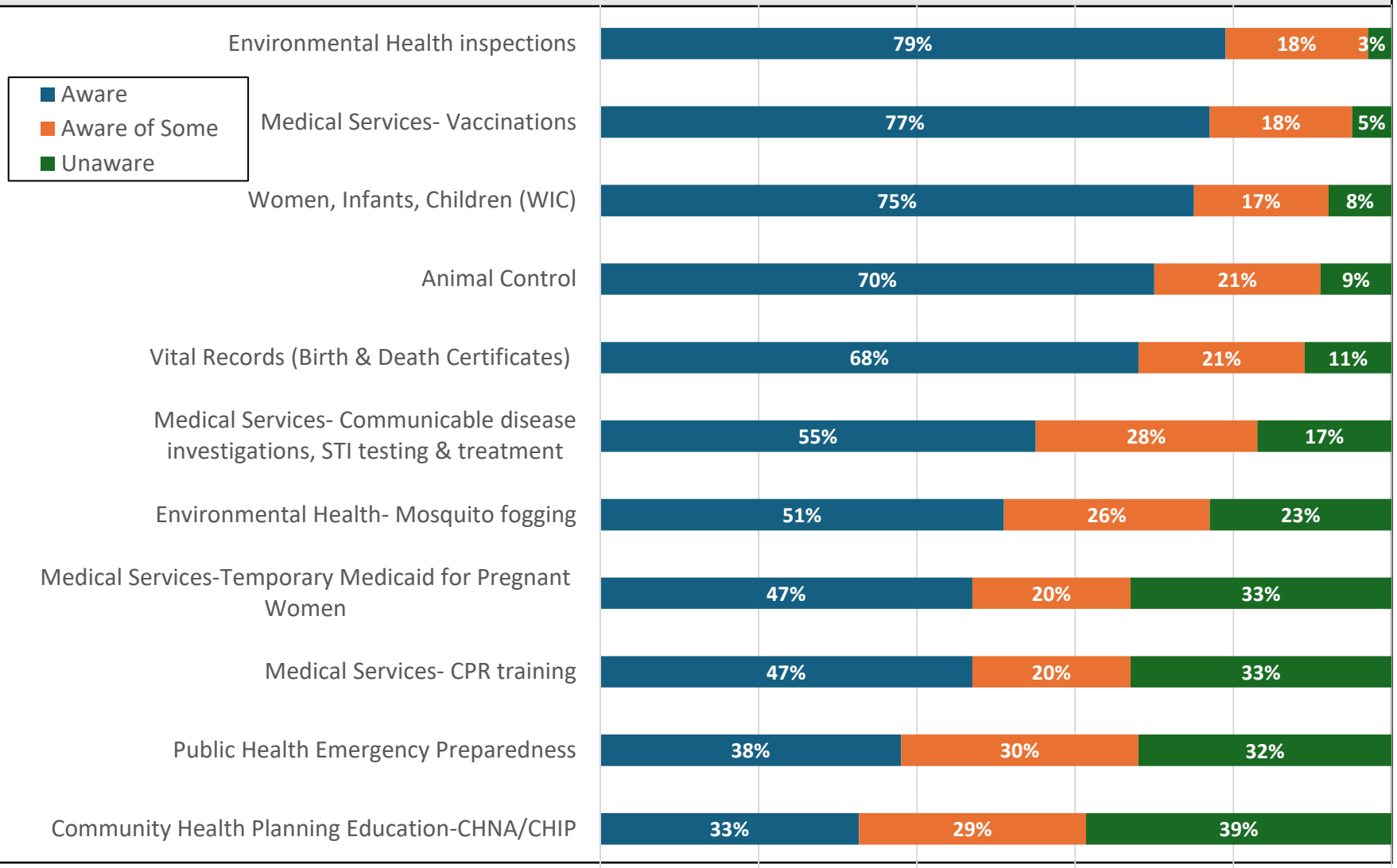

Community Input

Input from Residents (270)

AWARENESS OF CITY OF JOPLIN HEALTH DEPARTMENT & SERVICES

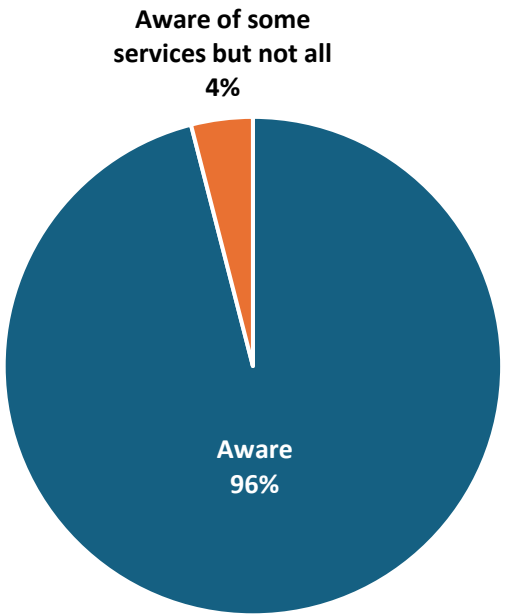
NACCHO Awareness:
12% Not Aware

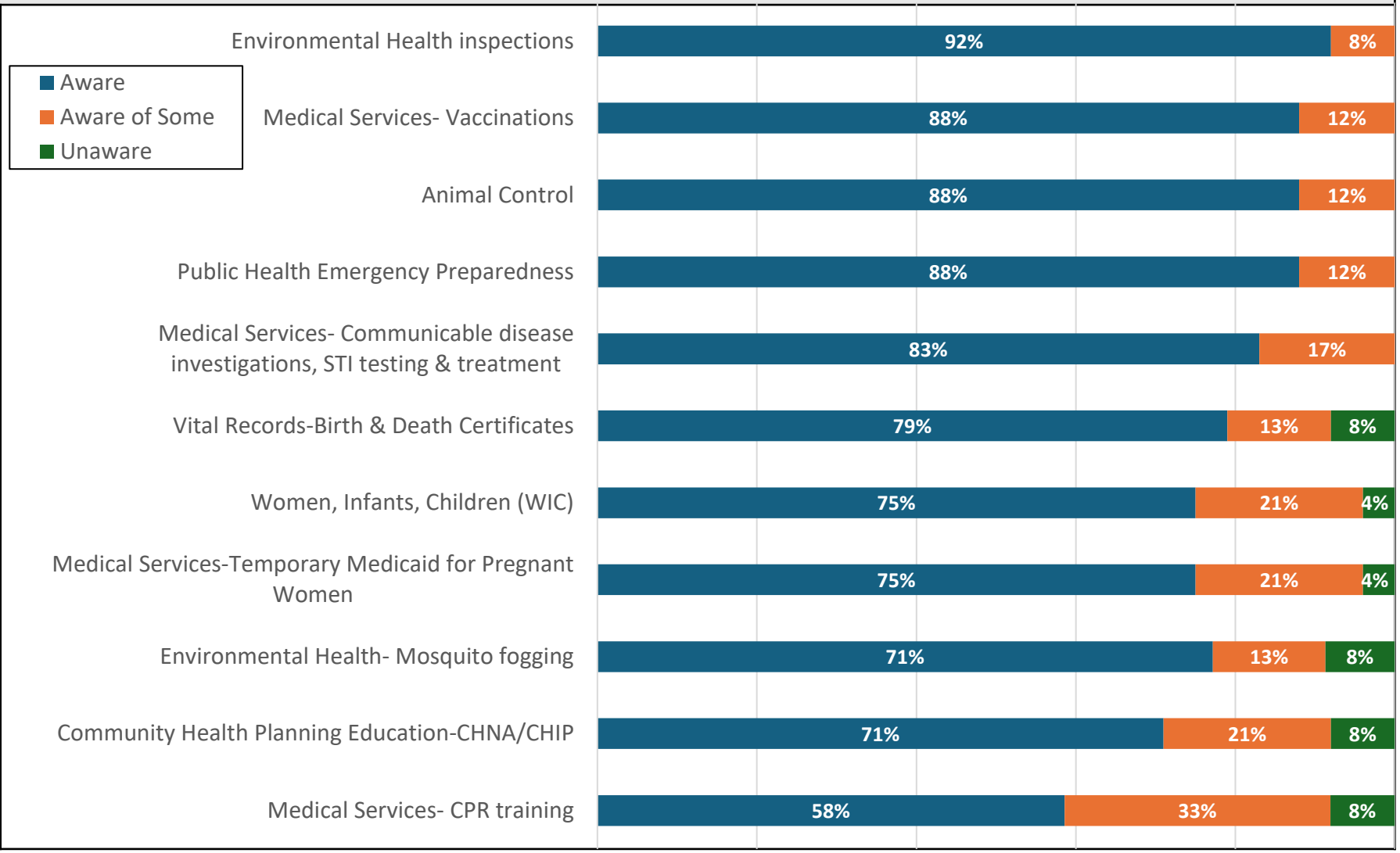




Input from Provider Stakeholders Survey (20)

AWARENESS OF CITY OF JOPLIN HEALTH DEPARTMENT & SERVICES





Next Steps

- Capture City Council thoughts and input into the final plan.
- Finalize Strategic/ Action/ Monitoring / Evaluation Plans for adoption.
  - For evaluation plan: compare rankings from One Joplin Community Health Needs Assessment (CHNA) to Missouri rank *(versus prior Ozark Health Commission-Regional CHNA for 10-county area)*
- Ensure that Joplin Health Department's Mission, Vision and Values align with City of Joplin statements.

Appendix

Division Volume by Service for Joplin and Benchmarks Per Capita, 2024

JOPLIN SERVICE	JOPLIN ANNUAL VOLUMES	POPULATION BASE	POPULATION #	PER CAPITA RATE (PER 1,000)
Animal Control Calls	5,447	City of Joplin	52,218	104.3
Medical: Vaccinations	2,167	City of Joplin	52,218	41.5
Vital Records Requests	8,626	City of Joplin	52,218	165.2
Environmental Health Inspections	1,519	City of Joplin	52,218	29.1
WIC Clients Served	28,084	City of Joplin + Jasper County	126,479	222.0

Funding Structure

BENCHMARK LOCAL PUBLIC HEALTH DEPARTMENT	SALES TAX	SALES TAX PERCENT	PROPERTY TAX	MILLAGE RATE
CITY OF JOPLIN	X	3.125% City of Joplin		.0057 per $1,000
CLAY	X	5.35% : 4.225% MO 1.225% Clay County (Local sales tax is 5.475%)		$1 per $1,000
COLUMBIA-BOONE		7.975%: 4.225% MO 1.75% Boone County		.091 per $1,000
JEFFERSON	X	11.6%: 4.225% MO 7.375% Jefferson County		.0332 per $1,000
SPRINGFIELD-GREENE	X	8.1% : 4.225% MO 2.125% Springfield 1.75% Greene County	X (Greene County)	.077 per $1,000
TANEY	X	10.475%: 4.225% MO 1.875% Taney County 4.5% Local		.052 per $1,000

The **millage rate**, also known as the **mill rate**, is the amount per $1,000 of property value used to calculate local property taxes.

The formula for calculating property tax is **Property Tax = Millage Rate * (Property Value)**.

The City of Joplin Health Department commissioned an operational assessment, strategic plan, and development of a performance management system. This project was conducted from April through November of 2025. Over 350 inputs occurred to the plan from residents, providers, and stakeholders. Another 31 involved staff reaction and prioritization of findings in four half-day sessions in October. Six local health departments in Missouri provided benchmarking insight.

STRATEGIC PLAN INPUT	
SURVEYS: • 270 Resident Respondents • 20 Provider Respondents	**INTERVIEWS:** • 20 Individual discussions with stakeholders
HALF-DAY SESSIONS: • 31 Health Department Staff • 6 City Personnel	**BENCHMARK LOCAL HEALTH DEPARTMENTS:** • 6 Peer Health Departments in Missouri

A refresh of the Mission and Vision statements for the Department of Health was created.

Mission: *To protect and improve the health and well-being of the community. To accomplish this, the health department provides prevention, intervention, and education to residents and visitors of the area.*

Vision: *To achieve a healthy community serving residents of all ages and walks of life that allow them to reach their potential.*

Values:



Strategic Priorities: *Four strategic priorities emerged from this process.*

1. **Workforce development:** Strengthen workforce to support delivery of quality services.
2. **FUNDING:** Leverage funding to coordinate care and address service gaps while sustaining programs.
3. **Community Partnerships:** Collaborate with community partners to enhance community health.
4. **Communication-Awareness:** Continue messaging of awareness, value, and impact of our services by telling our **story of what public health is and why it matters.**

JOPLIN
MISSOURI

OPERATIONAL ASSESSMENT & 2026-2030 STRATEGIC PLAN

Final Draft

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MESSAGE FROM DIRECTOR OF HEALTH, RYAN TALKEN

I am pleased to present the City of Joplin Health Department Strategic Plan for 2026–2030. The goal of this plan is to function as a roadmap for the department's role in public health. It outlines our commitment to maintaining continuity and enhancing service delivery for residents and families in the City of Joplin and Jasper and Newton Counties, Missouri. Over 360 individuals were involved in developing this Strategic Plan over the course of eight months of operational assessments, leadership, and community input, from April to November 2025.

The City of Joplin's Health Department's mission is *to* ***"protect and improve the health and well-being of the community. To accomplish this, the health department provides prevention, intervention, and education to residents and visitors of the area."***

The vision of the Health Department is to ***"achieve a healthy community serving residents of all ages and walks of life that allow them to reach their potential."***

Our values are to be

- ***Compassionate***
- ***Professional***
- ***Responsive***
- ***Accountable***

The City of Joplin Health Department collaborates with residents, providers, stakeholders, and community members to plan for and address the health needs of Joplin residents, as well as those in Jasper and Newton Counties, Missouri. We strive to incorporate innovative, modern technology as an efficient and effective department. We support and encourage community health planning. Our efforts are aligned with the intention of achieving optimal health by reducing inequities and disparities.

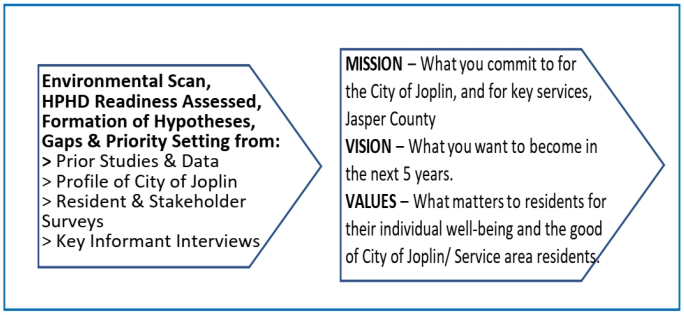
We view health as foundational to every issue. As we examine critical issues across the City—the economy, public safety, education—we believe that health should be addressed as a critical driver and have a key voice at the decision-making table. This strategic plan will keep us moving forward to provide quality and valued service to the residents of our City.

Ryan Talken
Director of Health

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

"A dream written down with a date becomes a goal. A goal broken down into steps becomes a plan. A plan backed by action becomes reality." *Greg S. Reid*



	GOAL #1	GOAL #2	GOAL #3
OBJECTIVE #1			
OBJECTIVE #2			
OBJECTIVE #3			
OBJECTIVE #4			
OBJECTIVE #5			

As a part of the management and operational analysis and review of Public Health Accreditation Board (PHAB) goals, the City of Joplin, Missouri wished to produce a Strategic Plan for the Joplin Health Department, including Strategic Priorities, Goals, and Objectives for 2026-2030. PHAB objectives across the industry are being reevaluated and may emerge as a more targeted accreditation of services and divisions, with less focus on broader departments. A strategic-action-monitoring plan will be customized to the needs of the Joplin Health Department and its future over the next five years.

The City selected Kulik Strategic Advisers (KSA) to conduct a Health Department performance management and operational assessment to determine possible enhancements to processes to improve public health program delivery and development, research potential needs, quality programs, best practices and opportunities, and related activities within City operations.

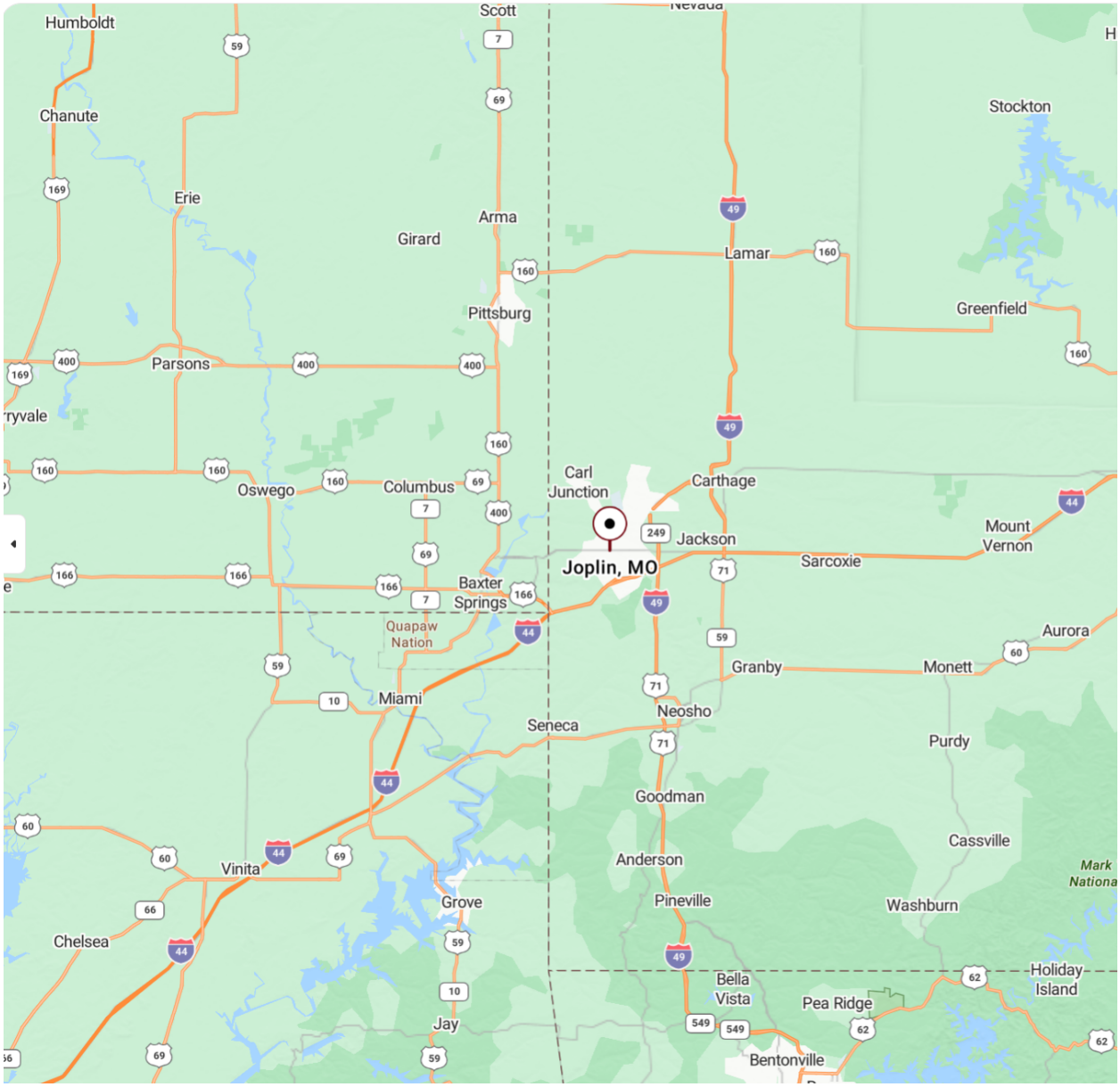
The Strategic Plan outlines the process of developing this five-year document, the involved parties, their inputs, and the resultant five-year Strategic Priorities, Goals, and Objectives. The accompanying Action-Monitoring-Evaluation/Quality Improvement Plan translates the five Priorities into an Action Plan given funding and available resources. Four strategic priorities were identified based on input received from 270 residents, 20 provider surveys, and key informant interviews with 20 stakeholders resulting in input from 360 individuals. The Joplin Health Department consisting of all 31 staff reviewed this input, resulting in 4 Strategic Priorities with 15 goals and 21-22 objectives.

Goals are broad, long-term aims, while objectives are specific, measurable, and time-bound steps or expressed in **'SMART'**—*Specific, Measurable, Achievable, Reasonable, and Time-based* to achieve those goals. Goals provide direction and purpose, while objectives outline actionable steps to reach that destination. Objectives show directionality, with a baseline and a target measure. In essence, objectives are the "how" to achieve the "what" of the goals.

Responsible parties and required resources are listed by goal and objective. The accompanying monitoring plan is a performance management system with key indicators by goal-objective and division. It tracks progress in advancing the strategic plan. The evaluation plan is displayed as a Logic Model that serves as a Quality Improvement plan.

CITY OF JOPLIN & JASPER COUNTY, MISSOURI

Joplin is a city located in both Jasper and Newton counties in the southwestern corner in Missouri. The bulk of the city is in Jasper County, while the southern portion is in Newton County. Joplin is the largest city located within both Jasper and Newton Counties – even though it is not the county seat of either county (Carthage is the seat of Jasper County while Neosho is the seat of Newton County). With a population of 52,218 as of 2024, Joplin is the 12th most-populous city in the state. The city covers an area of 38.21 square miles on the outer edge of the Ozark Mountains. Joplin is the main hub of the three-county Joplin-Miami, Missouri-Oklahoma Metro area, which is home to 210,077 people making the city the fifth largest metropolitan area in Missouri.

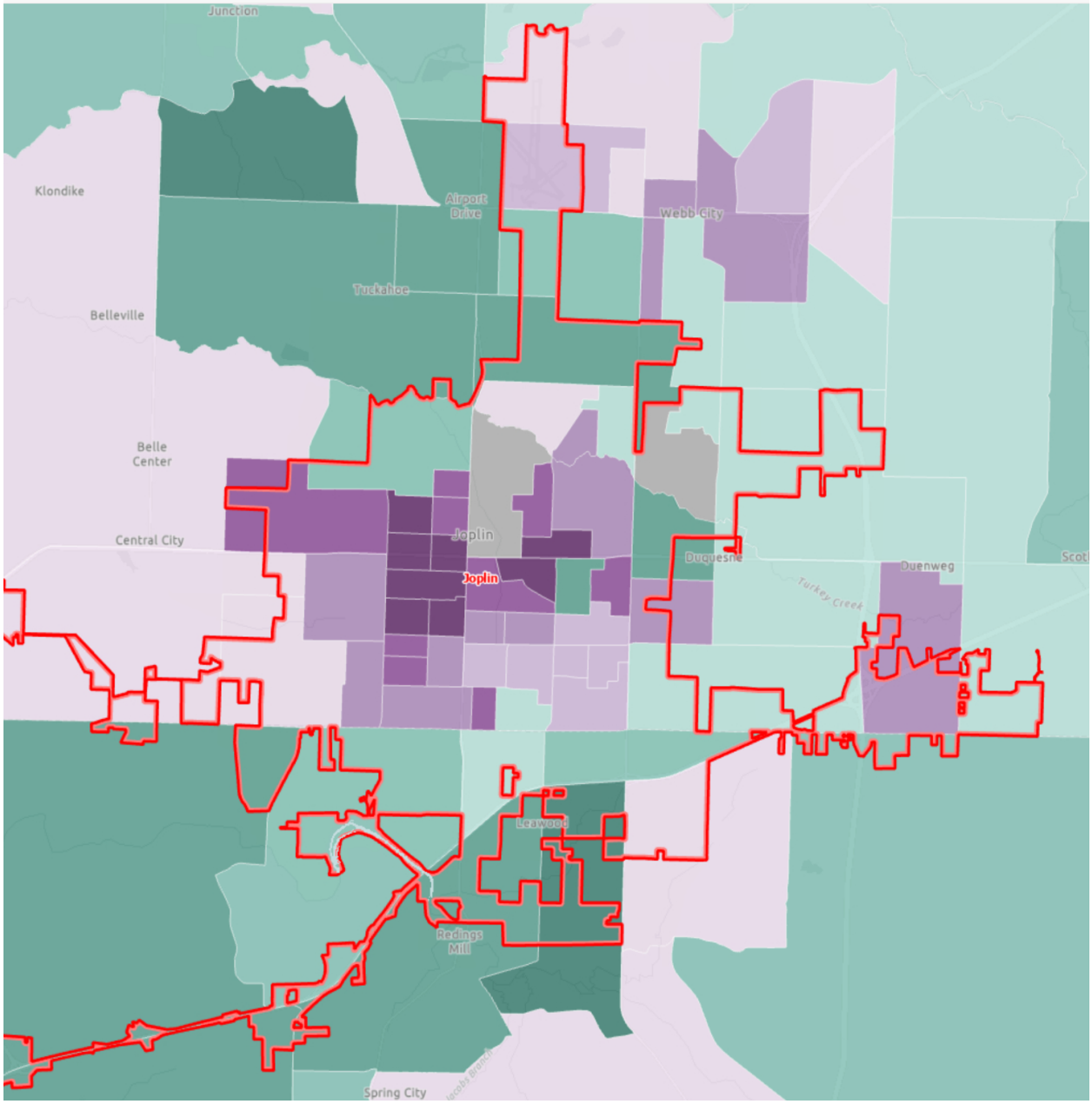


DEMOGRAPHICS OF THE CITY OF JOPLIN

VULNERABLE POPULATIONS

Neighborhoods selected for vulnerable indices were based on the Area Deprivation Index. The Area Deprivation Index ranks neighborhoods and communities relative to all neighborhoods across the nation (national percentile) or relative to other neighborhoods within just one state (state percentile). The ADI is calculated based on 17 measures related to four primary domains (Education; Income & Employment; Housing; and Household Characteristics). The overall scores are measured on a scale of 1 to 100 where 1 indicates the lowest level of deprivation (least disadvantaged) and 100 is the highest level of deprivation (most disadvantaged).

Vulnerable Areas or 'Hot Spots' by Geography



Area Deprivation Index (2023), State Decile by Block Group, UW Neighborhood Atlas 2023



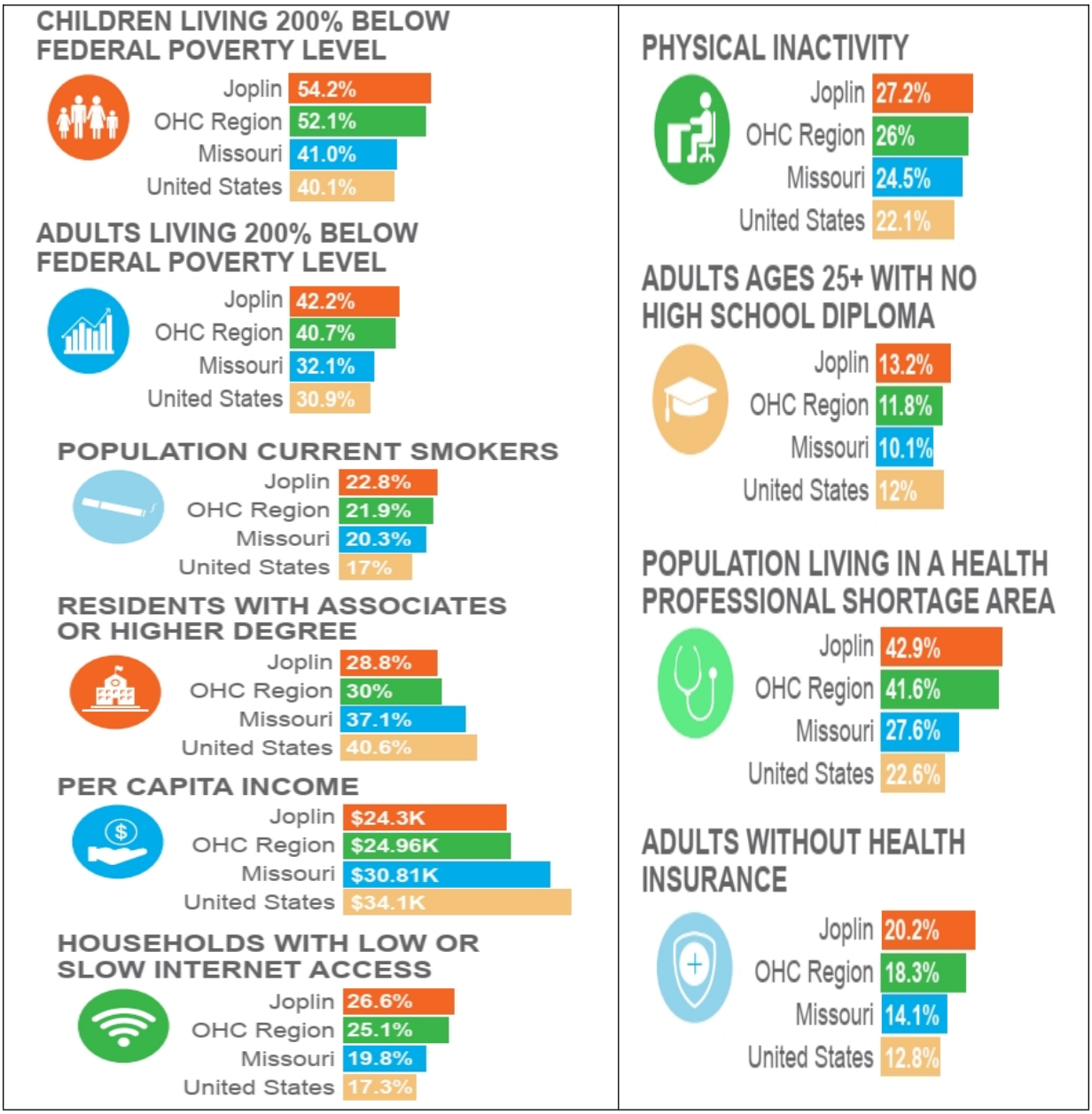
AREA	LEAST DISADVANTAGED	MODERATELY DISADVANTAGED	HIGHLY DISADVANTAGED	SEVERELY DISADVANTAGED
Joplin, MO	0.00%	1.79%	31.04%	72.22%
Jasper County, MO	0.00%	4.02%	41.31%	54.66%
Newton County, MO	0.00%	4.05%	49.96%	45.99%
Missouri	5.97%	22.71%	36.25%	35.07%
United States	27.23%	27.91%	24.52%	20.34%

Data Source: University of Wisconsin-Madison School of Medicine and Public Health, Neighborhood Atlas. 2023

A pdf document of the demographic-socioeconomic and health status/risk of Joplin residents is an Appendix with comparison to Jasper and Newton counties, Missouri, and the

Vulnerable Subgroups	Gaps experienced by subgroups were:
✓ Residents living in poverty (abject – 50% or less of Federal Poverty Level, extreme – 100% or less of FPL, ACA eligible – 185% or less, poor -200% or less) ✓ Uninsured or Underinsured ✓ Unemployed or Working Poor ✓ Disabled (Activities of daily living, ambulation, blind, cognitive, hard of hearing or deaf) ✓ Minorities ✓ Non-English speaking or English not primary language ✓ Single Parents ✓ Elderly ✓ Youth	✓ Obesity, poverty, and mental health exacerbated by generational poverty and housing instability ✓ Vaccination rates for infants & adolescents at 40% completion by 24 months. ✓ Sedentary lifestyle of residents and the unhoused. ✓ Gaps identified to achieving optimal individual and community health ✓ Vaccination hesitancy, challenges faced by providers, and impact of a transient population on access, reliance on undocumented immigrants in the workforce, and impact of upcoming Medicaid cuts, ✓ Lasting impact of the 2011 tornado on Joplin with related trauma ✓ Gap left by defunding of SNAP-Ed for nutrition education ✓ Nutritional quality of food offered in food pantries ✓ Transportation

Input from all participants reported that there is a persistent and growing issue of homelessness, with perceptions that increased numbers of out-of-state and out-of-city entrants were moving to access services, related substance use and mental health concerns, food insecurity pressures, and fear that human services will suffer due to level or decreased funding. This prevailing concern is traced to federal funding cuts and inadequate funding from the State of Missouri for public health. Additional social determinants listed were the high cost of rental housing throughout the City of Joplin and the State, reliance on undocumented immigrants for labor, high rates of physical inactivity, low educational attainment, high rates of adult and child poverty, and higher rates of uninsured compared to the region, state, and nation.



Data Source: Joplin Community Survey, Regional Health Assessment, Ozark Health Commission

OPERATIONAL ASSESSMENT

As part of this Strategic Plan, an operational assessment evaluated the efficiency and effectiveness of the Health Department's performance and programs, operational activities, functions and compliance with applicable State and Federal laws, local ordinances, and City policies and procedures.

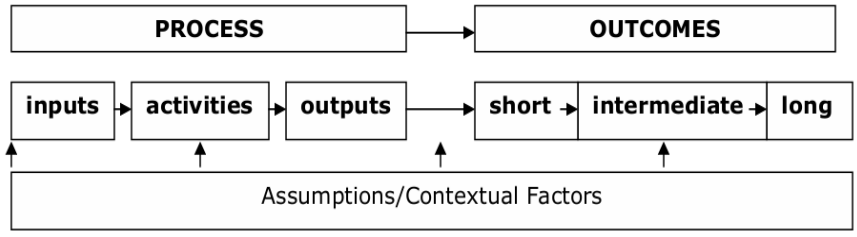
Initial analysis occurred through on-site interviews with the Division Heads of the six areas: *(1) Animal Control (2) Community Health (3) Environmental Health (4) Medical Services (and Worksite Wellness) (5) Public Health Emergency Preparedness (6) Women, Infants & Children.* Administration was also assessed, using the following metrics:

SERVICES	DATA	POLICIES
• Health Administration • WIC (Women, Infants & Children Services) • Environmental Health • Medical • Animal Control • Emergency Preparedness	✓ Annual Volumes ✓ Annual Revenue & Expenses ✓ Staffing	• City of Joplin Policies • City of Joplin Ordinances • State and Federal Laws • Contractual Obligations

(Listed by volume rank, highest to lowest)

ORGANIZATION	PROCESS FLOW	BENCHMARK DATA
1. Organizational Chart 2. FTE's a) Actual – 2024 b) Budget – 2025 c) Benchmark – NACCHO	1. Involvement 2. Role 3. Process 4. Accreditation/ Certification 5. Issues under Study	Benchmarks for 2024 financial and utilization data: 1. Clay 2. Columbia-Boone 3. Jefferson 4. Springfield-Greene 5. Taney 6. City of Independence

LOGIC MODEL



The findings of the operation assessment were:

1) Staffing for the Health Department and by Division was compared to benchmarks from the National Association of County and City Health Officials (NACCHO). It found that:

STAFFING			
DIVISION	**ACTUAL**	**BENCHMARK**	**VARIANCE**
WIC	13.55	14.2	0.65
Medical	6.00	5.50	0.50
Animal Control	3.00	3.80	0.80
PH Administration	1.00	1.00	-
Environmental Health	4.25	4.80	0.55
Community Health	5.00	4.70	0.30
PH Emergency Preparedness	1.00	1.00	-
TOTAL	**33.80**	**35.0**	**1.20**

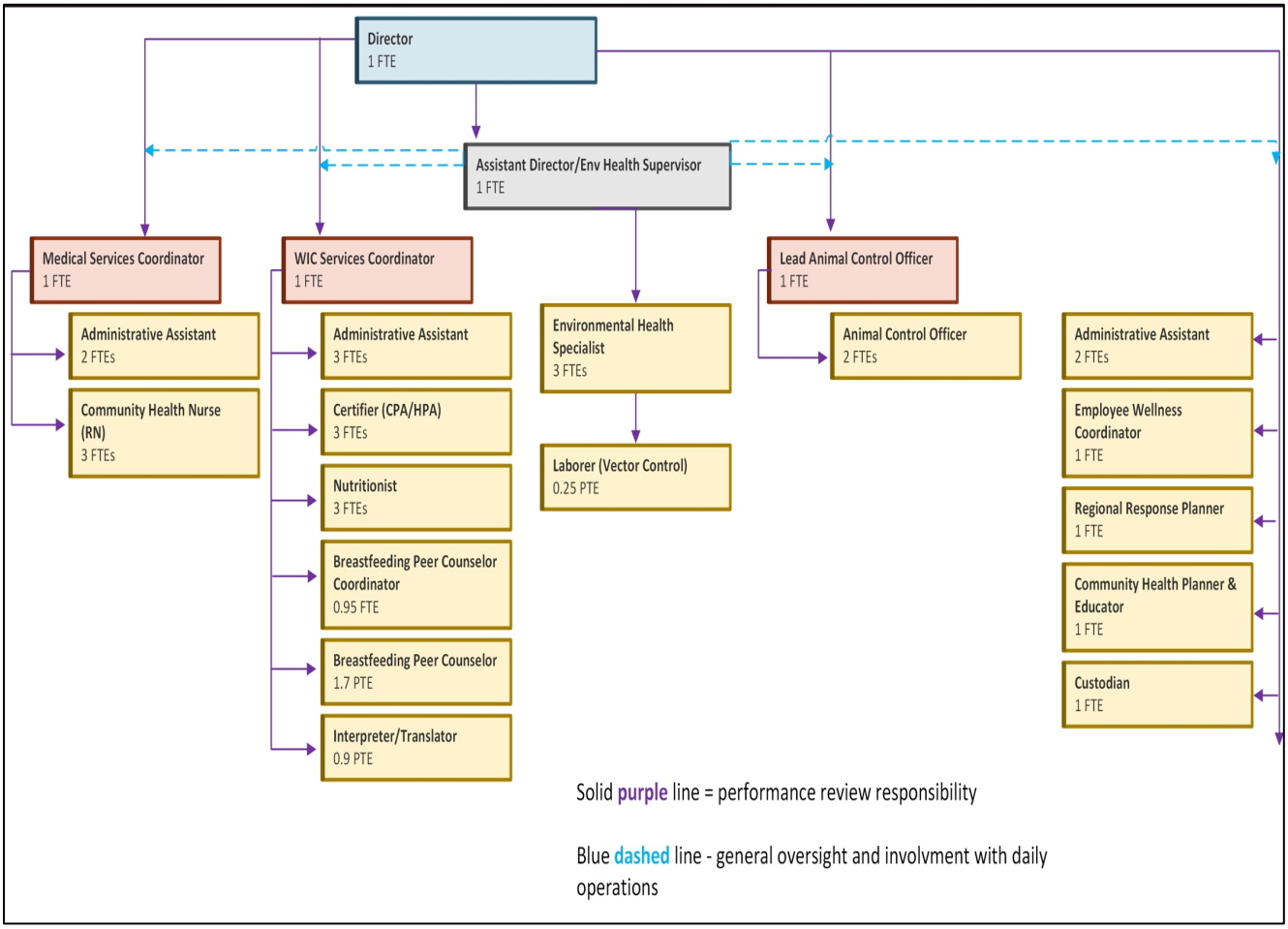
The following documents were reviewed:

DEPARTMENT OF HEALTH DOCUMENTS BY DIVISION	
ADMINISTRATION	**WELLNESS**
Health Department Update – Apr 2025	Wellness Program Update (Feb 2024)
Joplin Health Department Policies by Division: Apr 2025	Healthy Workplace Food & Beverage Wellness Pledge (Feb 2024)
Joplin Health Department Budget – FY23 (Actual), FY24 Adjusted, Est. Actual, FY25 Adopted.	Prevention Wellness Flyers (Freeman Hospital)
Joplin Gap Analysis Tool – vFY2024 (Foundational Public Health Services: Capacity & Costing Tool)	**WOMEN, INFANT, & CHILDREN (WIC)**
Public Health Accreditation Board: Readiness Assessment – Jul 24, 2024	WIC (Women, Infants, & Children)
ANIMAL CONTROL	FY 2024 Count (Oct 23 – Sep 24)
Animal ID Records, 2021-2024	FY 2025 Count (Oct 24 – May 25)
COMMUNITY HEALTH PLANNING	WIC Missouri Income Guidelines (June 1, 2025)
Community Health Needs Assessment: Joplin Final-2022	**VITAL STATISTICS**
Community Health Improvement Plan – 2022-2024	Vital Records Utilization – 2022-2024 (Calendar Years)
ENVIRONMENTAL HEALTH	**CITY-WIDE DEPARTMENTS**
List of Joplin Environmental Health Inspectors – 2024	**FINANCE**
Food & Drug Administration Accreditation Guidelines for Environmental Health	User Fee Study – 2023
MEDICAL SERVICES	Grant Policy – July 2024
Medical Utilization – 2025 (Jan to May)	Purchasing Policy - 2024
STI Clinic – 2025 (Jan to May)	**HUMAN RESOURCES**
CHIP HSI – Tools for Immunizations – 2025 (Jan to March) (Children's Health Insurance Program: Health Service Initiative)	Employee Handbook
PUBLIC HEALTH EMERGENCY PREPAREDNESS	**INFORMATION TECHNOLOGY**
Public Health Emergency Plan	Acceptable Use for COJ
Regional Risk Analysis of Public Health Threats	Anti-Virus Guidelines for COJ
	InfoSavvy Self-Assessment Tool – PHI (Protected Health Information)
	Password Policy for COJ
	Security Training and Awareness Policy for COJ

2) The Health Department was determined to be compliant with all municipal, county, state, and federal regulations including compliance by all divisions.

3) Recommendations were made to improve processes and efficiencies in the following areas:
    a. Streamlining data collection by Division and for the Health Department with development of a performance management system;
    b. Ensuring that the Health Department had all components to be accredited by the Public Health Accreditation Board while deferring application due to expense and high resource involvement to maintain this accreditation. Application of accreditation for certain divisions such as Environmental Health for Food & Drug Administration certification of food licensures, however, is recommended.
    c. Collection of fees with periodic adjustment of fees
    d. Grants development with consideration of a dedicated grant function
    e. Reducing the lead time for hiring
    f. Periodic review of the employee handbook to ensure manager and employee understanding of policies and procedures
    g. Training of staff in software, possibly by peers.

ORGANIZATION CHART



City of Joplin Health Department in 2025: **33.8 FTEs or 5.47 per 10,000**
NACCHO Benchmark: **35 FTEs for a population 50,000-99,999 = 5.7 per 10,000**

DIVISION DETAIL

CITY OF JOPLIN HEALTH DEPARTMENT DIVISIONS & PROGRAMS					
3501 - Health Administration	**3502 - WIC (Women, Infant & Children)**	**3503 - Environmental Health**	**3504 - Medical**	**3505 - Animal Control**	**3507 - Emergency Preparedness (100% grant-funded)**
• Maintenance • Vital Records • Employee Wellness • Health Planning/ Education	• Supplemental Food • Nutritional consults • Breastfeeding support • Nutrition Education • Interpretation/ Translation	• Compliance Inspections (Food Service, Child Care, Recreational Water, Lodging, Tattoos) • Vector Control • Education (ServSafe Food Handler class)	• Immunization clinics • Temporary Medicaid for Pregnant Women • Communicable Disease and Investigation • STI (Sexually Transmitted Infection) testing and treatment • Education (CPR classes) • MCH contract (Injury Prevention)	• Animal Control • Spay and Neuter assistance program for owned animals • CHIP and pet licensure	• Regional Response Planning

VOLUMES - STAFFING - FINANCES

VOLUMES		STAFFING			DH37 FINANCIALS		
DEPARTMENT	VOLUME	DEPARTMENT	ACTUAL	NACCHO	REVENUE	EXPENSES	NET
WIC	29,419 Visits	**WIC**	**13.5**	**14.2**	Total Revenue = $3,277,196	Total Expenses = $3,304,468	Net = $24,272 DH37 states, "Balance on hand" of the close of Fiscal Year = $1,969,259
Medical	2,028 Vaccinations	Medical	6.0	5.5			
Animal Control	5,447 Service Calls	Animal Control	3.0	3.8			
EH Inspections	1,519 Inspections	PH Administration	1.0	1.0			
Vital Records	8,626 Certificates	**Environmental Health**	**4.3**	**4.8**			
		Community Health	5.0	4.7			
		Emergency Preparedness	1.0	1.0			
		TOTAL	**33.8**	**35.0**			

The Department of Health 37 (DH37) report compares Joplin Health Department's finances to those of the other local Health departments in Missouri. It varies from the City of Joplin's finances due to attribution of fees and donations to municipal accounts using a fund balance projection versus the standard health department accounting system used by the State Department of Health & Senior Services that standardizes financial reporting by all types of organizational structure—cities, city-county government, and county departments of health.

Data Source: Fund Balance Projection from Department of Finance, City of Joplin, 2024

	TOTAL	WIC	MEDICAL	ANIMAL	PH ADMIN	ENVIRONMENT	FEDERAL GRANT	PHEP	DONATIONS
REVENUE	$3,277,196	$802,913	$570,232	$553,846	$445,698	$412,927	$370,323	$95,039	$26,218
EXPENSE	$3,301,468	$810,276	$575,043	$561,219	$450,028	$415,661	$371,513	$94,449	$23,279
GAIN/LOSS	($24,272)								
% of Whole		24.50%	17.40%	16.90%	13.60%	12.60%	11.30%	2.90%	0.80%

Data Source: DH37, Missouri Department of Health & Senior Services, FY 2024

The City of Joplin Health Department and the six benchmark local health departments receive municipal funding through taxes in addition to direct federal grants, state pass-through of federal grants, and direct state grants.

BENCHMARKS TO PEER HEALTH DEPARTMENTS

Themes

PEER LOCAL HEALTH DEPARTMENTS

Funding as critical component to sustain Local Public Health Departments
• Inadequate funding from core State funds compared to direct Federal or State pass-through of Federal funds;
• Need for advance knowledge of curtailed or eliminated funding with uncertainty more critical than cuts;
• Most vulnerable programs cited were:
  o Public Health Emergency Preparedness
  o Maternal-Child Health block grant
• Variety of organizational structures related to flexibility (or not) to respond;
• Need to collaborate with key entities, especially during critical outbreaks like COVID; and
• Impact of visitors to a City or County not always reflected in funding.

Data

JOPLIN SERVICE	JOPLIN ANNUAL VOLUMES	POPULATION BASE	POPULATION #	PER CAPITA RATE (PER 1,000)
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Animal Control Calls	5,447	104.3	NA	NA	2,910	15.1	NA	NA	12,824	41.6	NA	NA
Medical: Vaccinations	2,167	41.5	8,764	33.0	4,787	24.8	4,564	20.2	5,651	18.4	2,645	46.5
Vital Records Requests	8,626	165.2	26,261	98.9	NA	NA	NA	NA	37,305	121.1	NA	NA
Environmental Health Inspections	1,519	29.1	2,813	10.6	2,710	14.0	1,888	8.3	3,998	12.9	1,856	32.7
WIC Clients Served	28,084	222.0	3,250	12.2	21,458	11.1	8,795	38.9	10,178	33.1	16,967	298.6

Expense Category								
TYPE	NACCHO BENCHMARK	Joplin	Independence	Clay	Columbia - Boone	Jefferson	Springfield - Greene	Taney (Branson)
Salaries		$2,196,163	$2,627,054	$6,082,126	$8,207,917	$5,179,772	$9,379,019	$2,614,378
Direct Contracts	25%	$599,091	$152,237	$812,222	$2,726,024	$153,708	$317,197	$125,688
Other Operating		$102,581	$973,197	$1,016,085	$2,175,953	$2,050,785	$1,033,392	$1,277,259
Pass-Through/Transfer	26%/ 21%	$70,394					$35,185	
Capital		$333,239		$439,411	$164,453	$468,043	$1,001,307	$97,690
TOTAL		$3,301,468	$3,752,488	$8,349,844	$13,274,347	$7,852,308	$11,766,100	$4,115,015

PLANNING PROCESS

INPUT			
✓ Review of Operations ✓ Literature Map ✓ Division Head Discussions (6) ✓ Stakeholder Surveys (20) ✓ Resident Surveys (270) ✓ Key Informant Interviews (20)	✓ Community Input analyzed about Gaps /Disparities, view of Joplin Health Department o Providers o Residents o Stakeholders	✓ 3 Staff Sessions with 31 staff o Shared input from above in SOAR format o Brainstorming on Gaps & Disparities o Polling on Strategic priorities & Mission-Vision-Values	✓ Operations Assessment
SUMMARY			
✓ Summary of input from Community ✓ Themes ✓ Survey data	✓ Summary of Community Input ✓ Draft Goals & Objectives into an Action Plan with goals and objectives by each Year	✓ Summary of Input from Staff Sessions ✓ Draft Strategic Priorities with goals and objectives ✓ Develop Action Plan with resources responsibilities, timeframe ✓ Convert to Monitoring Plan with Performance Measures	✓ Convert Monitoring Plan to Evaluation Plan
RESULTS			
✓ Strategic Plan draft ✓ Detailed Strategic Plan	✓ Performance Measures with tracking tool ✓ Where possible, tie to CHIP priorities	✓ Develop Action Plan with resources responsibilities, timeframe ✓ Convert to Monitoring Plan with Performance Measures	✓ Accreditation compliant ✓ Presentation to City Council on December 1st ✓ Infographic to Community

Gaps –services that are needed not found or offered in the community

COMMUNITY ENGAGEMENT

From April to August 2025, 310 community voices (residents, community partners, city staff, and stakeholders) engaged in the 2026-2030 strategic planning process to provide input. A summary of this input was presented in October to all 31 Health Department staff.

Surveys:
270 residents respondents
20 provider respondents

Interviews:
20 Individual discussions with stakeholders

Half-day Sessions:
31 Staff

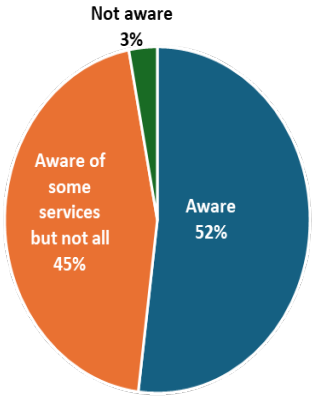
Findings were presented to City of Joplin Health Department staff of 31 community leaders on October 22nd and 23rd and to the City Council on December 1st. They identified four strategic priorities, with two cross-cutting themes and two health-specific priorities. These priorities are supported by an implementation or action plan, a monitoring plan to track progress supported by a performance management system, and an evaluation/ quality improvement plan to determine impact.

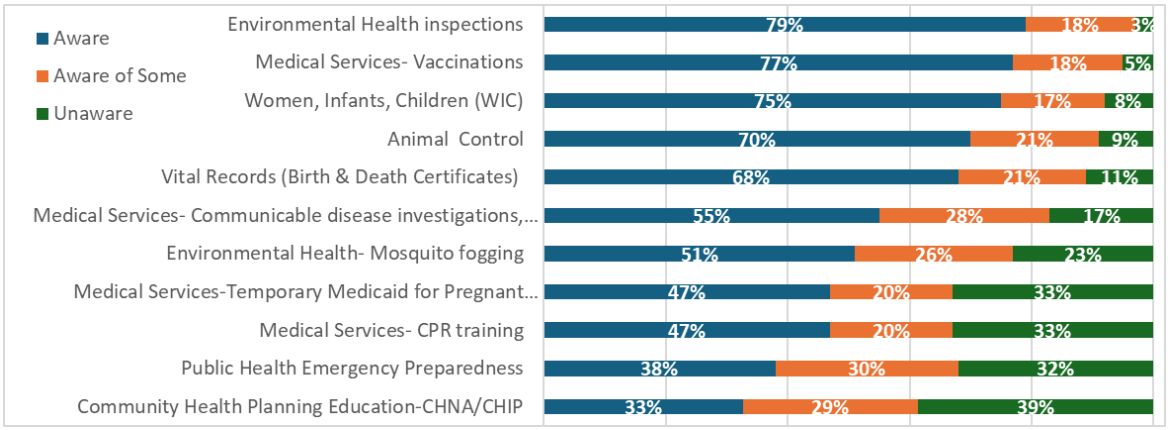
Community voices identified current awareness of the City of Joplin Health Departments and its services, what is needed for the most vulnerable citizens and neighborhoods, and where to focus in the next five years. Widespread input helped to form and re-form the approach to service access, delivery, and quality provided to City of Joplin residents, and to Jasper County, where appropriate by service offering.

COMMUNITY INPUT BY TYPE (n= 360 total participants)				
City of Joplin	**Resident Surveys**	**Provider Surveys**	**Key Informant Interviews**	**Peer Benchmarks**
44 People	**270**	**20 providers**	**20 interviews**	**6 Peer LHD's**
HD Administration (3)				Clay County
Joplin Administration (4)				Columbia-Boone
Health Department Division Heads (6)				City of Independence
Health Department Staff (31)				Jefferson County
				Springfield-Greene
				Taney

Input from Community Resident Surveys (270)

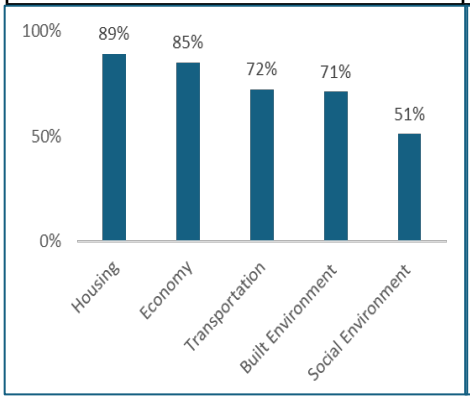
AWARENESS OF CITY OF JOPLIN HEALTH DEPARTMENT & SERVICES



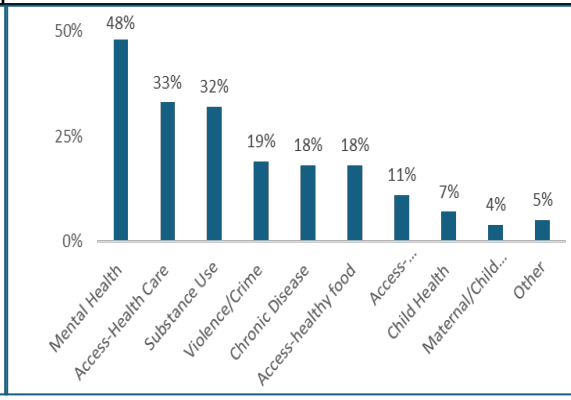


CRITICAL ISSUES IMPACTING HEALTH: HEALTH ISSUES OF MOST CONCERN AND CONTRIBUTING FACTORS

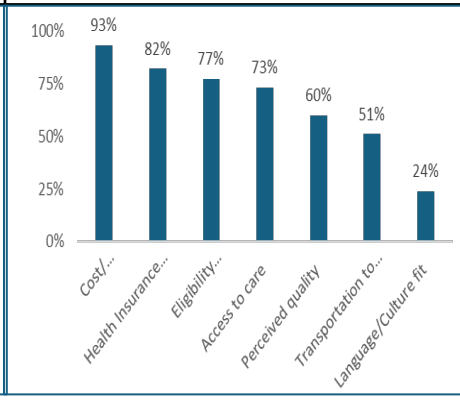
CRITICAL ISSUES BY RESIDENTS



HEALTH ISSUES OF MOST CONCERN

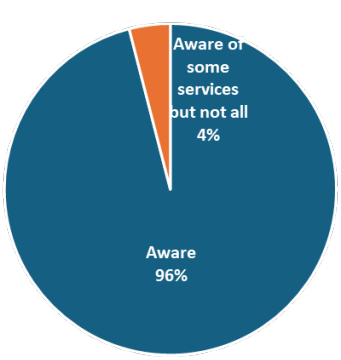


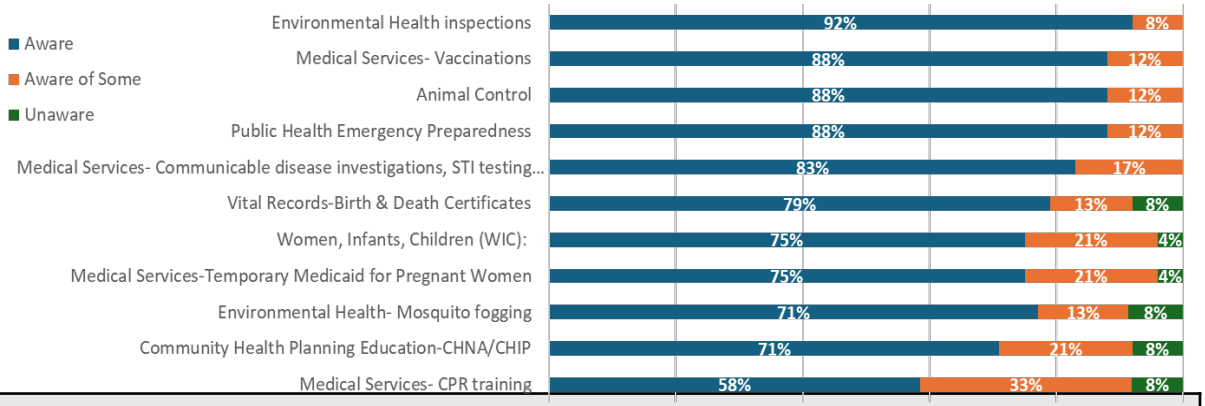
CONTRIBUTING FACTORS



Input from Stakeholder Surveys (20)

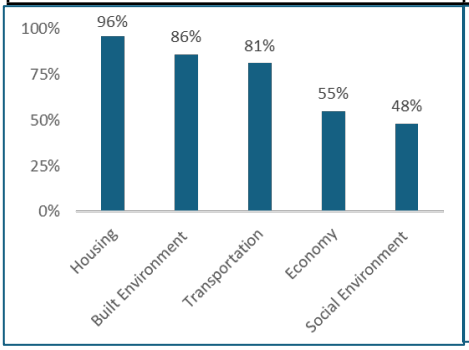
AWARENESS OF CITY OF JOPLIN HEALTH DEPARTMENT & SERVICES



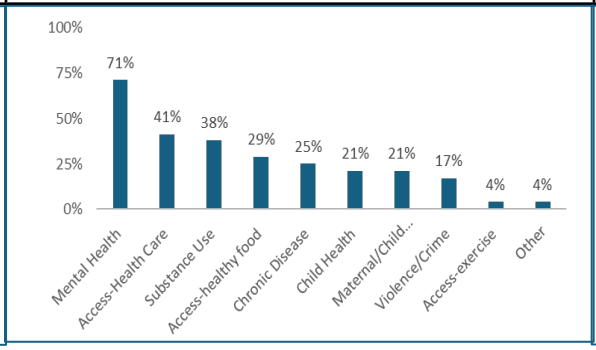


CRITICAL ISSUES IMPACTING HEALTH= HEALTH ISSUES OF MOST CONCERN AND CONTRIBUTING FACTORS

CRITICAL ISSUES BY RESIDENTS



HEALTH ISSUES OF MOST CONCERN



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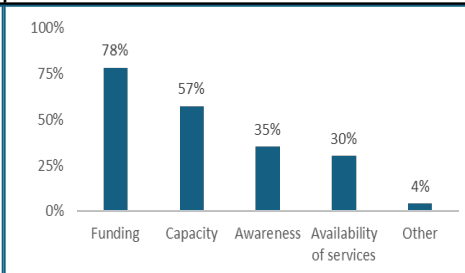


Themes from Key Informant Interviews (20)

EXTERNAL

Awareness of Joplin Health Department

- Need to enhance visibility of the health department's services and develop comprehensive marketing strategy to reach diverse demographics.
- Plans to build a resource inventory to improve community awareness

Awareness of Divisions/Services

- Perverse benefit of COVID was provider/public heightened awareness of public health though public health emergency preparedness funding in peril

Top Health Issues

- Obesity, poverty, and mental health exacerbated by generational poverty and housing instability
- Vaccination rates for infants & adolescents at 40% completion by 24 months.
- Sedentary lifestyle of residents and the unhoused.

Gaps identified to achieving optimal individual and community health

- Vaccination hesitancy, challenges faced by providers, and impact of a transient population on access, reliance on undocumented immigrants in the workforce, and impact of upcoming Medicaid cuts,
- Lasting impact of the 2011 tornado on Joplin with related trauma
- Gap left by defunding of SNAP-Ed for nutrition education
- Nutritional quality of food offered in food pantries
- Transportation

Recommendations to address barriers

- Better outreach
- Collaboration (Health Departments, Education institutions, Business, Pharmacies)
- Community ownership including health systems in public health
- Enhance community education on risks of smoking, vaping, marijuana use
- Need for City of Joplin Health Assessment, not just multiple county study

STRATEGIC PLAN FOR 2026-2030
JOPLIN HEALTH DEPARTMENT

Refinements were made to the ***Mission-Vision-Values*** statement based on input from stakeholders and City of Joplin Health Department staff. These are displayed below.

PRIOR

MISSION: To protect the health of the community, the health department provides prevention, maintenance and educational services to the citizens and visitors of the area, other social, medical and educational providers, the business community, and the local, state and federal government agencies. Highly professional, responsive services are provided to all customers in a courteous manner with respect to individual dignity.

VISION: The department spots new and reemerging diseases, locates populations of interest or populations at risk through surveillance and outreach, and delivers quality products and services to meet community needs and expectations.

VALUES: No prior Values Statement for the Joplin Health Department.

ADOPTED

MISSION: To protect and improve the health and well-being of the community. To accomplish this, the health department provides prevention, intervention, and education to residents and visitors of the area.

VISSION: To achieve a healthy community serving residents of all ages and walks of life that allow them to reach their potential.

VALUES:



SUMMARY OF SOAR ANALYSIS

Based on input from key informant interviews occurring from July to August, the following questions were posed to staff in sessions held from October 22nd to October 23rd.

STRENGTHS	OPPORTUNITIES
1. What can we build on? 2. What do we excel at? 3. What are our greatest accomplishments? 4. What are we most proud of? 5. What makes us unique? 6. What strengths are most valuable to our community?	1. What does our community need? 2. What community partnerships would lead to greater success? 3. What changes and trends in the City of Joplin align with our strengths? 4. What threats do you see? 5. What gaps do we need to fill?
ASPIRATIONS	**RESULTS**
1. What do we want to achieve? 2. What do we want to achieve in the next 5 years (2026-2030)? 3. What should we look like in specifics (services, staff)? 4. How can we make the biggest difference? 5. What are we passionate about?	1. What is success? 2. What measures tell us that we are on track? 3. How do we translate success into tangible outcomes? 4. How do we know when we are achieving our goals?

Responses to the SOAR analysis are summarized on the following two pages.

STRENGTHS-OPPORTUNITIES-ASPIRATIONS-RESULTS MATRIX

STRENGTHS	OPPORTUNITIES
1. The City of Joplin Health Department is one of the few city-funded health departments that provides a **full range of services usually offered at the county level.** These services include not only traditional health department offerings but additional services such as Animal Control and Vital Records. 2. **High Volume:** All departments within the Health Department are significant contributors. The WIC (Women, Infants, and Children) department serves 3.2% of the overall WIC cohort in Missouri despite this group being 0.5% proportion of the population (Women of Child-Bearing Age living in poverty). The City of Joplin Health Department provides WIC services to all residents of Jasper County. The Environmental Health department ranks second-highest in inspection volume when compared to the benchmark cities/ counties. 3. **Integration** of animal control calls and services has occurred into the Health Department's spectrum of services. 4. **Pride** is evident in the staff's efforts to maintain community health. 5. **Awareness:** Residents report **a 97% awareness of the Health Departmen**t and its services.	1. **Enhance community partnerships** to provide services like travel vaccinations, senior care, and educational programs for schools and explore regional animal control and sheltering. 2. **Accreditations**: Environmental Health to seek **Food & Drug Administration (FDA)** standardization for food inspections. 3. **Marketing and Outreach:** Community outreach to partners aims to **improve awareness of services offered at the health department**. 4. **Pet license:** Partner with the City of Joplin to enhance the pet registration and annual licensing process, ensuring that animal control staff have timely access to essential pet owner information. The benefit to enhancing the value of annual licensure would be to microchip the pet (if not already done) and return it to its owner, if loose. 5. **Grant writer:** Enhance the process of identifying, selecting, and approving, and managing grants by a dedicated grant writer or providing access to grant writing support.

ASPIRATION	RESULTS
1. **Staffing**: Increase staffing in high-demand areas like WIC, Environmental Health, and Animal Control. 2. **Pay Benchmark study**: Conduct a local income study benchmarked against the salaries offered by the two local health systems and major employer competitors to remain competitive in the field and attract staff. Provide the city with annual benefit summaries in easy-to-comprehend language to show the value of City Health Department employment benefits compared to other employers. 3. **Expansion**: Consider the option of expanding WIC services to a second location in Jasper County. Provide satellite Medical Services within Joplin city limits. This can lead to the additional services that help residents improve access to services. 4. **Branding**: Develop a marketing campaign to build awareness and showcase the services offered by the health department and improve the image of certain more complaint-driven departments, particularly animal control. 5. **Navigator**: Educate residents and providers to decrease dependency and reliance on subsidy programs.	1. **Community Awareness:** Highlight the benefits of working in public health, such as health insurance, additional benefits, and the rewarding feeling of giving back to the community. 2. **Measures:** Develop a robust system for data collection, analysis, and reporting that is maintained and regularly updated to inform decision making in resource allocation, training, and staffing needs. 3. **Information/Technology:** Gaining access to timeline information and technology that enhances the service offered, while ensuring staff capabilities are not limited. This includes the goal of hiring additional translators to be available on site. 4. **Defining Success:** a. Employees feel valued and not overwhelmed or burned out. b. Education for community partners should focus on identifying who and how to best access services offered by the health department. c. Residents demonstrate trust in the services offered by the health department by increased usage.

JOPLIN
MISSOURI

STRATEGIC PRIORITIES

2026-2030 STRATEGIC PRIORITIES

Four strategic priorities emerged from the strategic planning process that reflect the Joplin Health Department's mission, vision, and values, and our commitment to be client, staff, and community-centered focused in all that we do.

These four strategic priorities are further detailed in 16 goals and 23 objectives. The objectives are expressed in **'SMART'** terminology—*Specific, Measurable, Achievable, Reasonable, and Time-based.*

STRATEGIC PRIORITIES

1. Workforce development: Strengthen workforce to support delivery of quality services

2. Funding: Leverage funding to coordinate care and address service gaps while sustaining programs.

3. Community Partnerships: Collaborate with community partners to enhance community health

4. Communication-Awareness: Continue messaging of awareness, value, and impact of our services by telling our story

1	**WORKFORCE DEVELOPMENT:** Strengthen workforce to support delivery of quality services
	Goal 1: Explore career advancement pathways for internal staff to foster a learning culture. **Goal 2:** Facilitate training to increase employee competence and confidence that relate to the gaps in capacity or capabilities identified within or from the workforce development plan. **Goal 3:** Modernize technology and information practices that reduce administrative burdens by streamlining processes and leveraging new technology within the limitations of cost and annual budget approvals. **Goal 4:** Improve workforce retention and recruitment. **Goal 5:** Work with local education institutions to develop career pathways for public health. **Goal 6:** Apply for accreditation for individual divisions such as Food & Drug Administration certification for food inspections for Environmental Health.

WORKFORCE DEVELOPMENT
Goal 1: Explore career advancement pathways as feasible for internal staff to foster a learning culture. When possible, these pathways should provide a means to become certified or licensed in their field.
Objective 1.1: By 2027, support existing and develop five new career pathways by Section (Animal Control, Community Health, Environmental Health, Medical Services, WIC).

WORKFORCE DEVELOPMENT
Goal 2: Facilitate training to increase employee competence and confidence that relate to the gaps in capacity or capabilities identified within or from the workforce development plan.
Objective 1.2: By 2027, build and sustain a work culture where staff are provided with the ability to access the 10 annual trainings offered by the City of Joplin and the Joplin Health Department. Encourage employee participation in voluntary trainings offered that address gaps in capacity or capabilities of the department.

WORKFORCE DEVELOPMENT
Goal 3: Modernize technology and information practices that reduce administrative burdens by streamlining processes and leveraging new technology within the limitations of cost and annual budget approvals.
Objective 1.3: By 2027, complete assessment of existing software, update current software to state-of-the-art, and train staff in qualitative and quantitative data collection, analysis, and reporting to support data-driven decisions.

WORKFORCE DEVELOPMENT
Goal 4: Improve workforce retention and recruitment. Findings from a 2024 workforce study conducted by Matrix Consulting Group showed that Joplin has had difficulty recruiting and retaining staff because of the high demand for health care providers by employers who offer a higher salary level.
Objective 1.4: By 2027, distribute an annual summary of overall benefits. This would show that comparative pay is commensurate or better given quality of life, vacation-sick-holiday time, predictable hours, lack of extensive travel, and overall work climate. As part of this objective, complete a comparative health system analysis of annual benefits.

WORKFORCE DEVELOPMENT
Goal 5: Work with local education institutions like Crowder College, Missouri Southern State University, and technical trade centers to develop career pathways for public health including Joplin Public School System and Kansas City University and their Center for Population Health.
Objective 1.5: By 2027, work with area higher education institutions to expand recruitment for individuals in public health professions through internships, with focus on recruiting minorities and residents experiencing poverty.

WORKFORCE DEVELOPMENT
Goal 6: Apply for accreditation for individual divisions such as Food & Drug Administration certification for food inspections for Environmental Health
Objective 1.6: By 2027, submit an application to the Food & Drug Administration for certification for food inspections (*Appendix 3).*

CURRENT INFORMATION TECHNOLOGY SOFTWARE		
All staff	Microsoft Office/ Microsoft 365	Windows 11 upgrade occurring
➢ Time recording	Mobile App	City staff in training and transitioning from paper-based timesheet system.
Administrative	NaviLine™	NaviLine used for financial and permitting purposes across the City.
Animal Control	Zuercher	Same dispatching system used across the City. Issues with functionality in Animal Control.
Environmental Health	HS Cloud HS Touch ArcGIS/ESRI	Issue with lack of mobile connectivity in the field.
Medical Services	CureMD ShowMe World Care ShowMe VAX VaxCare	CureMD is JHD's Electronic Health Record. Both "ShowMe" platforms are Missouri Department of Health and Senior Services databases (MHDHSS). VaxCare is a 3rd party system.
Public Health Emergency Preparedness	MOPHRAT (Missouri Public Health Risk Assessment Tool)	
WIC (Women, Infants, & Children)	MOWINS (Missouri WIC Information Network System SPIRIT)	MOWINS is a MDHSS based platform; transitioning to new system SPIRIT.

2	**FUNDING:** Leverage funding to coordinate care and address service gaps while sustaining programs.
	Goal 1: Create opportunities for coordinated entry care to leverage funding and increase impact. **Goal 2:** Ensure fiscal compliance through evidence-based and data informed decision-making that sustains services/programs. Seek additional resources for public health. **Goal 3:** Explore non-municipal, non-grant funding to maintain and expand services and programs.

FUNDING
Goal 1: Create opportunities for coordinated entry care to leverage funding and increase impact.
Objective 2.1.a: By 2027, foster new and continue to support existing partnerships to leverage community assets, expand expertise and resources, and mobilize change. These include collaboration with local health systems and community-based organizations.
Objective 2.1.b: By 2027, identify and pursue funding opportunities that align with community health priorities. **Specific support from local health systems is anticipated for a closed referral system** like Unite US or FindHelp to improve health system-community partner understanding of eligibility for public health services.

FUNDING
Goal 2: Ensure fiscal compliance through evidence-based and data informed decision-making that sustains services/programs. Seek additional resources for public health.
Objective 2.2: By 2027, evaluate fiscal systems within Joplin Health Department to ensure that all services and programs are sustainable, with details of municipal allocation, grants from state and federal sources. Identify contingency plans for forecasted or possible funding shortfalls.

FUNDING
Goal 3: Explore non-municipal, non-grant funding to maintain and expand services and programs.
Objective 2.3: By 2029-2030, increase non-municipal, non-grant funding from 1% currently to 2% of total revenue. The rationale is given in the benchmark studies and the annual DH37 reports.

3	**COMMUNITY PARTNERSHIPS:** Collaborate with community partners to enhance community health
	Goal 1: Support community efforts across Joplin Health Department divisions and with cultivated and engaged community partners. **Goal 2:** Reduce health disparities by increasing participation in preventive and wellness care. **Goal 3:** Continue to update public health emergency preparedness response protocols. **Goal 4:** Explore regional animal control program opportunity.

COMMUNITY PARTNERSHIPS
Goal 1: Support community efforts across Joplin Health Department divisions and with cultivated and engaged community partners.
Objective 3.1.a: By 2027, increase the overall wellness of residents with a focus on vulnerable communities through promotion, support, and connection to partner-led community programs. Specific metrics would emerge from the One Joplin Community Health Assessment, further informed by *reference material in Appendix 1.*
Objective 3.1.b: By 2027, through the Ozarks Health Commission CHNA (Community Health Needs Assessment) and the One Joplin CHA/CHIP (Community Health Improvement Plan), evaluate current and proposed services to ensure alignment of the CHIP with unmet community needs supporting the mission and vision of the department, focused on vulnerable communities with inequities. **Upon completion of CHA, this goal will need measurable indicators.**

COMMUNITY PARTNERSHIPS
Goal 2: Reduce health disparities by increasing participation in preventive and wellness care
Objective 3.2.a: By 2027, increase participation of identified minority groups by 1% annually in preventive services.
Objective 3.2.b: By 2027, research and implement a travel clinic within Medical Services.
Objective 3.2.c: By 2027, explore the feasibility of providing consultant services to establish or enhance wellness programs to local industries using data on reduced costs and improved health outcomes from City of Joplin employees.

COMMUNITY PARTNERSHIPS
Goal 3: Continue to update public health emergency preparedness response protocols.
Objective 3.3: By 2027, raise awareness of public health emergency preparedness response protocols through 3-5 outreach events compared to 1-2 current efforts. **This service is transitioning to Jasper County and will be shared with the City of Joplin Health Department.**

COMMUNITY PARTNERSHIPS
Goal 4: Explore regional animal control program opportunity.
Objective 3.34: By 2027, conduct a regional animal control and management feasibility analysis for shared resources and collaboration.

4	**COMMUNICATIONS-AWARENESS:** Continue messaging of awareness, value, and impact of our services by telling our story
	Goal 1: Develop culturally and area appropriate messaging about important public health and well-being topics or services that impact City of Joplin residents and those who work in Joplin. **Goal 2:** Promote the Joplin Health Department's role in the community and value by telling our story and building the trust of residents. Communicate what public health is and why it matters. **Goal 3:** Leverage partner organizations' reach to increase our impact with City of Joplin residents and those who work in Joplin and Jasper/Newton Counties, coordinating with community partners to promote dissemination of unified public health messages.

COMMUNICATIONS
Goal 1: Develop cultural and area-appropriate messaging about important public health and well-being topics or services that impact City of Joplin residents and those who work in Joplin.
Objective 4.1: By 2027, work with the Marketing and Communications Department to develop 5 new tactics for promoting City of Joplin Health Department services that reduce barriers and are more inclusive to targeted demographic needs. These new tactics should be consistent with accreditation standards.

COMMUNICATIONS
Goal 2: Promote the Joplin Health Department's role in the community and value by telling our story and building the trust of residents by explaining what Public Health is and why it matters.
Objective 4.2.a: By 2027, create an email newsletter list including key sectors. Include businesses and academic institutions beyond health systems, community-based organizations, and human service providers. This includes informational letters/ correspondence and quarterly publications to be distributed through Marketing and Communication Department's public relations channels.
Objective 4.2.b: By 2027, work with Marketing and Communication Department to develop a "About the Health Department" video and promote it across city and partners channels.
Objective 4.2.c: By 2027, develop a list of community efforts of existing health initiatives aimed at underserved, disproportionately impacted neighborhoods and residents. By 2027, provide input to and help distribute regional Resource Guides of community service organizations that provide programs and services that affect Social Determinants of Health.

COMMUNICATIONS
Goal 3: Leverage partner organizations' reach to increase our impact with City of Joplin residents and those who work in Joplin and Jasper/Newton Counties, coordinating with community partners to promote dissemination of unified public health messages.
Objective 4.3.a: By 2027, build social media list of key organizations, City Departments, schools and consistently tag or collaborate with organizations.
Objective 4.3.b: By 2027, implement 2 co-branded campaigns with different organizations with a particular emphasis on vulnerable populations.

CAMPAIGNS CONDUCTED BY JOPLIN HEALTH DEPARTMENT 2024 - 2025	
PROMOTING OUR SERVICES	**EDUCATION ON PUBLIC HEALTH TOPICS**
• Community Health Collaborative • Ozarks Regional Health Commission CHNA • One Joplin – Steering Committee, Health Team, Community Resources project • One Joplin CHA Leadership Team • Regional Homelessness Commission • Joplin Area Homeless Coalition • NICE (Nurse-led Infection Control Exchange) committee • Head Start Health & Mental Health Services Advisory Committee • Joplin Parents as Teachers Community Advisory Board • MSSU Environmental Health Advisory Committee • MSSU Healthcare Administration Advisory Board • MSSU Food Science and Nutrition Program Advisory Board • Franklin Technical Center Culinary Arts Program Advisory Board • Joplin Area Community Coalition • Safe Kids Coalition • Teen Advisory Board, through Joplin Public Library • Regular meetings with Community Development Specialist for Joplin Schools • SWMO Health Educators committee • MDHSS Communications Advisory Council • Hands-Free MO Coalition	• Articles in print Joplin Citizen newsletter (quarterly) and digital Joplin Community newsletter (monthly) • Interviews with local radio & TV • Health Department pages on City of Joplin website • Facebook posts on pages for JHD and for WIC • Slideshows for TVs in WIC and Medical lobbies • Departmental update to Joplin City Council • Measles presentations to local school administrators and nursing staff • Vaccine presentation at RAISE (Refugee and Immigrant Services and Education) • Vaccine presentation at Joplin Senior Center • Vaccination events: - Joplin High School, South Middle School, East Middle School, North Middle School - Joplin Senior Center, Long term care facilities, senior apartments - Salvation Army • ServSafe® Food Handler courses • Peer Counselor Breastfeeding classes • American Heart Association CPR classes: - Friends & Family® CPR - Heartsaver® CPR/AED/First Aid - HeartCode® Basic Life Support (BLS) Skills Check-off

CAMPAIGNS CONDUCTED BY JOPLIN HEALTH DEPARTMENT 2024 - 2025	
PROMOTING OUR SERVICES	**EDUCATION ON PUBLIC HEALTH TOPICS**
• Driver's Education Coalition • Southwest Missouri Coalition for Roadway Safety • Regional Healthcare Coalition • LEPC/LEPD committee • CO-AD (Community Organizations Active in Disasters) committee • Four Corners Emergency Management coalition • Community events: - MSSU Healthcare Expo - Chamber of Commerce Business Expo - Third Thursday monthly events - Party in the Park for Prevention - DEA Drug Take-Back Day and Carnival - Bicycle Safety Fair - Jasper County Sheriff's Community Safety Day - Joplin PAT (Parents As Teachers) Wednesday Walks - Webb City High School seat belt check - Pop-up events at Schifferdecker Pool, Cunningham Pool, and Joplin Public Library - Show Me Water Safety events at Schifferdecker Pool and Shoal Creek/Wildcat Glades - Neighborhood Block Party at Schifferdecker Pool, Parr Hill Park, and Cunningham Pool - Project Homeless Connect events in January and July - Care Partner Network Summit - MSSU Earth Day Celebration - Joplin Schools Health Fair - Joplin Schools Bus Camp - City of Joplin Employee Health Fair - Joplin Humane Society's Howl & Scream Trunk or Treat - Customer Appreciation Day at local car dealership	• Host MU School of Medicine's First Impact teen driving program • Host The Alliance's car seat safety table and interactive quiz • Host The Alliance's car seat safety class

CAMPAIGNS CONDUCTED BY JOPLIN HEALTH DEPARTMENT 2024 - 2025	
PROMOTING OUR SERVICES	**EDUCATION ON PUBLIC HEALTH TOPICS**
- Joplin Senior Center's Senior Expo - WIC Breastfeeding Celebration - Midcon Cable Employee Health Fair - NALA Literacy Lift-off - Emerging Drug Trends Town Hall seminar Salvation Army monthly resource table	

FOUNDATIONAL PUBLIC HEALTH SERVICES MODEL

The Foundational Public Health Services model outlines 10 core capacities needed to support basic public health protections, programs, and activities, identified as the Foundational Capabilities. The City of Joplin Health Department relies on this framework to focus on health equity using the 6 Strategic Priorities identified in this plan.



ALIGNMENT

These efforts are currently in progress as KSA concludes the operational assessment and accreditation overview, resulting in the 2026-2030 Strategic Plan for the City of Joplin Health Department.

Community Health Needs Assessment: The strategic plan correlates to this assessment that presents health data and information around social determinants of health to provide an understanding of the health status of the City of Joplin and surrounding areas. Joplin Health Department is actively involved in the One Joplin CHA for Joplin metro area. This is a more focused assessment compared to the Regional Community Health Needs Assessment that Joplin Health Department was also actively involved in for the 10-county area served by the two local health systems. This study was completed in 2025 by the Ozark Health Commission, of which the Joplin Health Department serves on the Steering Committee.

Community Health Improvement Plan: The Community Health Collaborative (CHC) used the findings from the 2022 CHNA to create a CHIP for 2022-2024. The CHC consists of numerous healthcare providers and related community partners in the Joplin, Jasper and Newton County. This collaborative is led by the City of Joplin Health Department.

There were three public health interventions established for this CHIP:

1. Increasing access to social services that influence health.
2. Increasing workplace wellness programs.
3. Increasing education and awareness of resources.

Goals and Objectives: City of Joplin Health Department staff identified short-term, medium-term, and long-term goals related to their work. These goals and objectives directly tie, and surpass, findings from the Community Health Improvement Plan.

LIST OF STRATEGIC PLAN PARTICIPANTS

Joplin Health Department:

- **Ryan Talken,** Director of Public Health
- **Devin Blankenship,** Assistant Director of Public Health/ Environmental Health Supervisor
- **Martin White,** Animal Control Lead
- **Suzan Morang,** Community Health Planner and Educator
- **Misty Hammer,** Medical Services Coordinator
- **Wrandi Clayton,** Public Health Emergency Preparedness
- **Megan Saba,** Worksite Wellness
- **Joyce Doty,** Women, Infants, & Children (WIC) Coordinator

STAKEHOLDERS		
#	**Interview**	**Organization**
1	Sarah Mwangi, Ed.D.	Joplin Schools
2	Lana Hudanick RN, BSN, MPH	Missouri Dept of Health & Senior Services: Medical
3	Duane Dreiling	United Way of Southwest Missouri & Southeast Kansas
4	Lori Haun	Downtown Joplin Alliance
5	Nicole Brown Ed.D.	One Joplin
6	Jessie Daugherty	Missouri Foundation for Health
7	Carrie Foote	Access Family Care
8	Tanya Honderick, MPH, MS, RN	Kansas City University, Center for Population Health and Equity
9	Debbie Darby	Jasper County Health Department
10	Melinda Brown, Ed.D.	Gipson Center for Healthcare Leadership
11	Sara Gorman	Missouri Dept of Health & Senior Services: Maternal-Child Health
12	Stephanie Brady	Community Clinic of Southwest Missouri
13	Edith Todd	Missouri Dept of Health & Senior Services: Environmental Health
CITY OF JOPLIN		
14	Nicholas Edwards	City Manager
15	Tony Robyn	Assistant City Manager
16	Ryan Talken	Health Director
17	Leslie Haase	Finance Director
18	Michelle Ducre	Human Resources Director
19	Mark Morris	Information Technology Director
20	Joplin City Council	Upcoming on December 1, 2025
BENCHMARK: PEER LOCAL PUBLIC HEALTH DEPARTMENTS		
21	Lisa Marshall	CEO, Taney County Health Department
22	Rebecca Roesslet	CEO, Columbia-Boone County Health Department
23	Steve Sikes & Kristin Firle	CEO & CFO, Jefferson County Health Department
24	Katie Towns & Jon Mooney	CEO & CFO, Springfield-Greene County Health Department
25	Darrell Meinke	CEO, Clay County Health Department
23	Christina Heinen	City of Independence Health Department

APPENDICES

1. Community Needs Assessment pdf (Demographic, Socioeconomic, and Health Status/Risk profile) – 2024 and Healthy Cities data for the City of Joplin
    a. SparkMap Community Needs Assessment
    b. City Health dashboard URL: Joplin, MO - City Overview | City Health Dashboard
2. Matrix Consulting Group: Benchmarking, Service Level, Staffing Study (Feb. 2024)
3. Food & Drug Administration Certification documents: FDA FSMA Accreditation | ANAB
4. Chartbook of Operational Assessment
5. Summary of Resident Survey input
6. Summary of Stakeholder Survey input

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-287 – Rezoning

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 035-25: NE Corner of W 20th St and S Empire Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential) – Joel Standeford

BACKGROUND:

The highest and best use for this property is single-family residential. The size of the lot makes it difficult for it to be commercially developed. The owner is requesting R-1 so that they can develop a single-family home.
The property is designated as Retail Commercial on the Future Land Use Plan. The 2012 Comprehensive Planning strategy was to allow for more neighborhood integrated commercial along the W 20th Street Corridor. However, much of this corridor remained residential.

PLANNING & ZONING COMMISSION TESTIMONY:

There was no one present to speak in favor or opposition of the case.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-287
Planning & Zoning Commission recommends tabling Case 035-25 (7 in Favor, 0 Opposed, 0 Absent)

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

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 035-25 A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential).

LOCATION NE Corner of W 20th Street and S Empire Avenue.

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approximately 0.13 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-1	C-1
Land Use	Single-Family Home	Single-Family Home	Office	Office

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
W 20th St	Arterial	75′
S Empire Ave	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 property is designated as Retail Commercial on the Future Land Use Plan. The 2012 Comprehensive Planning strategy was to allow for more neighborhood integrated commercial along the W 20th Street Corridor. However, much of this corridor remained residential.

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

The property is a narrow lot, with not much space for Commercial development. Between the building, parking, and required improvements, like a conflicting use buffer, there does not leave much room on this site for someone to develop it as commercial.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The rest of the block is single-family residential homes, and it is zoned R-1. This zoning change will not be detrimental to nearby property.

DISCUSSION

The highest and best use for this property is single-family residential. The size of the lot makes it difficult for it to be commercially developed. The owner is requesting R-1 so that they can develop a single-family home.

Staff recommends approval of Case 035-25.

ENCLOSURES

- Map of property
- Application

CASE 035-25: REZONING

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

Joel Standeford was not present.

Mr. Kimble asked if there was a motion to table this case.

MR. SPRUCE MADE A MOTION TO TABLE CASE 035-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Rezoning Application

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

Office Use Only
Case No.: 035-25
Filing Fee: $600.00
Received: 9/30/25
Date Advertised: _____
Proj. No.: 25-057
Public Hearing Date: 11/10/25

Applicant: Joel Standeford Phone No.: 417.438.6081

Address: TBD / South of 1921 S. Empire Ave Email: joelstandeford24@gmail.com

Owner: Joel Standeford Phone No.: 417.438.6081

Address: 423 E. 4th St. Suite 1 / Joplin MO 64801 Email: _____

Location of Property: Lot south of 1921 S. Empire Ave

Present Use of Property: Vacant Lot

Proposed Use of Property: Vacant Lot

Current Zoning: C-1 Requested Zoning: R-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential Home	R-1
South	20th St.	
East	Residential	R-1
West	Residential	R-1

Character of the Neighborhood: Residential Neighborhood

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: _____

_____

_____

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: Alley Way

_____

Classification of Street(s):

Arterial ☐ Collector ☑ Local ☑

Right-of-Way Width: 50

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:

Vacant lot needs to be developed. Lot is to small for commercial application.

Residential Home would be the best us for the property

_____

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:** 9-30-25

The current zoning of neighborhood commercial is unapplicable in this setting

The lot is landlocked to increase in size to be able to be used for its current zoning

With the re zoning of the lot to r-1, the lot could then be used to provide additional needed housing to the community

There will be no significant if any changes in neighborhood and street usage.

The new construction will increase the curb appeal of the neighborhood and add additional value to those properties in close proximity to the property

Recorded in Jasper County, Missouri
Recording Date/Time: 08/15/2024 at 02:53:12 PM

Book: 2727 Page: 296

Instr #: **2024010519**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

General Warranty Deed
(Corporation)

This Deed, made and entered into on August 15, 2024, by and between **Grantor(s):** Construction and General Laborers Local Union #319 a/k/a Laborers Local 319 Property, Inc., n/k/a Laborers Local 663 Property, Inc. and **Grantee(s):** Joel Standeford, a married man **Mailing Address of the Grantee(s):** 4612 E Farm Road 144, Springfield, MO 65809

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

ALL OF LOTS NUMBERED FIFTEEN (15) AND SIXTEEN (16) IN BARBEE'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; EXCEPT RIGHT-OF-WAY TAKEN BY CITY OF JOPLIN, AND EXCEPT ANY OTHER PART TAKEN FOR ROAD OR STREET PURPOSES.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will ***Warrant and Defend*** the title to the premises unto the Grantee(s), and to the heirs and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

Case 035-25: Rezoning



NE Corner of W 20th St and S Empire Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential) – Joel Standeford

0 70 140 280 420 560
Feet

P & Z Case 035-25
Joel Standeford
(P & Z Recommended to Table)

COUNCIL BILL NO. 2025-287 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and include in District R-1 (Single-Family Residential) property as described below and generally known as the Northeast Corner of W 20th Street and South Empire Avenue, Joplin, Jasper County, Missouri.

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

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

ALL OF LOTS NUMBERED FIFTEEN (15) AND SIXTEEN (16) IN BARBEE'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; EXCEPT RIGHT-OF-WAY TAKEN BY CITY OF JOPLIN, AND EXCEPT ANY OTHER PART TAKEN FOR ROAD OR STREET PURPOSES.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-285 – Voluntary Annexation

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

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

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:

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

PUBLIC COMMENT;

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

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

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

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

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

APPLICANT Joplin Industrial Development Authority (JIDA)

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 034-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 034-25: VOLUNTARY ANNEXATION

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

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

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

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

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

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

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

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

Mr. Kimble asked if there were questions.

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

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

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

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

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

Mr. Glaze said no.

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

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

Mr. Kimble asked what the EPA issues were.

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

Mr. Kimble asked if there were other questions.

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

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

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

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO §71.012, RSMo

TO WHOM IT MAY CONCERN:

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

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

STATE OF MISSOURI }
} ss.
COUNTY OF JASPER }

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

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

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

Notary Public

Voluntary
Annexation Application

Corporation

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

Office Use Only

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

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

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

Email: Kurt.higgins@cmco.com

Applicant Name: Same Phone No. _____

Email: _____

Mailing Address: _____

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

Present Use of Property: Vacant

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

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

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

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

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

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

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

Property Address: N/A

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

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

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

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____Yes _____No (Over)

Business #3:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

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

Does the business sell retail items? _____Yes _____No

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

Does the business sell liquor? _____Yes _____No

Business #4:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

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

Does the business sell retail items? _____Yes _____No

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

Does the business sell liquor? _____Yes _____No

/MENTS

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

If Yes, how many

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

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

If Yes, how many

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

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

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

PROPERTY DESCRIPTION:

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

TRACT 1:

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

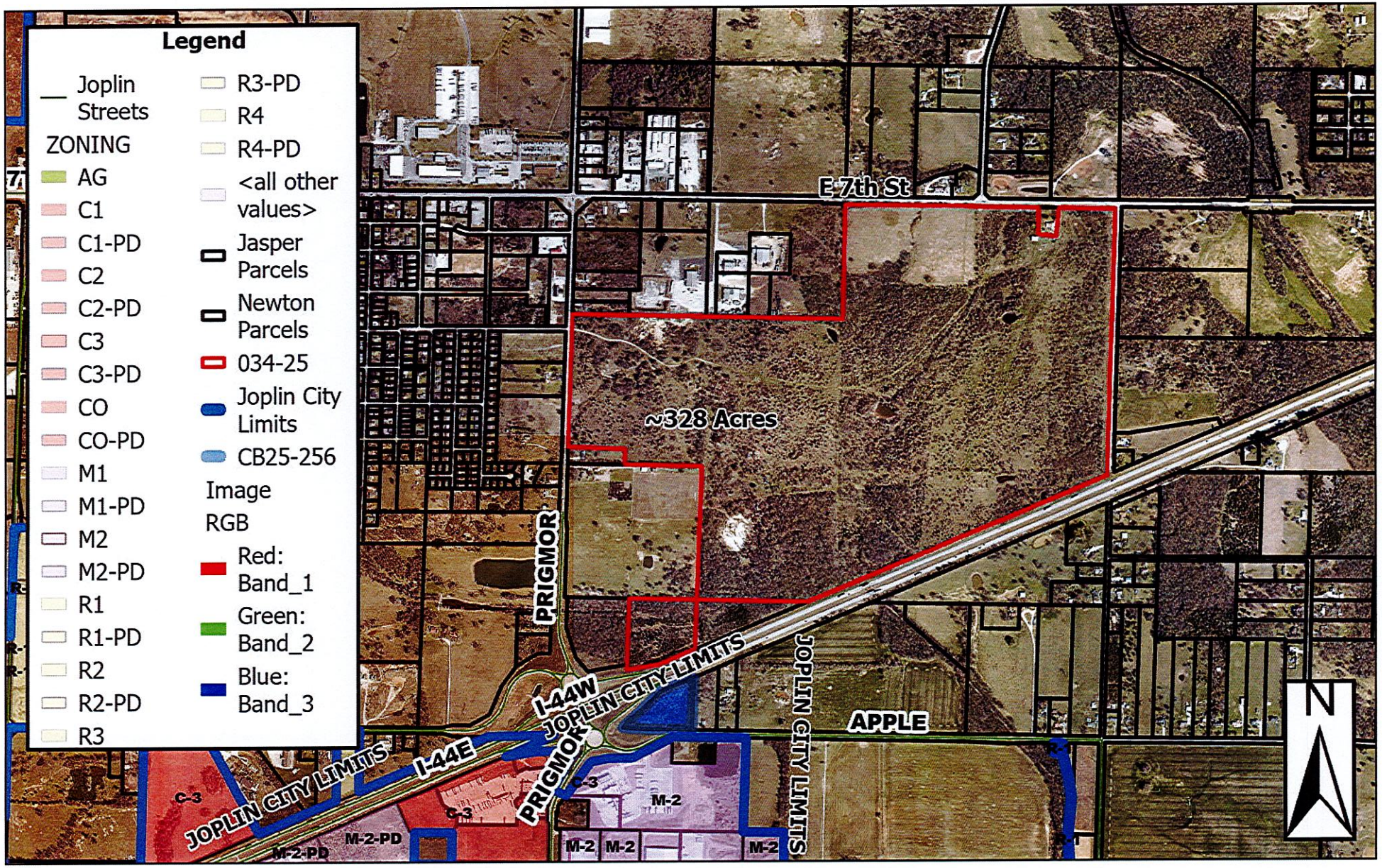
TRACT 2:

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

TRACT 3:

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

Case 034-25: Voluntary Annexation



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

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

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

COUNCIL BILL NO. 2025-285 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-288 – Drainage Easement Vacation

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

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

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:

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

PUBLIC COMMENT;

There was none.

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

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

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

APPLICANT Oak & Linen Investments, LLC.

REPRESENTATIVE Alex Kendall

LOCATION 2139 E Nashville St

EXISTING CONDITIONS

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

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

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

DISCUSSION

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

Staff recommends approving Case 036-25.

ENCLOSURES

- Application
- Map

CASE 036-25: EASEMENT VACATION

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

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

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

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

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

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

Vacation of Streets or Easements Application

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

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

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

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

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

Address: _____ Email: _____

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

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

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

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

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

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

Vacation of Streets or Easements Procedures

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

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

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

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

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

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

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

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

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

For Utility Use:

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

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

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

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

Jeremy Hoy
Authorized Representative

9/30/25
Date

City Stormwater
Name of Utility

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

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

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

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

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

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

BOOK 1260 PAGE 739

STATE OF Missouri }
COUNTY OF Jasper } ss.

On this 23rd day of December, 1982

before me, appeared James Berzina

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

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

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

My commission expires June 13, 1983

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

ETHEL R. CARPENTER NOTARY PUBLIC SEAL JASPER COUNTY, MISSOURI

139 COMPARED

Quit-Claim Deed

FROM

CITY OF JOPLIN, MISSOURI

303 EAST THIRD STREET, JOPLIN, MO.

TO

EUGENE M. MENSE, III

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

Recorded in Book at Page

Recorder.

By Deputy.

Recorder's Fee, $ 5.00

Record and Return to

Gene Mense
2161 Nashville
Joplin, Mo., 64801

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

Corporation Quit-Claim Deed

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

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

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

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

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

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

This conveyance is made subject to the foregoing reservations.

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

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

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

ATTEST:

City Clerk

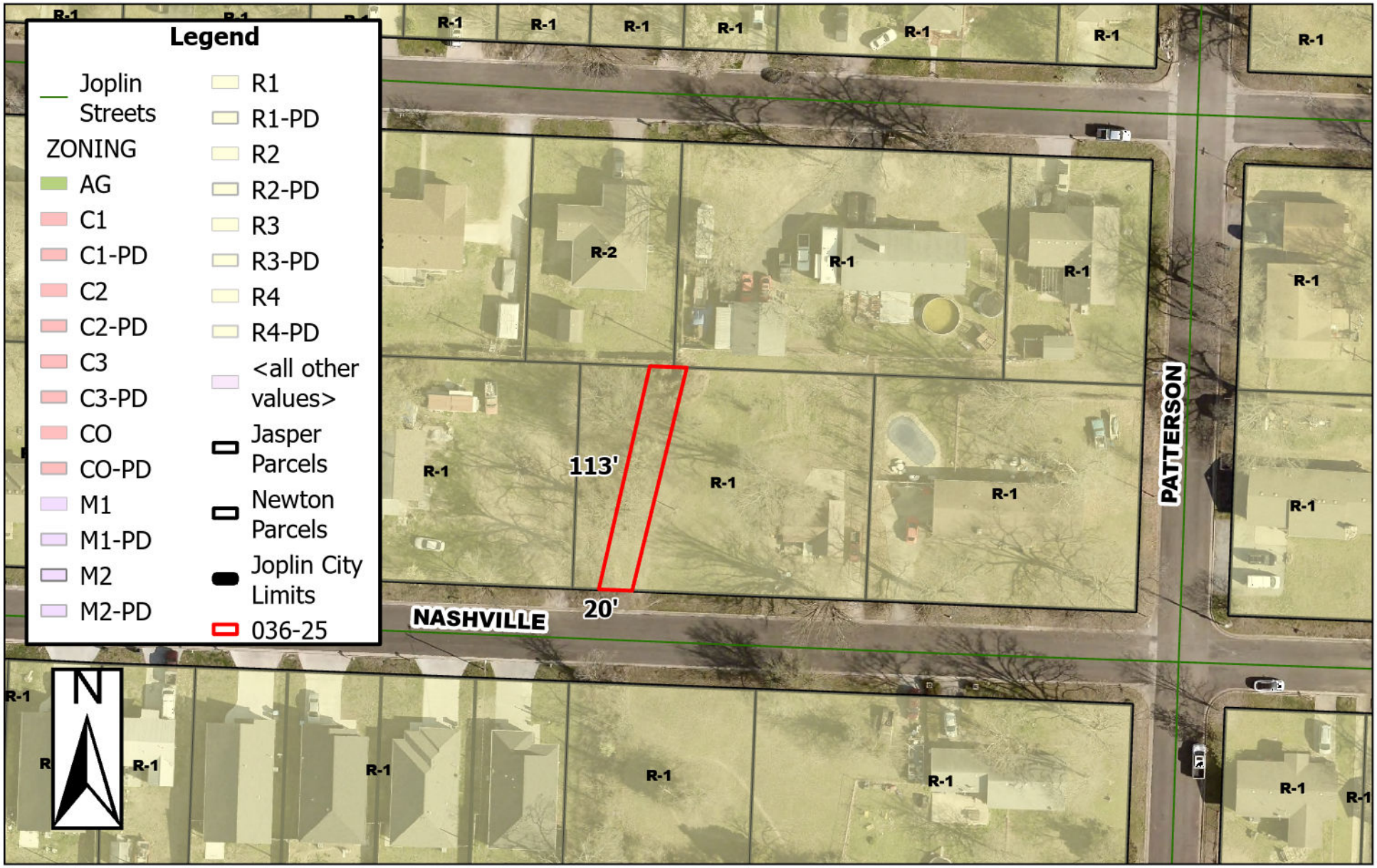
APPROVED AS TO FORM:

City Attorney

City of Joplin, Missouri

By James Berzina, President, City Manager

Case 036-25: Easement Vacation



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

0 25 50 100 150 200 Feet

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

COUNCIL BILL NO. 2025-288 ORDINANCE NO.

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

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

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

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-289 – Rezoning

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

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

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:

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

PUBLIC COMMENT;

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

fence to create screening between their use and yours.

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

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

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

LOCATION 3508 N Range Line Rd

APPLICANT Richard and Jody James

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

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

Staff recommends approval of Case 037-25.

ENCLOSURES

- Map of property
- Application

CASE 037-25: REZONING

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

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

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

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

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

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

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

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

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

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

Rezoning Application

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

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

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

Surrounding Land Use and Zoning:

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

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

Relationship to Existing Zoning Pattern:

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

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

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

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

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: 120'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

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

Rezoning Request Statement

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

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

6/17/2011 10:27:15 AM

11-09076

BOOK: 2202

PAGE: 1116-1117

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

RECORDER OF DEEDS SEAL JASPER COUNTY, MISSOURI ZC

Donna Drove

RECORDER OF DEEDS

RE#2001569

CORPORATION

Deed of Release

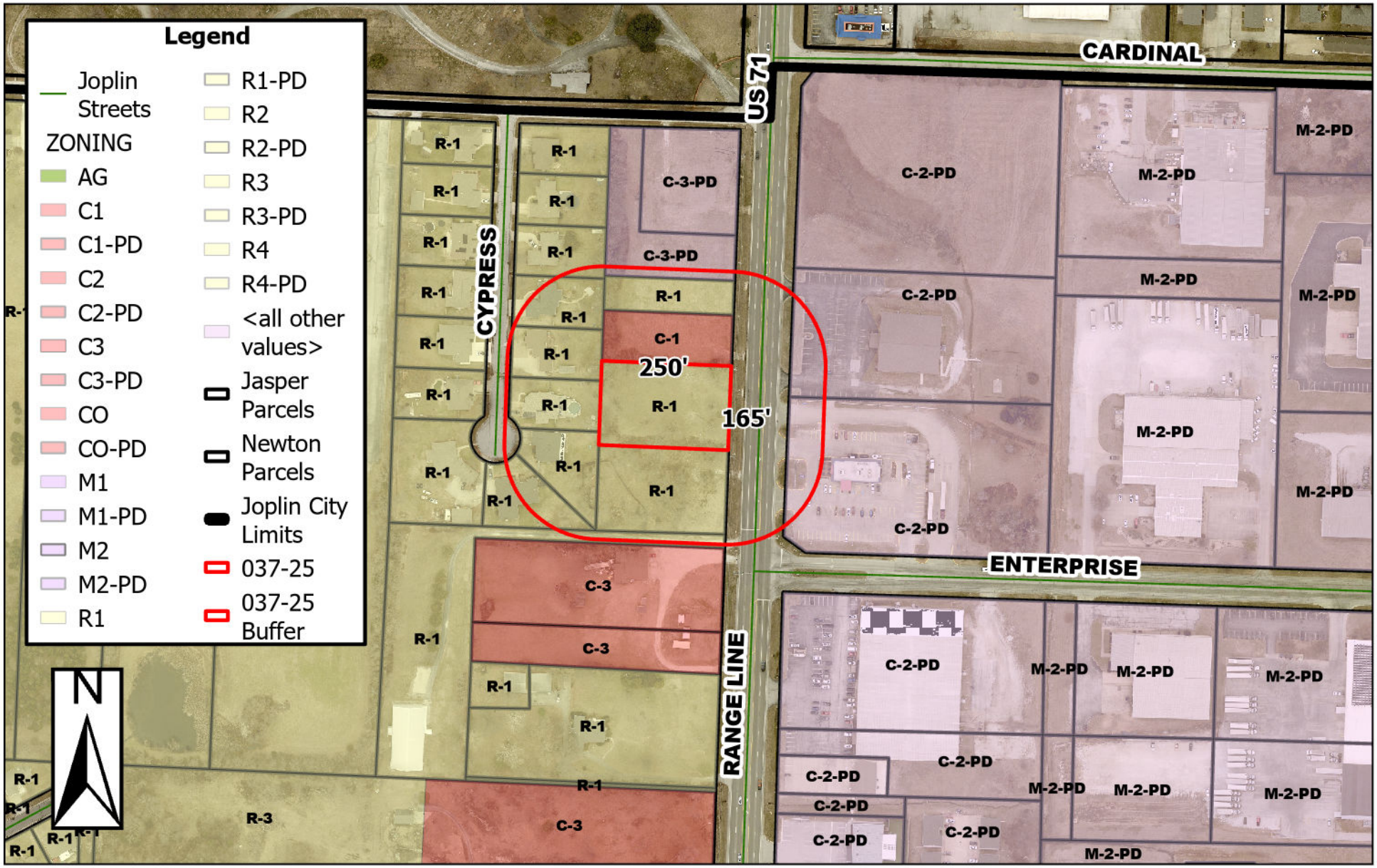
(Full)

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

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

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

Case 037-25: Rezoning



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

0 95 190 380 570 760 Feet

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

COUNCIL BILL NO. 2025-289 ORDINANCE NO.

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

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

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

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

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-015 – Special Use Permit

MEETING DATE:
December 1, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 038-25: 230 N McKinley Ave - Special Use Permit – A request for a Special Use Permit to operate a Day Care Home (1st Request) – Ashley Khadivi

BACKGROUND:

The applicant meets all of the required parking minimums and has supplied a letter from the Jasper County Health Department verifying that they do not exceed the allowable lead amounts. The applicant does not plan to care for more than ten children. The proposed hours of operation are 7:00 AM to 5:00 PM, Monday through Friday. The length of this request will be for two years.

PLANNING & ZONING COMMISSION TESTIMONY:

Ms. Ashley Khadivi represented the case. She stated that has spoken with the neighbors, and that none of them had any issue with it. She stated that she provides three off-street parking spaces in the driveway, and do not expect more than two parents at a time. The commission asked if a fire extinguisher, first aid kit, etc., would need to be present. Mr. Bellairs stated that the Fire Marshall required a life safety plan to be submitted, but beyond that, he was not aware of additional requirements. Ms. Harrington asked how long the permit is active. Mr. Bellairs stated that the permit is valid for two years, and that we have set a precedent for two renewals, with the third application being the final and permanent one. Ms. Harrington asked if the City checks on the state licensing. Mr. Bellairs stated that we do not follow up on the state licensing, but we do ensure that they are licensed with our local office. The state requires that they are licensed with us before they can get their state license.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:

Planning & Zoning Commission recommends approving Case 038-25 (7 in Favor, 0 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 038-25 A request for a Special Use Permit to operate a Day Care Home (1st Request)

LOCATION 230 N McKinley Ave, Joplin, MO 64801

APPLICANT Ashley Khadavi

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Single-Family Home	Approximately 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N McKinley Ave	Local	60′

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use, according to the Land Use Table of the Joplin Development Code.

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

The proposed use will not be detrimental to public health, safety and welfare.

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

Yes, the proposed use is found to be generally compatible with the neighborhood in which it is proposed. No alterations to the exterior structure will be made.

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

Yes, the proposed structure will be required to meet the height limitations for a single-family residence. After consultation with the applicant, staff has been informed that no alterations are being made to the exterior of the structure.

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

Per the Day Care Home Specific Use Standards in the Joplin Development Code, Article 4, Section 4: Specific Use Standards, E: Day Care (Centers and Homes), one-off street parking space must be provided for each non-resident or non-family member employee, in addition to the two-off street parking spaces required for a single-family home. The applicant has indicated that there will be no non-resident employees in the proposed Day Care Home.

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

There is no proposed impervious area being added to the site.

DISCUSSION

The applicant meets all of the required parking minimums and has supplied a letter from the Jasper County Health Department verifying that they do not exceed the allowable lead amounts. The applicant does not plan to care for more than ten children. The proposed hours of operation are 7:00 AM to 5:00 PM, Monday through Friday.

CONDITIONS

1. This Special Use Permit is issued to Ashley Khadivi for the operation of a Family Day Care Home use at 230 N McKinley Ave.
2. The permit shall be for two (2) years.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License – Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 230 N McKinley Ave shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
10. One non-illuminated detached sign shall be permitted, provided that it does not exceed two square feet, no more than six feet off the ground, at least ten feet inside the property line, and within at least ten feet of the primary entrance.
11. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map

CASE 038-25: SPECIAL USE PERMIT

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

Ashley Khadivi, 230 N McKinley Ave. Ms. Khadivi said she wants to open a daycare with up to ten kids. She doesn't know if she wants to go up that high, but that is maybe a goal. She has already talked to the neighbors immediately affected and none of them have an issue with it. When she does have extra cars there, they are there 5-10 minutes max. They have an elementary school up the road that creates more traffic. When she asked one of her neighbors if he was okay with it, and that she had already done a little bit of babysitting, he said, "what, you have?" So that shows how much she really affects the ebb and flow of the neighborhood.

Ms. Harrington asked if the property is fenced.

Ms. Khadivi if the property was fenced.

Ms. Harrington asked if she was prepared for the number of cars.

Ms. Khadivi said yes. She has three parking spaces in the driveway. They plan on parking far enough in that they can park one off the road. They do not have employees that do not live in the home. They may have one to two parents at a time. They all come at different times, so she does not anticipate a lot of traffic.

Ms. Harrington asked how many she babysits now.

Ms. Khadivi said two, on top of her current child.

Ms. Harrington asked if this is for licensing.

Ms. Khadivi said yes, and she wants to get her license with the state.

Mr. Kimble asked if they had to have a fire extinguisher, a first aid kit, etc., that would need to be on the property.

Mr. Bellairs stated the Fire Marshall required a life safety plan to be submitted with the application. Beyond that, he was not aware of any requirements he required in addition to the life safety plan he required.

Ms. Harrington asked if the licensure would cover any additional requirements as far as fire.

Ms. Khadivi said yes, they do.

Ms. Harrington asked if the length of time the permit is in place, how long that is.

Mr. Bellairs stated the standard request is two years, and we have set a precedent to take that for two renewals, with the third and final to be their permanent.

Ms. Harrington asked if we check on the state licensing periodically, or if that is just on their end.

Mr. Bellairs stated that we do not follow up on the state licensing, but we do make sure they are licensed with our local office. The state requires that they are licensed with us before they get their state license.

Ms. Harrington asked if she had to produce her license when the permit is extended at the end of the two years.

Mr. Bellairs said yes that she got her state license and was compliant with state standards.

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

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 03 8-25. THIS MOTION WAS SECONDED BY MR. SPRUCE . MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Special Use Permit Procedures

Applicability. A special use permit provides flexibility for different uses within a zoning district and allows the potential for additional uses. These uses may not be appropriate generally throughout a district, but due to the specific design and operational characteristics of the use on a particular site or due to conditions around the proposed location of the use, could be appropriate in limited circumstances. These uses require a case-specific review to determine the compatibility in a specific context and location. Special use permits may be initiated by the property owner.

The special use permit process applies to uses identified as a special use in the applicable zoning district by Article 4, Table 4-03, Use Table.

Review Criteria. A special use permit shall be reviewed according to the following criteria:

1. The application furthers the intent of the proposed zoning district, does not conflict with the intent of any abutting districts, and is otherwise determined to be consistent with the comprehensive plan.
2. Any site development or construction proposed with the use complies with the requirements of this code, including all specific conditions for the particular use.
3. Whether any additional site-specific conditions are necessary to meet the purposes, intent, or design objectives of any applicable subsections of this code or are necessary to mitigate any other potential impacts that are specific to the proposed use.
4. The impact on the public realm, including the design and function of the streetscape and relationship of building and site elements to the streetscape.
5. Compatibility with the character of the area considering building scale, building form, architectural character, landscape, and site design.
6. Compatibility with other uses or potential development in the area considering operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use, and other potential impacts on adjacent property.
7. Whether a limited period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and on-going enforcement of the permit.
8. The adequacy of drainage, utilities, police, fire, refuse collection, and other public facilities and services.
9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.
10. The recommendations of professional staff or other technical reviews associated with the application.

Review Procedure. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to special use permit applications.

1. Applications may be accompanied by site plan where they are necessary to review conformance with standards of this code and any performance criteria for the particular uses.
2. The Director shall review the application and determine if the review or comment of any other department or agency is required.

3. The Planning Commission may recommend, and the City Council may approve any additional conditions on the use including the physical development, operations, maintenance or any other limitation it feels necessary to ensure the application meets the criteria in this location.

Effect of Decision. Approval of a special use permit, and satisfaction of all conditions of the special use permit, shall authorize the applicant to apply for a building permit, and other applicable permits. Approval shall be valid for one year, and any application not acted upon within this period shall be void and require a new application. A special use permit shall expire at end of any period specified in the permit, or if the use is abandoned for more than 12 months. Any expansion or other change in scale, intensity or operation of the use that could increase its impact shall require the permit to be amended through the same process as the original approval. A special use may be revoked through the same procedures granting the use, upon a finding that the conditions of approval have not been met, or the use has otherwise violated the provisions of this code or any other applicable law.

Special Use Permit Application

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

Office Use Only
Case No.: 038-25
Filing Fee: $600.00
Received: 10/2/25
Date Advertised:
Proj. No.: 25-061
Public Hearing Date: 11/10/25

Applicant: Ashley Khadivi Phone No.: 417-455-6504

Address: 230 N Mckinley Ave Email: amraby0930@gmail.com

Owner: Kaeron and Ashley Khadivi Phone No.: 417-455-6504

Address: 230 N Mckinley Ave Email: Same

Location of Property: 230 N Mckinley Ave

Present Use of Property: Single-Family Home

Proposed Use of Property: Residential Day Care Home

Current Zoning: R-1 Acreage:

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single-Family Residential	R-1
South		
East		
West		

Character of the Neighborhood: Low-Density Residential

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

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

If yes, what length of time? 2 years

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

Parking: 2 req + 1 for every non-res employee

Hours of Operation: 7a-5p

Days of Operation: Monday through Friday

Number of Off-street Parking Spaces: 3 we have 0 non-res employees

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

Number of Employees and/or Assistants: 2

Nature of Business: Day care

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

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

Jasper County will perform tests

Letter from appointed testing facility-lead levels 500 parts per million or less

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

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

Signature: Ashley Khachi **Date:** 10/2/25

- Is deemed necessary for the public convenience at that location
    - Yes, it's down the street from an elementary school. So, it will be convenient for parents to drop their older kids off at school and then swing by my location to drop off their younger kids. This section of town also doesn't have many daycares, so it will provide an option of childcare.
- Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
    - Yes, it doesn't interfere with public health, safety or welfare.
- Is found to be generally compatible with the neighborhood in which it is located.
    - Yes, I have spoken to all of the nearby neighbors and everyone agrees, it doesn't interfere with the daily lives of anyone.
- Will comply with the height and area regulations of the district in which it is located unless specifically granted
    - Yes, I have no intentions of doing any major remodeling, but would definitely get it approved before attempting to do such a thing.
- Off street parking and loading areas will be provided in accordance with the standard set forth in the zoning regulations and such areas will be screened from adjoining resident uses and located so as to protect each residential use from injurious effect.
    - We have a total of 3 off street parking spots, but parents picking up and dropping off chose to park on the street, they are not there longer than 5 or so minutes and do not interfere with the neighborhood. My neighbors agree.
- Adequate utility, drainage, and other necessary facilities have been or will be provided.
    - I do not believe any of those are needed past the standard housing facilities already installed.

- One copy of the necessary, descriptive materials related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazard; how the proposed use will benefit the city of dropping.
    - Traffic is not impacted as parent cars are not parked long, and there will not be many parents to begin with. I will only have up to 10 kids.
    - There is no additional fire hazard associated with the proposed use.
    - If anything, it will help the character of the surrounding properties by being a daycare that people can list on their listing to sell their home.
    - The city of Joplin can always benefit from additional childcare which would allow more parents to get jobs or open businesses to further grow the economy of Joplin. Daycare is a vital resource needed to keep businesses running



3219

JASPER COUNTY HEALTH DEPARTMENT
105 Lincoln
Carthage, MO 64836
Phone (417) 358-3111 * Fax (417) 358-0494

September 12, 2025

Kaevon Khadivi
230 N McKinley Ave.
Joplin, MO 64801

Subject: Heavy Metal Sampling at 230 N. McKinley (H Fenix Add S 16' Lot 214 & N 37' Lot 215)

To Whom It May Concern,

This letter is to report the results of the soil sampling for heavy metals that was conducted on September 12, 2025, at 230 N. McKinley Ave. in Joplin, MO. Sampling showed that the property was below Jasper County Environmental Contamination Ordinance allowable limits for lead (400 ppm) and cadmium (75 ppm). Any fill dirt brought onto the property should be certified to contain less than 100 parts per million (ppm) lead and 40 ppm cadmium.

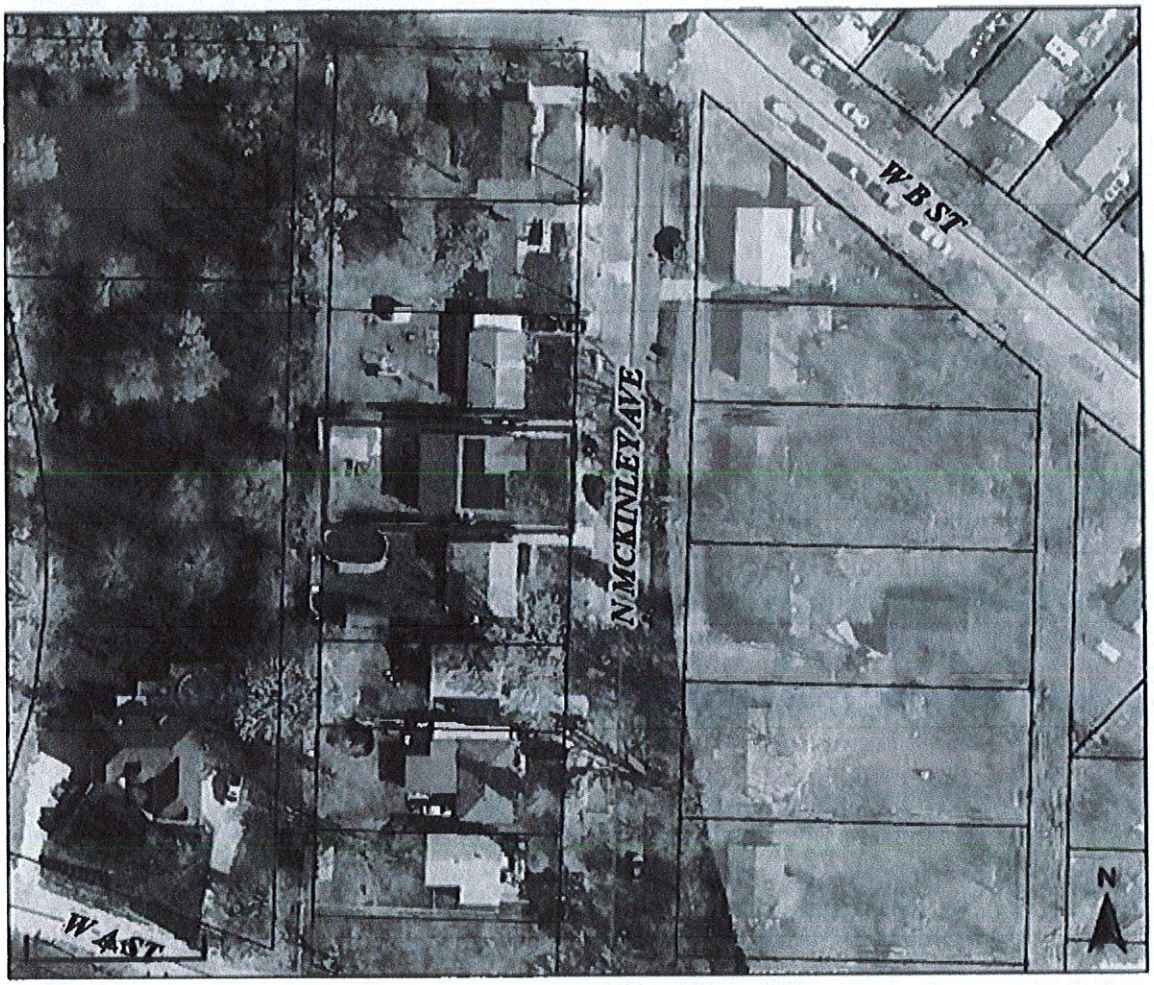
If you have any questions, please contact me at 417-358-0480.

Sincerely,

Kyle Marrett
Lead Inspector/EPHS I

Public Health
Prevent. Promote. Protect.

Beacon™ Jasper County, MO





Legend

- County Boundary
- Parcels
- Local Roads
- Mine Areas
- Smelter
- EDR Zone

Parcel ID	19200421019009000	**Alternate ID**	31-005860-0000	**Owner Address**	KHADIVI KAEVON
Sec/Twp/Rng	4-27-33	**Class**	R		230 N MCKINLEY AVE
Property Address	230 N MC KINLEY AVE	**Acreage**	0.1582		JOPLIN, MO 64801
District	114				

Brief Tax Description H FENIX ADD S 16' LOT 214 & N 37' LOT 215
(Note: Not to be used on legal documents)

Any split parcels recorded after the middle of May will not display until the next tax year.

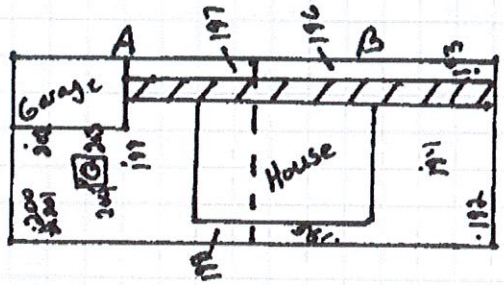
Date created: 9/11/2025
Last Data Uploaded: 9/11/2025 1:44:02 AM

Developed by SCHNEIDER GEOSPATIAL

TITLE 230 N. McKinley Joplin, MO (0.16 acres) PROJECT 3219 Initial Tested & Reported on 9/12/25

Continued From Page

Parcel ID: 19200421019009000



Key
S# = Sample number
. = Surface sample
Zn = Zinc
Pb = Lead
Cd = Cadmium
nd = Not detected
○ = 12" depth
□ = 18" depth
★ = QA

S#	Zn	Pb	Cd
192	325	70	nd
193	469	60	7
194	356	59	nd
195	656	116	13
196	406	106	nd
avg B	442	82	16
197	635	82	nd
198	727	158	13
199	778	132	11
200	906	65	27
202	996	110	nd
avg A	806	109	18
○ 203	820	76	21
□ 204	591	98	8

S#	Standards
189	Resolution: 142.5
190	SiO2 : Pb 43
191	sdorm: Pb=824

Continued To Page

SIGNATURE

DATE 9/12/25

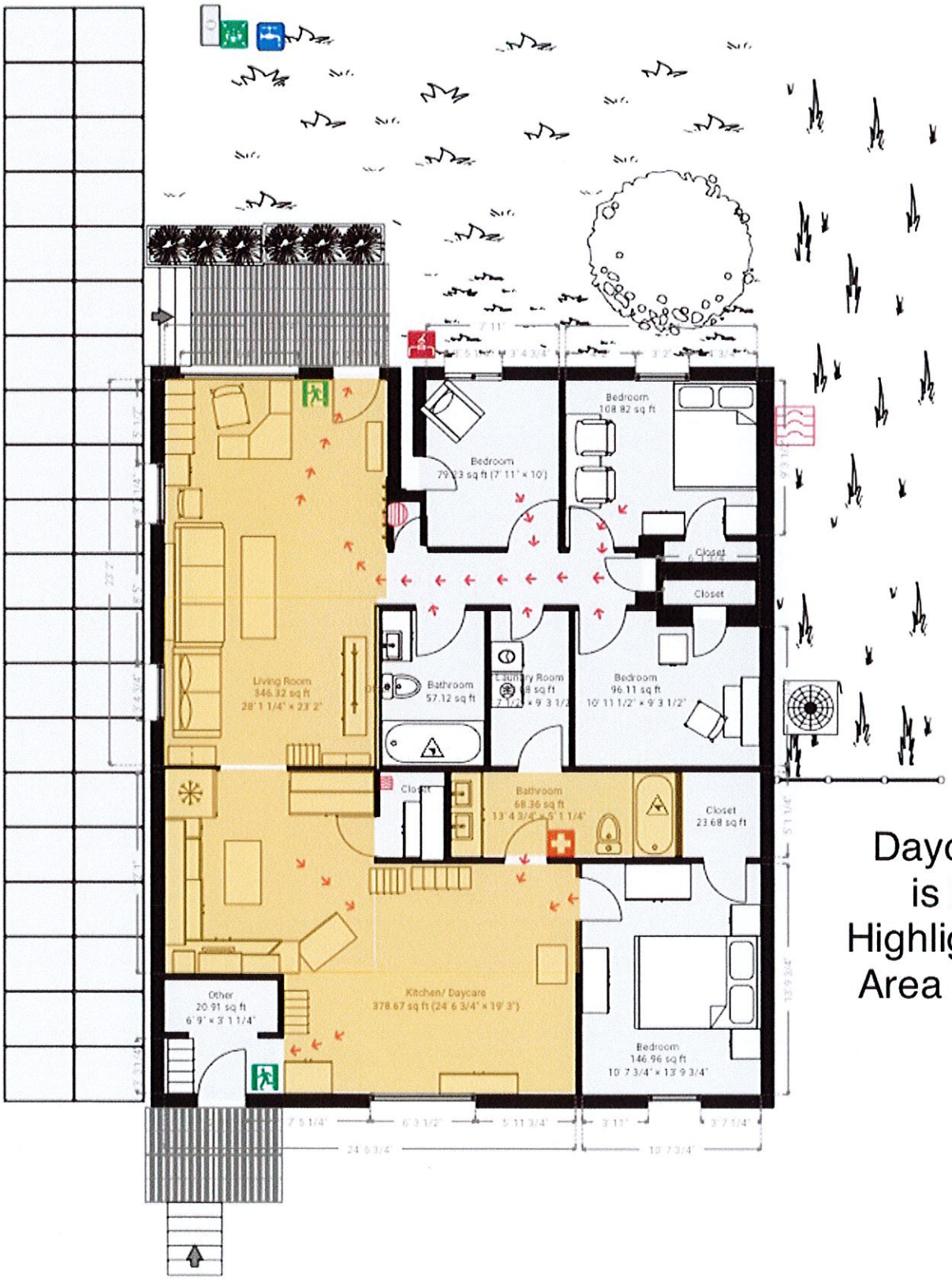
Ash's Angels Childcare Emergency Plan

230 North McKinley Avenue, 64801 Joplin, Missouri, US
TOTAL AREA: 1645.02 sq ft · LIVING AREA: 1645.02 sq ft · FLOORS: 1 · ROOMS: 16

magicplan

▼ Ground Floor

TOTAL AREA: 1645.02 sq ft · LIVING AREA: 1645.02 sq ft · ROOMS: 16

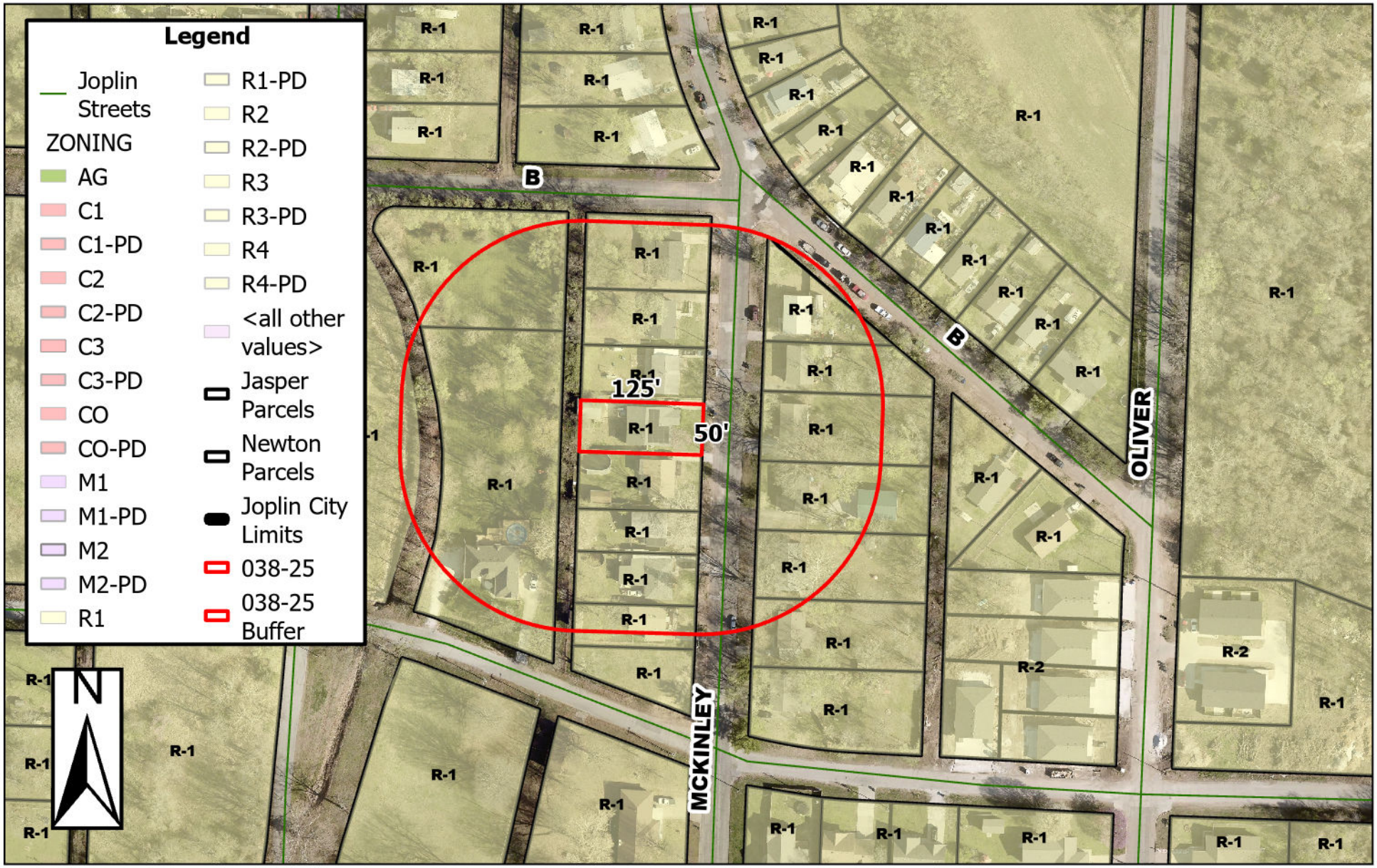


Daycare is in Highlighted Area Only

THIS FLOOR PLAN IS PROVIDED WITHOUT WARRANTY OF ANY KIND. SENSOPIA DISCLAIMS ANY WARRANTY INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY OR ACCURACY OF DIMENSIONS.

0' 4' 8' 12' 16'
1:109

Case 038-25: Special Use Permit



230 N McKinley Ave – Special Use Permit – A request for a Special Use Permit to operate a Day Care Home (1st Request) – Ashley Khadavi

0 50 100 200 300 400 Feet

RESOLUTION NO. 2025-015

A RESOLUTION granting a Special Use Permit (1st Request) for a Family Day Care Home, located at 230 N McKinley Ave, City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on December 1, 2025, in compliance with said request.

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

That a Special Use Permit be granted to Ashley Khadivi for a Day Care Home at property located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF THE SOUTH 16 FEET OF LOT NUMBERED TWO HUNDRED FOURTEEN (214) AND THE NORTH 37 FEET OF LOT NUMBERED TWO HUNDRED FIFTEEN (215) IN HAROLD FENIX ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

1. This Special Use Permit is issued to Ashley Khadivi for the operation of a Family Day Care Home use at 230 N McKinley Ave.
2. The permit shall be for two (2) years.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License – Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 230 N McKinley Ave shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
10. One non-illuminated detached sign shall be permitted, provided that it does not exceed two square feet, no more than six feet off the ground, at least ten feet inside the property line, and within at least ten feet of the primary entrance.
11. Any other conditions set by the City Council of the City of Joplin.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2025-291 – Approving an agreement per the Enhanced Enterprise Zone Abatement Guidelines with AM Properties Two, LLC.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 1, 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 council bill is a request by AM Properties Two, L.L.C. doing business as Allgeier Martin and Associates, Inc. (AMA). AMA is requesting a partial abatement of the ad valorem taxes on a new addition they are currently constructing onto their existing building in the Crossroads Industrial Park at 7231 E. 24th St. The taxes would be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
AMA is currently completing an addition onto their existing building. Part of the incentive packaged offered to AMA includes the partial abatement of ad valorem taxes through the EEZ program.

AMA is an established consulting engineering firm providing civil engineering, surveying and related services in the Midwest. With a staff of over 120 employees representing diversified disciplines, they currently provide expertise and assistance for a wide variety of clients and projects.

AMA built a new 32,000 sq. ft. facility in the Crossroads Industrial Park in 2012. They are currently constructing a 12,900 sq. ft. addition. The expanded business operation and will create 12 new jobs within 6 years. The company projects they will create four new full-time jobs within two years. The average annual wage of the newly created jobs is approximately $70,000 with benefits which is approximately 138% of the average county average wage ($50,627). The investment by the company into the new addition (real property) is approximately $3.7 million. An additional $400,000 will be spent on FF&E (furnishings, fixtures, & equipment). Under the State of Missouri regulations for the Enhanced Enterprise Zone program, communities must offer a minimum of 50% tax abatement of the ad valorem taxes for 10 years to companies that create at least two jobs. This amount and term is identified as the "base" in the Enhanced Enterprise Zone Tax Abatement Guidelines (see Exhibit B) that was adopted by the Joplin Area Enhanced Enterprise Zone Board.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval of this agreement and offer the base amount of abatement per the Enhanced Enterprise Zone Tax Abatement Guidelines on an emergency basis per Section 2.12, (5) of the Home Rule Charter of the City of Joplin, Missouri, since the ordinance determines the tax rate and assessments, and as such, is considered an emergency.

ATTACHMENTS
CB 2025-291
Exhibit A – Legal Description
Exhibit B – EEZ Tax Abatement Guidelines
Notice of Intent (NOI)
Map

COUNCIL BILL NO. 2025-291 ORDINANCE NO.

AN ORDINANCE, authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing and emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created by Allgeier Martin and Associates Inc. and are in the field of office/professional services and,

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes on only the new improvements made to property located at 7231 East 24th Street more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of fifty percent (50%) commencing January 1, 2026 and continuing to and ending after December 31st, 2035.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Allgeier Martin and Associates, Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Allgeier Martin and Associates, Inc has twenty-four months beginning January 1, 2026 to create 4 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12, (5) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance determines the tax rate and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING PART OF THE NORTH HALF (N1/2) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF (NW1/4 NE1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE S01°40'54"W A DISTANCE OF 1222.85 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4) TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44) AND THE POINT OF BEGINNING;

THENCE N67°05'33"E A DISTANCE OF 416.57 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;
THENCE S22°54'27"E A DISTANCE OF 279.46 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;
THENCE N89°21'45"W A DISTANCE OF 232.33 FEET ALONG SAID SOUTH LINE;
THENCE S20°38'13"E A DISTANCE OF 407.66 FEET;
THENCE N89°10'27"W A DISTANCE OF 417.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4) OF SAID SECTION 15;
THENCE N89°10'27"W A DISTANCE OF 69.64 FEET;
THENCE N22°54'27"W A DISTANCE OF 397.88 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44);
THENCE N67°05'33"E A DISTANCE OF 34.83 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, SAID POINT BEING 203.50 FEET WESTERLY (N89°15'06"W) OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE N67°05'33"E A DISTANCE OF 223.76 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS, IF ANY.

CONTAINING 6.36 ACRES (277,142 SQUARE FEET) MORE OR LESS.

EXHIBIT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~	10 yr /100% ~~5yr / 75%~~
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 50%~~	~~15 yr / 100%~~	~~15 yr / 100%~~ ~~5yr / 50%~~
140% CAW	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~2 yr / 75%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~ ~~5 yr / 50%~~	~~20 yr / 100%~~

Base: 10 yr / 50% for companies creating a minimum of two jobs in the targeted clusters, or not in the targeted clusters with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

Missouri Department of
Economic Development

Missouri Works Program

Notice of Intent (NOI)

New Jobs Programs

PROJECT REQUIREMENTS (Net new jobs must be created within 2 years of the NOI approval) Note: "Existing" means that the company has operated in Missouri for a minimum of 10 years.						
√ One	Program Category	Minimum New Jobs	Minimum New Private Capital Investment	Minimum Average Wage for New Jobs	Health Insurance Offered and Paid at Least 50%	Program Benefits *Discretionary incentives may be available if certain criteria are met.
✔	**Zone Works** (Must be located in an Enhanced Enterprise Zone.)	2	$100,000	80% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.
	Rural Works (All counties except Boone, Buchanan, Clay, Greene, Jackson, St. Charles, St. Louis County and City)	2	$100,000	90% of County Average Wage	Yes	Same as Zone Works (above).
	Statewide Works	10	N/A	90% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.*
	Mega Works 120	100	N/A	120% of County Average Wage	Yes	6% of new payroll for 5 years, or 6 years for existing MO companies.*
	Mega Works 140	100	N/A	140% of County Average Wage	Yes	7% of new payroll for 5 years, or 6 years for existing MO companies.*
	Deal Closing Fund	10	N/A	100% of County Average Wage	Yes	Tax Credit within 1 year (must meet certain criteria and receive proposal from DED).
	Qualified Military Projects	10	Real or Personal Property Amount as outlined in the Proposal	90% of County Average Wage	Yes	A term no longer than 15 years. Tax Credits equal to estimated withholding taxes

Mail this Form to:

Missouri Department of Economic Development, Business and Community Solutions
PO Box 118, 301 W. High Street, Room 770, Jefferson City, MO 65102-0118
Phone: 573-751-4539
https://ded.mo.gov/programs/business/missouri-works **E-mail:** ded_bcs.moworks@ded.mo.gov

Missouri Department of
Economic Development

MISSOURI WORKS PROGRAM
NOTICE OF INTENT (NOI)

APPLICANT COMPANY INFORMATION

Qualified Company or Parent Company	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
AM Properties Two, LLC	27-0746624	

Address of Project / Primary Facility	Number of Current Full Time Employees at this facility	126	Number of Facilities in Missouri	1
7231 E 24th Street				

City	County		Zip Code +4
Joplin	Jasper	Missouri	64804

Tax year of Company	☑ Calendar	☐ Other (Please Describe)	Beginning: MM/DD	Ending: MM/DD

Does the applicant use any of the following? ☐ Payroll Provider ☐ Professional Employer Organization (PEO) ☐ Common Paymaster
(If the company uses a PEO, please provide DED with a copy of the PEO agreement.)

CONTACT INFORMATION (Please provide two (2) people that DED may contact directly regarding this program. At least one must be a company contact.)

Contact Person	Title
Christopher Erisman	First Vice President/Treasurer

Address	City	State	Zip Code
7231 E 24th Street	Joplin	MO	64804

Telephone Number	Fax Number	E-mail
417-680-7380		chris.erisman@amce.com

Contact Person	Title
JoBeth Shumaker	VP - Finance

Address	City	State	Zip Code
7231 E 24th Street	Joplin	MO	64804

Telephone Number	Fax Number	E-mail
417-680-7197		jobeth.shumaker@amce.com

TYPE OF BUSINESS

☐ Fiduciary ☐ C-Corp ☐ S-Corp ☑ LLC ☐ Sole Proprietor ☐ Partnership ☐ Non-Profit ☐ Other_____

OWNERSHIP: Percent of total ownership for **ALL TYPES OF BUSINESSES** must total 100% except for C-Corps. For C-Corps, please attach a list of the Board of Directors and anyone with a 10% or more ownership interest. See the Missouri Works Program Guidelines for the definition of "Owner" by business type.

Name(First, MI, Last) or Company / Trust	DOB	% Ownership	Name(First, MI, Last) or Company / Trust	DOB	% Ownership
CHRISTOPHER L ERISMAN	11/28/197	25 %	KURT E HIGGINS	04/12/1969	25 %
STEVEN C MCNABB	02/06/196	25 %	BARTON J NICHOLS	08/16/1966	25 %
		%			%

Is this company owned 51% or more by women?	☐ YES	☑ NO	Is the company publicly traded?	☐ YES	☑ NO	Symbol

PROJECT INFORMATION

Was the Company offered a Proposal by DED for this project?				☐ YES	☑ NO
IF YES:	Date of the Proposal		Name of Company or Project Name on Proposal		
Has the company performed significant, project-specific site work at the project facility?				☑ YES	☐ NO
Has the company purchased any machinery or equipment related to the project?				☑ YES	☐ NO
Has the company publicly announced its intention to make new capital investment at the project facility?				☑ YES	☐ NO
Is the Project facility the company's permanent facility? If no, explain on additional sheet of paper.				☑ YES	☐ NO
Does the company participate in an employee stock ownership plan?				☑ YES	☐ NO

Is the applicant delinquent in the payment of any non-protested taxes or any other amounts due to the state or federal government or any other political subdivision?	☐ YES	☑ NO
Has the company filed for or publicly announced its intention to file for bankruptcy protection?	☐ YES	☑ NO
Will any additional locations be included as part of the project? (Must be within 60 miles of each other.)	☐ YES	☑ NO
Will any additional companies be creating investment or new jobs for this Project?	☑ YES	☐ NO

Please list any additional companies and/or facilities to be included as part of the project on the Facility Detail Worksheet.

Company Name	Address	City	County	FEIN
Allgeier, Martin and Associates, Ir	7231 E 24th Street	Joplin	Jasper	43-1146318

HEALTH BENEFITS

Will the company offer health benefits to all full-time employees at all facilities in MO and pay at least 50% of the premium? (Cannot be a reimbursement or stipend paid to employee for ACA Exchange.)		☑ YES	☐ NO
Name of the Health Insurance Company	Fusion Health/Cigna	Percentage paid by employer:	75 %

PROJECT FACILITY INFORMATION (Choose one.)

☐ New to MO	☐ New additional facility in MO	☑ Expansion of existing facility	☐ Replacement of existing facility	☐ Relocation of existing facility.

If Relocating, please indicate county and state from which relocating.	**County:**	**State:**
Check the box if project facility is located in a:	☐ Advanced Industrial Manufacturing (AIM) Zone	☐ State Tax Increment Financing (TIF) District
If this is a relocation/replacement: May require a Letter of Release from County	From where: (Current Address)	To where: (Future Address)
Describe the business activities conducted at the facility:	Consulting Engineering	
List all other federal and state programs for which this facility is applying or is currently utilizing.		
When does the Company plan to meet program requirements and start program benefits? (MM/YYYY)	12/31/2026	

Job Title	# of New Jobs	Annualized Wage of New Job
Engineer	4	85,000
Technician	3	70,000
Field Personnel	3	60,000
Office Staff	2	55,000
Total		840,000
Average Wage	70,000	

Years of Benefits	# of New Jobs Per Year	Amount of Capital Investment Per Year
Year 1	2	$ 500,000
Year 2	2	$ 500,000
Year 3	2	$ 500,000
Year 4	2	$ 500,000
Year 5	2	$ 500,000
Year 6*	2	$ 500,000
Total	12	$ 3,000,000

Has the Company been operating and had employees in Missouri for ten years or more? (If 'Yes' complete **Year 6** above.)	☑ YES	☐ NO

* To qualify for 6 years of benefits, the company must provide documentation such as a Personal Property paid receipt or MO Tax Return from at least 10 years ago.

RELATED COMPANIES: If any of the answers below are 'YES' please list the additional companies and/or facilities with locations in Missouri on the Facility Detail Worksheet.

Does the **applicant company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☐ YES	☑ NO
Does the **parent company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☐ YES	☑ NO
Do any of the **individual owners** of the applicant company own or operate any **other** companies in Missouri?	☐ YES	☑ NO

All other Missouri operations as identified above are assumed to be *Related Facilities* as identified in RSMo 620.2005 which may affect program benefits. If the facilities are NOT *related*, please provide a detailed explanation as to why the facilities are not *related*.

CERTIFICATION

I certify the following:

1. I am at least 18 years old.
2. I have authority to make the representations on behalf of the undersigned Applicant with respect to this Notice of Intent form and all accompanying documents, whether submitted simultaneously or in a supplemental manner (collectively "the NOI").
3. I have authority to submit the NOI to the Missouri Departmentof Economic Development (DED) on behalf of the Applicant.
4. The Applicant understands that the NOI and the information contained in it are material representations of fact upon which DED will rely in determining whether to authorize and issue Missouri Works Program incentives. If it is later determined by DED that the Applicant knowingly provided inaccurate information or knowingly omitted material information in its NOI, in addition to other remedies available, DED may deny the NOI or may terminate an authorization of incentives based on the NOI for cause or default.
5. The Applicant reviewed the NOI and certifies, to the best of its knowledge and belief, that the information in the NOI is accurate and complete as of the date submitted to DED.
6. The Applicant agrees that it must provide immediate written notice to DED if at any time the Applicant learns that the NOI contained inaccurate information when submitted to DED or that information has become inaccurate due to changed circumstances.
7. The Applicant authorizes DED to verify the information in its NOI from any source, including,but not limited to, other Missouri state agencies.
8. The Applicant ☐ is ☒ is not delinquent with respect to any non-protested Missouri state taxes (state income, state sales and use, and state insurance). (If answer is affirmative, provide explanation on a separate sheet of paper.)
9. The Applicant ☐ is ☒ is not a named party in any pending or threatened lien actions or other litigation that would materially impact the Applicant's viability. (If answer is affirmative, provide explanation on a separate sheet of paper.)
10. The Applicant, Applicant's owners, principals, and executives:

    a.☐ have ☒ have not within the three-year period preceding this Application, been found guiltyof a felony;

    b.☐ are ☒ are not currently under indictment for or charged with a felony; and,

    c.☐ are ☒ are not currently on parole or probation for a felony.

    (If any of the above answers is affirmative, provide explanation on a separate sheet of paper.)
11. The Applicant hereby affirms it does not and will not knowingly employ an unauthorized alien (as defined in § 285.525, RSMo) in connection with the project that is the subject of the NOI, for the duration of the project. § 285.530, RSMo.
12. The Applicant hereby affirms it is enrolled in, and will continue to participate in, the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with activities to be conducted under the project that is the subject of the NOI, for the duration of the project.
13. Applicant is providing a copy of its E-Verify Memorandum of Understanding with the U.S. Department of Homeland Security as an attachment to this NOI. § 285.530, RSMo.
14. The Applicant understands that if it is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the documentation required by federal law, the Applicant may be ineligible for any state-administered or -subsidized tax credits, tax abatements, or loans for a period of five years following any such finding. § 285.025, RSMo.
15. Neither the operations of the Applicant nor the receipt of the requested incentives would violate any existing agreement of Applicant's.
16. The Applicant has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the project that is the subject of the Application.

17. The Applicant hereby affirms, pursuant to § 135.802.12, RSMo that it has read and understands the Missouri Works Guidelines, and the notice on this NOI form which informs the Applicant of the requirements of the Tax Credit Accountability Act of 2004, as amended (§§ 135.800-.830, RSMo), including the reporting requirements of § 135.805, RSMo, and the penalty provisions of § 135.810, RSMo.
18. The Applicant agrees to give DED, the Missouri Department of Revenue, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Applicant related to the NOI in order to conduct inspections, audits, or other investigations. The Applicant also agrees to give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

Barton Nichols

Signature of Authorized Representative of Applicant

Barton Nichols

Type or Legibly Print Name of Authorized Representative of Applicant

CEO

Type or Legibly Print Title of Authorized Representative of Applicant

AM Properties Two, LLC

Type or Legibly Print Applicant's Name

State of MO)
) ss.
County of Jasper)

On this 2nd day of October, 2025, before me, the undersigned notary public, personally appeared Barton Nichols [name of Applicant's authorized representative], CEO [authorized representative's title or office] of AM Properties Two, LLC [name of Applicant entity], proved to me through identification documents or personally known to me to be the person who signed this document in my presence, and acknowledged to me that such person signed it voluntarily for its stated purpose on behalf of the entity.

TAMMY S. REED
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Sept. 11, 2028
Commission #12410046

Tammy S. Reed
Notary Public

REQUIRED ATTACHMENTS

CHECK BOX	ATTACHMENTS
☑	**Diversity Hiring Plan**—For Program Agreements effective as of or after 8/28/2019, provide a hiring plan that illustrates good faith efforts to employ racial minorities, contractors who are racial minorities, and contractors who employ at a minimum racial minorities commensurate with percentage of minorities in State of Missouri. The plan must include monitoring of effectiveness of outreach and recruitment strategies in attracting diverse applicants.
☑	**E-Verify Memorandum of Understanding (MOU)** - The company must register with the E-Verify program and submit an executed Memorandum of Understanding. We need the E-Verify for each company that is hiring employees, if those employees are used to qualify for Missouri Works. For more information regarding E-Verify, visit their web site at https://e-verify.gov. **Must be electronically signed by Company & DHS-USCIS.**
☑	**Health Insurance** - Please attach a copy of the employer health insurance plan that is provided to new hires. Cannot be a reimbursement or stipend paid to employee for coverage obtained through an ACA Exchange.
☑	**Multiple Worksite Report** – If applicant has multiple facilities within the state, please complete the Multiple Worksite Report (MWR) – BLS 3020 for the duration of the program benefits, including the twelve (12) months prior to the date the Notice of Intent is received by DED.
☐	**Organization Chart** – Attach a complete organizational chart illustrating the *Qualified Company*'s ownership to include any subsidiaries owned by the parent company or by the *Qualified Company*.
☑	**Facility Detail Worksheet** - Please list any *Related Companies* and their locations within Missouri, and any other Missouri facilities operated by the *Qualified Company*.
☐	**Determination of Related Facility Worksheet** – If the applicant company has multiple facilities within the State or has *Related Companies* with facilities operating in the State, please complete and attach the Determination of Related Facility Worksheet for each facility.
☐	**Tax Clearance** - DED will notify the company if a Form MO-943 needs to be submitted to the Department of Revenue. If multiple entities are participating in this project, a Certificate of tax Clearance is required for each entity.

Please Note: When the Notice of Intent is received, DED will send the Company the Base Employment Information template. The information requested in this spreadsheet is used to calculate the project facility base employment, project facility base payroll, and the related facility base employment (if applicable). The Company's timely response is required. Data should be submitted as an Excel file.

If these documents contain any material that the Company considers to be closed records pursuant to Section 620.014, RSMo, each page must be clearly marked as 'Confidential' and the Company must provide a written explanation of how releasing the information would endanger the competiveness of the business, or any other reason for seeking confidentiality.

Tax Credit Accountability Act of 2004 Annual Reporting Requirements and Penalty Provisions

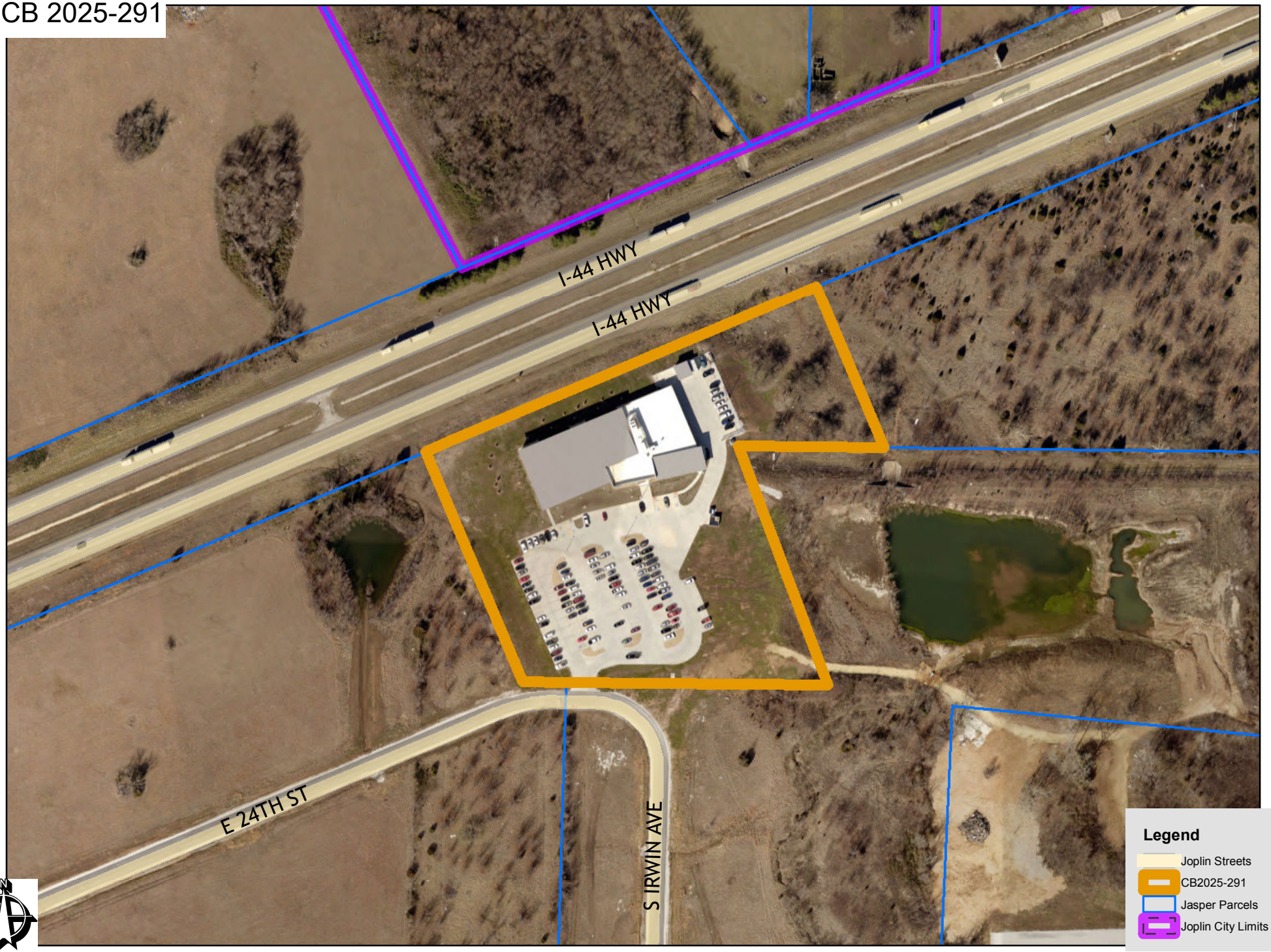
All tax credit recipients must be familiar with the annual reporting requirements and penalties for non-compliance established under the Tax Credit Accountability Act of 2004 (§ 135.800-.830, RSMo). The responsibility for compliance falls upon the tax credit recipient.

Recipients of tax credits are required to submit the Tax Credit Accountability Act Reporting Form to the Department of Revenue. You may contact (573) 526-8733 (Personal Tax) or (573) 751-4541 (Corporate Tax) with any questions.

NOTE: Failure to file the first annual report for more than three months shall result in a PENALTY of 1% of the value of the credits for each month of delinquency, provided such penalty shall not exceed a maximum of ten percent of the value of the credits issued. Failure to file the second or third annual reports for more than three months shall result in a PENALTY of 1.5% of the value of the tax credits for each month of delinquency up to up to a maximum of 20% per report. Fraud in the application or reporting process shall result in a penalty equal to 200% of the credits issued.

If you or someone you know served in the U.S. Armed Forces, we encourage you to visit http://veteranbenefits.mo.gov or call (573) 751-3779 to learn about available resources.

CB 2025-291



Date: 12/10/2012

1 inch = 200 feet

JOPLIN CITY COUNCIL
NOVEMBER 17, 2025
MEETING MINUTES

CALL TO ORDER
The November 17, 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 Robert S. Thurman American Legion Post 13 Honor Guard.

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

PRESENTATIONS
KC26 FIFA World Cup Preparation and Impact

Jim Rowland, presented.

Memorial Hall Proposal
Members of Friends of Memorial Hall, presented.

Mr. Thompson addressed council on this topic and submitted a detailed memo regarding the record of conflicts of interest, failed redevelopment patterns, pre-positioning behavior and improper committee overlap concerning Memorial Hall.

Motion by Mr. Copple, second by Mr. Lawson to bring back a Memorandum of Understanding for Memorial Hall project at the December 1, 2025, meeting. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw 9.

Finance Committee Update

Russ Alcorn, Chair of the Finance Committee, presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS
Amanda Bearden addressed the Council on homelessness. Motion by Mr. Lawson, second by Mr. Bard to extend Ms. Bearden's speaking time by a minute.

Maurice Filson addressed the Council on speeding.

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

Minutes of the November 3, 2025 Council Meeting

COUNCIL BILL NO. 2025-011 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Sports Authority for the purpose of providing marketing services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2025-165**

COUNCIL BILL NO. 2025-013 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2025-166**

COUNCIL BILL NO. 2025-145 - AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design and Site Evaluation Services for the Joplin Firearms/Range Facility in the not to exceed amount of One Hundred Forty-Three Thousand Six Hundred and 00/100 dollars ($143,600.00) 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 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-167**

COUNCIL BILL NO. 2025-146 - AN ORDINANCE approving Work Authorization AMA-OC-025-008 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of Four Hundred Eighty Thousand and 00/100 dollars ($480,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-168**

COUNCIL BILL NO. 2025-149 - AN ORDINANCE approving an Agreement and Work Authorization with Burns and McDonnell Engineering Company, Inc. for Residential Solid Waste and Recycling Procurement Services in the not to exceed amount of Ninety-Two Thousand Three Hundred and 00/100 dollars ($92,300.00) 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 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-169**

COUNCIL BILL NO. 2025-542 - AN ORDINANCE approving a Petition For the Creation of the Woodsonia Marketplace Community Improvement District and creating the Woodsonia Marketplace Community Improvement District. **Ordinance No. 2025-170**

COUNCIL BILL NO. 2025-544 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-171**

COUNCIL BILL NO. 2025-545 - AN ORDINANCE repealing the Education Assistance Program Section of the revised Rules and Regulations (Employee Handbook) and enacting in lieu thereof a new Education Assistance Program Section of the revised Rules and Regulations (Employee Handbook) of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-172**

RESOLUTIONS

RESOLUTION NO. 2025-013

Mr. Copple introduced Resolution No. 2025-013- A RESOLUTION honoring Betty Robinson-Gray and Thelma Meeks for their years of dedicated service by naming the splash park and ice ribbon facility at Ewert Park, "The Robinson-Gray & Meeks Family Splash Park & Ice Ribbon Center". Motion by Mr. Copple, second by Ms. Carlin to amend the name of the park to The Robinson-Gray & Meeks Legacy Complex. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Motion by Mr. Copple, second by Ms. Carlin to approve the amended Resolution No. 2025-013. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

RESOLUTION NO. 2025-014

Mr. Lawson introduced Resolution No. 2025-014- A RESOLUTION accepting the outstanding and valid encumbrances shown on the books and records of the City at the close of business on October 31, 2025. Motion by Mr. Lawson, second by Mr. DeTar to approve Resolution No. 2025-014. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-356

Mr. Bard introduced Council Bill No. 2025-356 - AN ORDINANCE approving the contract by and between the City of Joplin and Prime Contracting Inc. for the demolition of the structure(s) and clearing of a lot located at 2617 S. Pearl Ave); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Bard, second by Mr. DeTar, that Council Bill 2025-356 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-173.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-014

Mr. Jackson introduced Council Bill No. 2025-014 - AN ORDINANCE amending the criminal code of the City of Joplin Chapter 82 – Offenses and Miscellaneous Provisions, Article V. - Offenses Against Health and Safety, by enacting a new section prohibiting the offense of criminal mischief; and establishing a time for this ordinance to become effective. Motion by Mr. Jackson, second by Mr. Carlin, that Council Bill 2025-014 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-014.

COUNCIL BILL NO. 2025-015

Mr. DeTar introduced Council Bill No. 2025-015 - AN ORDINANCE approving a Labor Agreement by and between the City of Joplin and the Fraternal Order of Police Lodge #27. Motion by Mr. DeTar, second by Dr. Farnham, that Council Bill 2025-015 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-015.

COUNCIL BILL NO. 2025-151

Mr. DeTar introduced Council Bill No. 2025-151 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-151 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-151.

COUNCIL BILL NO. 2025-546

Mr. DeTar introduced Council Bill No. 2025-546 - AN ORDINANCE repealing Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill 2025-546 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-546.

COUNCIL BILL NO. 2025-547

Mr. Jackson introduced Council Bill No. 2025-547 - AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Dr. Farnham, that Council Bill 2025-547 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-547.

COUNCIL BILL NO. 2025-548

Mr. Lawson introduced Council Bill No. 2025-548 - AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Dr. Farnham, that Council Bill 2025-548 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-548.

COUNCIL BILL NO. 2025-549

Mr. DeTar introduced Council Bill No. 2025-549 - AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-549 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-549.

COUNCIL BILL NO. 2025-550

Mr. Lawson introduced Council Bill No. 2025-550 -AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Dr. Farnham, that Council Bill 2025-550 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-550.

COUNCIL BILL NO. 2025-551

Mr. Jackson introduced Council Bill No. 2025-551 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2025-2026; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-551 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-551.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple would like to see the informal meeting videos posted on the website like the formal meeting videos.

Mayor Cortez would like for Veteran's to receive discounts for city facilitated recreational events and items. (golfing, etc.)

The meeting was adjourned at 9:47 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
November 17, 2025

ATTACHMENTS
Council Bill No. 2025-013

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 of Chapter 82, for any person unlawfully occupying a residential structure that is property of another.

BACKGROUND
This ordinance adopts Revised Statute of Missouri 569.200, effective August 28, 2024, and modeled after Florida's "anti-squatter" law. The ordinance recognizes that vacant structure fires accounted 61% of fires in the city in 2023 and 44% of fires in 2024. This ordinance is designed to address the unlawful occupation effectively with the goal of improving health and safety in the community.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2025-014 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 offense of criminal mischief; 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 issue of illegal occupancy of vacant properties in our community; and

WHEREAS, vacant structures accounted for 61% of fires in 2023 and 44% of fires in 2024 within the City of Joplin; and

WHEREAS, the illegal occupancy of vacant properties poses a danger to the health, life, safety and welfare of citizens; and

WHEREAS, it is in the best interest of the community to prohibit the illegal occupancy of properties in the City of Joplin; and

WHEREAS, this ordinance adopts Revised Statute of Missouri 569.200, effective August 28, 2024, and by adoption of this ordinance the City can provide for better enforcement.

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. 82-214. Criminal mischief prohibited.

(a) A person commits the offense of criminal mischief if he or she unlawfully detains, occupies, or trespasses upon a residential dwelling that is property of another.

(b) "Property of another" shall mean any property in which the person does not have a possessory interest.

(c) Penalty. A violation of this section is 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:
Council Bill No. 2025-015 approving a Labor Agreement by and between the City of Joplin and the Fraternal Order of Police Lodge #27.

MEETING DATE:
November 17, 2025

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

SUMMARY:
This Council Bill approves a Labor Agreement between the City of Joplin and the Fraternal Order of Police Lodge #27.

BACKGROUND:
The Fraternal Order of Police Lodge #27 (hereinafter FOP) has long represented police officers, corporals and sergeants of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer". In 2022, the FOP and City entered into their first Labor Agreement.

In 2025, in anticipation of the Prop B tax renewal in 2026, the parties opened up collective bargaining negotiations. The main component of negotiations centered on compensation increases. The compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing the Prop B renewal, a tax solely for pubic safety, including the police and fire departments, on the ballot in 2026, ahead of the sunsetting of the current Prop B tax, estimated in early 2027. In the event that the tax renewal does not pass, the agreement may be reopened for further negotiations on compensation issues. The Labor Agreement was taken to the FOP membership and they voted in favor of adopting the Agreement. The City desires to approve the attached Labor Agreement, which shall expire on December 31, 2031.

RECOMMENDATION:
Staff recommends this Council Bill be placed on first reading.

ATTACHMENTS:
Council Bill No. 2025-015 with Agreement

PCE:vew

CITY OF JOPLIN, MISSOURI
and
FRATERNAL ORDER OF POLICE LODGE #27
LABOR AGREEMENT

ARTICLE I. Preamble

Section 1.01 Parties
This Agreement has been developed by the Fraternal Order of Police, Southwest Missouri Regional Lodge #27, Joplin Police Officer's Association, herein called the "Lodge," and the City of Joplin, Missouri, herein called the "City."

Section 1.02 Conflicts
In the event that any provision of this Agreement conflicts with any of the City's Personnel Policies, or with any General Orders of the City's Police Department (hereinafter, the "Department,"), the provisions of this Agreement shall be controlling. The parties recognize that the City's Personnel Policies, and the Department's policies and procedures will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City's Personnel Policies, and the Department's policies and procedures do not conflict with the provisions of this Agreement, the policies and procedures shall be enforceable.

ARTICLE II. Recognition

Section 2.01 Bargaining Units
The City recognizes the Lodge as the exclusive bargaining representative of all full-time sworn Police Officers below the rank of Captain.

Section 2.02 Added Classification
In the event any new sworn job classification is added to the Department with a rank below that of Captain, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination
The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with state law, or membership in any other category or classification that is protected by law.

ARTICLE III. Management Rights

Section 3.01 Management Right
Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

(a) Determine the mission of the City and the Department;
(b) Direct the working forces;
(c) Hire, classify, assign, promote, and transfer employees;
(d) Suspend, demote, discipline, and discharge employees for just cause;
(e) Relieve employees from duty because of lack of work or other legitimate reasons;
(f) Change existing methods, operations, facilities, equipment and type or number of personnel;
(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Lodge as provided herein;
(h) Assign work to bargaining unit and/or civilian support personnel;
(i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities
The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law
Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

ARTICLE IV. Lodge Rights

Section 4.01 Lodge Officials
The Lodge shall have the right to appoint or elect whatever officers, stewards, or other officials it wishes to elect. If Lodge representatives change at any time, the Lodge shall provide the Department with a list of employees who shall serve as official Lodge representatives.

Section 4.02 Lodge Business
Lodge officers may perform Lodge business while on duty, with permission from their direct supervisor, so long as Lodge business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. All Lodge business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time in unpaid status.

Section 4.03 Orientation
The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their in-house academy process, be given a presentation from the Lodge. During the presentation, up to two (2) representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to finish its presentation, but the presentation will not exceed thirty minutes.

Section 4.04 Use of Internal Mail
The Lodge shall be permitted to use the City's e-mail and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law. Any use of City's communications in this section shall not be political, defamatory or criticism of city officials and city policies.

Section 4.05 Dues Deduction
Employees may voluntarily join the FOP and have payroll deductions of dues consistent with payroll deduction practices of the city. Employees may withdraw authorization for dues deductions at any point in time upon written notification to the City. The City will provide the FOP Treasurer with a list of employees who have made the payroll deduction upon request.

Section 4.06 Confidentiality
Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters.

Section 4.07 Indemnification
The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

ARTICLE V. Past Practices

Section 5.01 Changes to Conditions of Employment
The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change with regard to any such practice, those proposed changes will be provided to the union in advance and the union may request a meeting to discuss such changes provided the request is made no later than 10 days after notice is provided.

ARTICLE VI. Job Descriptions and Specialty Positions

Section 6.01 Job Descriptions
The Department shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

ARTICLE VII. Hours of Work

Section 7.01 Hours
The normal shift duration is eight (8), ten (10) or twelve (12) depending upon the assignment.

Section 7.02 Shift Bidding Procedure for Patrol
For each year of this agreement, members assigned to the Patrol Bureau will complete a seniority-based bidding process bi-annually, shift bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid shift notice," wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Bid positions will then be assigned by seniority based upon the officer's listed preferences. If none of the officer's preferences are available, he or she shall be assigned at the discretion of the Patrol Captain.
(c) The Bureau Commanders or their designees will announce the shift assignments.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his or her designee.

Section 7.03 Shift Bidding Procedure for Investigations
Members assigned to the Investigations Bureau will complete a seniority-based bidding process annually for evening, holiday, and weekend shifts. Bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid notice wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Direct supervisors will forward the requests with recommendations to the Bureau Commander or their designees for review.
(c) The Bureau Commander or their designee will announce the shift assignments after the thirty (30) day notice.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his/her designee.

Section 7.04 Shift Transfers and Reassignments
Employees may submit written requests to be transferred to any open position on a different shift, through their Chain of Command. Employees may also submit written requests to permanently trade shifts, so long as both employees are in agreement with the trade. When, in the judgment of the Chief or his or her designee, such reassignments or transfers will not be unduly disruptive to the operations of the Department, such reassignments or transfers may be approved.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably possible. For any involuntary reassignment, thirty (30) days' notice must be given to the employee, unless the Chief determines that the staffing is needed due to the operational needs of the department.

Section 7.05 Meal Breaks
All employees shall receive a thirty (30) minute paid meal break. All employees shall receive two (2) fifteen (15) minute rest breaks per shift worked. All breaks shall be subject to interruption or cancellation due to work demands.

Section 7.06 Duty Trade
Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from management. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked on his or her original schedule.

ARTICLE VIII. Temporary Duty Assignments

Section 8.01 Duty Related Injury
When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified consistent with the employee's current work schedule.

Section 8.02 Non-Duty Related Medical Condition
When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may offer temporary light-duty or work-hardening assignments to him or her, to the extent productive work is available. Such light duty shall not extend beyond 60 days from the commencement of the assignment, without approval of the Police Chief and Human Resources.

Section 8.03 Shall Not Be Unreasonably Denied
Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

ARTICLE IX. Wages

Section 9.01 Wages
The City and FOP adopt the following Pay Plan attached hereto as Exhibit "C".

Employees shall receive a 2% COLA effective November 1, 2025, in addition to their 3% step increase, with a satisfactory evaluation, for that fiscal year.

Employees shall receive a 2% COLA effective November 1, 2026, in addition to their 3% step increase, with a satisfactory evaluation, for that fiscal year.

Employees shall receive a 23.03% COLA raise effective no more than thirty (30) days after the Police and Fireman's Pension Plan reaches one hundred twenty percent (120%) funded, as set forth below.

Beginning November 1 of the next fiscal year, for the term of the contract, eligible Employees shall receive a three percent (3%) step increase, plus any COLA increase that is granted to general employees in any fiscal year on the same effective date.

The Pay Plan is conditioned on this Agreement being approved by the City Council and the renewal of the half-cent sales tax, which is the primary source to fund the wage increases and Pay Plan. The effective date for implementation of the Pay Plan, once the condition is met, is thirty (30) days following the Police and Fireman's Pension Plan reaching one hundred twenty percent (120%) funded, which is to be determined by an Actuarial Report.

Section 9.02 COLA
In the event a COLA is granted to general employees by the City Council in any fiscal year, the employees shall also be granted an equal COLA benefit/increase effective on the same date as general employees.

Section 9.03 Longevity Pay
Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their annual base salary. The percentage will go up by 1% every five (5) year period pursuant to Longevity Pay as set forth in the Employee Handbook.

Section 9.04 Promotions
Employees who are promoted will receive the appropriate wage increases as set out below:

(a) Police Officer to Corporal– 10% or bottom of Corporal scale, whichever is greater.
(b) Corporal to Sergeant – 10% or bottom of Sergeant scale, whichever is greater.
(c) Wage increases due to promotions will become effective on the date of the promotion.

Section 9.05 Specialty Pay

(a) Employees assigned to the SWAT Team shall receive a stipend of $150.00 per month.

(b) Field Training Officers (FTOs) shall receive one and one-half hours of pay or compensatory time for each day they are assigned a trainee.

(c) On-Call Pay. All employees who fill daily on-call duty shall receive one and one-half hours of pay or compensatory time for each day on-call.

Section 9.06 Kennel Time

An employee who serves as a K9 officer and who has a dog with the employee shall be credited with one hour of pay during on duty hours and one hour of pay for time on days when the employee is not scheduled to work for the purpose of K9 servicing.

Section 9.07 K-9 Upkeep

The City shall be responsible for providing all food and medical treatment for City canines. The City shall also provide a kennel at the home of each K-9 Officer.

Section 9.08 Call Back Pay

Any employee who, without at least 24-hours' notice, is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of three (3) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay. If this time is immediately after (held over) the employee's normal shift, the minimum three (3) hours shall not apply.

Section 9.09 Witness Pay

Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated at one and one-half times the employee's regular hourly rate of pay for all consecutive time spent in court, with a guaranteed minimum paid time of two (2) hours. The City does not pay travel time to the Joplin Municipal courthouse. However, employees shall be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official police duties.

Section 9.10 Educational Assistance

The City will reimburse employees for tuition costs for college-level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs in accordance with the City's Tuition Reimbursement Policy. The City shall reimburse members for in class or on-line courses.

Section 9.11 Cell Phone Stipend

Detectives, Detective Corporals and Sergeants shall be paid a cell phone stipend pursuant to City policy.

Section 9.12 Vehicles

Employees shall be assigned a take-home vehicle after successfully completing field training and at least one-year of employment, pursuant to the Department and City Policy as long as sufficient resources are available.

Section 9.13 Anniversary Date

Anniversary date shall be as set forth in the Employee Handbook.

ARTICLE X. Overtime and Compensatory Time

Section 10.01 Two-Week Work Period / OT
Employees shall be scheduled for a two-week work period and shall receive overtime for all time worked over eighty (80) hours in the work period.

Section 10.02 OT Accrual
Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 10.03 Compensatory Time
Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate of one-and-one-half times the hours worked in excess of 80 hours in fourteen days. Personnel may accumulate a maximum of 480 hours of compensatory time.

Section 10.04 Overtime Assignment
Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE XI. Out-of-Class Assignment

Section 11.01 Acting Corporals, Acting Sergeants and Acting Captains
Where there is a need for a police officer to serve as an acting Corporal, a Corporal to serve as an acting Sergeant, or for a Sergeant to serve as an acting Captain, the position shall be offered at the discretion of management.

Section 11.02 Out of Classification Pay
A full-time employee who is temporarily assigned to fully perform the normal, ongoing duties of and accept the responsibilities of a position in a higher classification shall be paid ten (10%) percent over his/her current pay rate or the minimum of the higher position's pay grade, whichever is higher for each shift worked in an out-of-class assignment. In no instance shall the out-of-classification pay exceed the maximum of the pay grade for the higher classification. Out-of-classification pay shall cease immediately upon the return to full- or part-time duty of the incumbent in the higher classification or the appointment of a new incumbent to the higher classification. No employee may be compensated for more than six (6) months of out-of-class work for any one assignment, unless approved by the City Manager as an extension of time. There will be no qualifying period for out-of-classification pay. The status of the employee under the Fair Labor Standards Act (FLSA) will not change while they are in a work-out-of-class assignment. A non-exempt employee will continue to be non-exempt under the Act and an exempt employee will remain exempt.

ARTICLE XII. Health and Welfare

Section 12.01 Insurance Plan Coverage Options
All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable, of any contemplated change.

Section 12.02 Retiree Healthcare
The City shall continue to make health insurance available to retirees, at the retirees' expense for a maximum of ten (10) years. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels plus a 2% administrative fee.

ARTICLE XIII. Retirement Benefits

Section 13.01 Retirement Program
All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 13.02. Police and Fire Pension Plan.
Once the pension plan reaches 120% funded, a COLA based on the Consumer Price Index not to exceed 4% in any year, may be granted if the actuary calculates the pension plan will not drop below 120% funded based on the assumptions in place at that time. Upon the retirement of all active pension plan employees, the administration of the Plan will be turned over to Missouri LAGERS. Prior to turning the closed plan over to Missouri LAGERS, language will be adopted to grant a COLA annually under the Missouri LAGERS COLA rules.

Section 13.03 Supplemental Retirement Program
Officers may elect to participate in the tax sheltered, supplemental 457 retirement plans offered by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays

Section 14.01 Recognized Holidays
The following holidays shall be recognized within the Department: New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, and Christmas Day equal to eight (8) hours per holiday. If any additional holidays are approved by the City Council in the future, they shall be included as a recognized holiday.

Section 14.02 Floating Holidays
Eligible full-time employees receive three (3) eight-hour floating holidays granted annually on a fiscal year basis. Employees will accumulate floating holidays that are immediately available under the following schedule:

HIRE DATE	FLOATING HOLIDAYS
November 1 to April 30	24 hours
May 1 to July 31	16 hours
August 1 to October 31	None for that fiscal year

Floating holidays may not accumulate from one fiscal year to the next and will be lost if not used by October 31. Earned but unused floating holidays prior to October 31 shall be payable upon separation from City service.

Section 14.03 Holidays Worked
All hours worked for regularly scheduled shifts on any recognized City holiday as set forth in Section 14.01 shall be paid at time and one-half the regular hourly rate of pay. All hours worked for regularly scheduled shifts on a recognized City holiday shall be considered regular hours worked for the purpose of determining the eligibility of FLSA overtime. This section will be effective immediately following the successful passage of a one-half cent sales tax.

ARTICLE XV. Vacation

Section 15.01 Vacation Accrual
Employees may accrue vacation time in accordance with City policy. Vacation leave shall be accrued on a monthly basis, in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	80 hrs	160 hrs
9 - 14 years	120 hrs	240 hrs
Over 14 years	160 hrs	240 hrs

Section 15.02 Vacation Use
Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

Section 15.03 Vacation Payout
When an employee's employment is terminated for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate, at the time of termination.

Section 15.04 Vacation Scheduling
(a) Vacation requests will be submitted through the chain of command. The Department will not unreasonably deny vacation requests, but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.

(b) When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the earlier date of hire or promotion will be granted.
(c) Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

Section 16.01 Sick Leave Accrual Rate
Sick leave shall accrue on a monthly basis, at the rate of 8 hours per month.

Section 16.02 Sick Leave Accrual
Employees shall accrue unused hours of sick leave in accordance with City policy.

Section 16.03 Sick Leave Policy / Dependent Sick
Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 16.04 Physician's Certificate
Employees shall generally be required to present all physicians' certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's supervisor. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 16.05 FMLA / ADA Compliance
The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

ARTICLE XVII. Other Leave

Section 17.01 Eligible Leave Time
All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, workers' compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

ARTICLE XVIII. Seniority

Section 18.01 Seniority Definition
"Seniority" shall mean length of continuous employment within the Department, unless otherwise specified since completing the Field Training Officer Program (FTO). For purposes of Seniority, all officers who began FTO on the same date, were not extended for additional training, and did not have an expedited FTO due to prior experience shall be considered to have the same date of graduation from FTO. For those graduating FTO on the same date, their score on the POST test shall determine their Seniority. This section shall not affect any previously established seniority list.

"Rank Seniority" shall mean length of continuous employment in an employee's current job classification.

Section 18.02 Roster to Be Provided
The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position and annual salary as is consistent with Sec. 610.021(13 RSMo and this shall not be considered as a waiver of such statutory provision.

Section 18.03 Loss of Seniority
Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:
(a) Voluntary quit or retirement;
(b) Discharge for just cause;
(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
(d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
(e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
(f) Failure to perform work for the City for eighteen (18) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire
Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 18.05 Tier 1 Rehire
Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement.

ARTICLE XIX. Probation

Section 19.01 Probation
New employees shall be hired on a probationary basis. Probation shall run from date of hire until twelve (12) months after the employee is hired or graduates from the field training program, whichever is later, provided that the probationary period shall not exceed eighteen (18) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Section 19.02 Promotional Probation
Employees who are promoted into a higher job classification shall serve an initial six-month trial period in the new job. Employees who are unsuccessful during the trial period may be returned, or may elect to return, to their prior position provided there is a vacancy. The employee who returns to the prior position shall have their pay determined as follows:
(a) If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
(b) If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.03 Demotion
When an employee is demoted, the rate of pay shall be determined as follows:
a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.04 Probation Performance
If any employee exhibits performance problems during his or her new hire probation, or during his or her promotional trial period, management shall notify the employee of the observed problems in writing and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 19.05 Probationary Employees Use of Leave
Probationary employees may use personal days as set forth in the Employee Handbook.

ARTICLE XX. Reductions in Force

Section 20.01 Lay Off, Bumping and Recall.
Current City policy shall be followed.

ARTICLE XXI. Discipline

Section 21.01 Discipline Purpose

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee's overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

(a) Counseling. Counseling is a supervisor orally discussing an employee's inappropriate behavior. A written record of the counseling shall be recorded in the employee's departmental file.

(b) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor. A written record of the warning shall be recorded in the employee's departmental file.

(c) Written Reprimand. A written reprimand is a formal warning provided in writing to an employee by any supervisor, which shall be recorded in the employee's personnel file.

(d) Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Police Chief shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without written permission from the Police Chief (except to participate in grievance proceedings). A written record of the circumstances leading to the suspension shall be placed in the employee's personnel file.

(e) Discharge. Discharge is the removal of an employee from City employment. Only the Police Chief shall have the authority to discharge employees.

Section 21.03 Copying Disciplinary Records

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire background investigations, psychological profiles, and polygraph examination results shall be excluded from coverage under this Section.

ARTICLE XXII. Internal Investigations

Section 22.01 Administrative Investigations

The process for administrative investigations and any issuance of discipline shall comply with 590.502 RSMO (2021). Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

(a) Notify the bargaining unit member in writing, no less than 24 hours prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
(b) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
(c) Provide a Garrity warning to all employees who are ordered to provide statements.
(d) Complete the investigation within a reasonable period of time.

Section 22.02 Outcome of Investigation
Within 5 days of the conclusion of an investigation, management shall inform the employee and the Lodge of the outcome of the investigation in writing. This notice shall include any recommendation for further action, including discipline.

ARTICLE XXIII. Grievance Procedure

Section 23.01 Filing Grievances
A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation. Any grievance to be filed shall include the employee's permission to file and require the matter to impact the individual employee personally.

Section 23.02 Resolution at Earliest Possible Step
The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process, When
In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days
All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One
Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten

(10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two
If the matter is not satisfactorily resolved at Step One, the Lodge or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.07 Step Three
If the matter is not satisfactorily resolved at Step Two, the Lodge or the aggrieved employee may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing
The parties may mutually agree to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 May File at Step Two, When
In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Shall Represent
The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process.

Section 23.11 Time Limits
The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. The parameters of such committee shall be considered during the first year of this agreement and made an addendum to this agreement when approved by both parties.

Section 24.02 Labor/Management Committee Cooperative Basis

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. No discussion in labor management meetings shall serve to amend or replace contract terms or be considered to be part of good faith bargaining conditions.

Section 24.03 Request for Meeting
A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXV. General Provisions

Section 25.01 Uniforms and Equipment
The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP). The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

Section 25.02 Policies to Be Available
The City will make all policies and memos which contain directives that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.03 Outside Employment
Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Chief, identifying the other employment for consideration and approval. Employees shall report updates of outside employment to the Chief and shall submit outside employment requests when the employment or conditions of employment change.

Section 25.04 Uncompensated Work Prohibited
Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

ARTICLE XXVI. Training

Section 26.01 Pay for Training
Training directed by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the city approved FLSA cycle. Time spent in such training over and above the employee's regular work period shall be considered overtime provided it exceeds the overtime time limits and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

Section 26.02 Meal Reimbursement
The City shall provide each employee covered by this Agreement with a per diem for each meal consistent with the City's travel policy.

Section 26.03 Travel Time
Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Training Day
Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training hours during the day, will not be required to work the night before training or the night shift on the day of training, unless the Chief determines that the staffing is needed due to operational needs of the department.

ARTICLE XXVII. Complete Agreement

Section 27.01 Complete Agreement
The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXVIII. The parties acknowledge that this

Agreement represents all of the obligations to engage in good faith negotiations and that no further obligations are required by the City during the term of the Agreement or any extension thereof.

Section 27.02 Savings
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon the successful vote of the Lodge and passage by the City Council. However, the new pay plan in Section 9.01 and the following sections, 9.05, 9.12, 11.02, and 14.03, are contingent on the successful passage of a one-half cent sales tax, after which these aforementioned sections shall become effective when the pension plan actuary certifies the pension plan is 120% funded, and shall remain in effect through December 31, 2031, without any reopeners. Section 14.03 shall be effective upon successful passage of the tax. In the event the tax does not pass, the parties shall re-open negotiations on wage increases only. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (60) days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Nicholas Edwards,
City Manager

_____
On behalf of
The City of Joplin, Missouri

Date: _____

Thomas Bowin,
Treasurer

_____
On behalf of
The FOP, Lodge #27

Date: _____

COUNCIL BILL NO. 2025-015 ORDINANCE NO. _____

AN ORDINANCE approving the 2025 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; and authorizing the City Manager to execute the same by and on behalf of the City.

WHEREAS, the Fraternal Order of Police Lodge #27 (hereinafter "FOP") represents police officers, corporals and sergeants of the City of Joplin, Missouri; and,

WHEREAS, in April of 2025, the FOP and city administration team (hereinafter "City") mutually agreed to open collective bargaining negotiations on issues in the current Labor Agreement; and,

WHEREAS, since May of 2025, the FOP and City have been meeting and negotiating the terms of a labor agreement; and,

WHEREAS, on or about November 5, 2025, the parties came to an agreement; and

WHEREAS, the compensation piece of the Labor Agreement, specifically the new pay plan, is contingent on this Council placing the Prop B tax renewal on a ballot in 2026 and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on compensation issues; and

WHEREAS, the Labor Agreement was taken to the FOP membership and they voted in favor of adopting the Agreement; and,

WHEREAS, City desires to approve the attached Labor Agreement, which shall expire on December 31, 2031.

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

Section 1. That the Labor Agreement by and between the City of Joplin, Missouri and the Fraternal Order of Police Lodge #27, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit A, be, and hereby is, approved.

Section 2. That the City Manager is hereby authorized and directed to execute the Agreement in substantial compliance with the attached Agreement by and on behalf of the City.

Section 3. That the City Manager is hereby authorized and directed to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City 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 2025-151 Agreement and Work Authorization with Olsson for professional engineering services for the 2025 CDBG-DR Sidewalks Project

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-151; Agreement and Work Authorization; Scoring Summary; Location Map

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

SUMMARY
This Council Bill authorizes the City to approve an Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project.

BACKGROUND
The City of Joplin ("the City"), Missouri has received funds from the Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery Program (CDBG-DR-1) to design public infrastructure projects for the recovery from the tornado of May 22, 2011. Over the duration of this grant, we have received more than $3.2 million in JHAP proceeds, representing repayments of forgivable loans triggered by property sales occurring prior to loan maturity. The funds currently available are to be used to design projects that will repair, replace, renovate and/or reconstruct curb & gutter, and sidewalks. Relative condition of infrastructure outside of the area directly affected by the tornado is poor, lowering desirability of neighborhoods. An analysis was conducted to demonstrate this disadvantage for affected neighborhoods to substantiate required eligibility of funds to be used in areas impacted by the May 22, 2011 tornado and as such these funds have been approved by HUD to be used in the low-to-moderate income census tract 110 to improve neighborhood infrastructure as part of Amendment #24 of the Joplin Disaster Recovery Plan. Currently, CDBG-DR grant funds in the approximate amount of $3.2 million are available for use in census tract 110, for the design and construction of this infrastructure project.

In accordance with the City of Joplin's procurement policies, a Request for Qualifications for Engineering Services was advertised in the Joplin Globe on June 28, 2025, with submittals due to the City by July 24, 2025. Qualification submittals were received from five engineering firms, which were reviewed and scored by teams comprised of both City Public Works and Planning Department personnel. Based on the scoring, Olsson was determined to be the best qualified to

provide the services requested. A scoping meeting was held with Olsson to determine the scope of work to be included in the design agreement. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards with respect to conditions related to the scope of work and the conditions of the neighborhood.

Engineering Cost Breakdown	
Survey/Data Collection/Assesment	$ 184,865.50
Project Management/Utility Coordination	$ 85,000.00
Bidding & Construction Phase	$ 332,810.00
Preliminary/Right-of-Way/Final Plans	$ 348,205.00
	$ 950,880.50

FUNDING SOURCE

This item is included in the FY 2026 Budget in the Infrastructure Improvements Fund and will be fully reimbursed by the 2012 CDBG-DR allocation. The same funding source will also support the upcoming construction contract required to expend the remainder of the grant.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

2025 CDBG-DR Sidewalks Project -- RFQ Scoring

	Max Score	Scorer	Olsson	GFT	Bartlett & West	OWN	Allgeier Martin & Associates
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	20	20	16	19	18
		2	18	16	14	19	17
		3	20	10	10	20	15
		4	19	20	17	17	19
		5	18	18	16	16	17
		Subtotal	**19**	**16.8**	**14.6**	**18.2**	**17.2**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	20	19	17	18	18
		2	19	17	15	17	19
		3	20	20	15	20	20
		4	20	19	17	18	19
		5	19	18	16	17	17
		Subtotal	**19.6**	**18.6**	**16**	**18**	**18.6**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	18	18	17	17	18
		2	18	17	15	17	18
		3	20	20	15	20	20
		4	19	19	17	18	20
		5	18	17	17	17	18
		Subtotal	**18.6**	**18.2**	**16.2**	**17.8**	**18.8**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38	36	34	38	36
		2	40	30	30	40	40
		3	30	30	30	35	25
		4	38	38	34	38	38
		5	36	35	34	36	35
		Subtotal	**36.4**	**33.8**	**32.4**	**37.4**	**34.8**
		Score	**93.6**	**87.4**	**79.2**	**91.4**	**89.4**

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 S Main St, Suite 503 Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Clayton Cristy Jonathan Peitz	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: CDBG-DR Sidewalks Project Census Tract 110	

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 defend, 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 be liable to the Engineer 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.

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

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

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

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

Date: _____

Engineer: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 11/06/2025

Engineer: Olsson, Inc.

By: _____

Printed Name: Jonathan Peitz

Title: Group Leader

Date: 11/06/2025

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 S Main St, Suite 503 Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Clayton Cristy Jonathan Peitz	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: CDBG-DR Sidewalks Project Census Tract 110	

WORK AUTHORIZATION NUMBER OLS-CDBG-DR Sidewalk-01

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES CDBG-DR Sidewalks Project Census Tract 110

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 OLS-CDBG-DR Sidewalk-01 exceed the sum of Nine Hundred Fifty Thousand Eight Hundred Eighty Dollars and Fifty Cents (950,880.50).

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 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 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: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 11/06/2025

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

Engineer: Olsson, Inc.

Date: _____

By: _____

Printed Name: Jonathan Peitz

Title: Group Leader

Date: 11/06/2025

Project Name/Description CDBG-DR Sidewalks Project
Consultant Olsson, Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

Each invoice must have a cover sheet which summarizes the contract's overall status, showing the following content:

- *original amount; net additions; revised total contract amount; previously invoiced amount; current payment due; balance to finish;*
- *Engineer may choose to utilize the City's or the AIA's Certification for Payment document, or similar approved document.*

Within the pages of the invoice, the Engineer must also include the following information, grouped by project phase or task:

- *For each Staff: name, along with hours worked by date*
- *Sub-totals, as appropriate*

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey
All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement ~~and right of way~~ takings.

E. Furnish ~~6~~ review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner ~~6~~ copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, ~~6~~ copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the

Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish ~~baselines and~~ benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility

for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information

given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner,

based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing."

Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or

advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

CDBG-DR Sidewalk Project

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 01-01-2025) for the above reference project.

A. PROJECT DEFINITION: Census Tract 110

Census Tract 110 includes the replacement of sidewalk, curb and gutter, and strategic street and storm inlets generally following areas noted in red as part of the City's sidewalk inventory data. The Census Tract 110 project area is bounded by 13th Street to the south, C Street to the north, Maiden Lane to the west, and Main Street to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Topographic Survey;
- Right of Way Descriptions & exhibits;
- Preliminary Plans;
- Right of Way Plans;
- Utility Coordination;
- Project Bidding;
- Final Plans, Estimates, and Specifications.

The level of detail of this project will be consistent with a typical maintenance or rehabilitation project where the existing infrastructure is being reconstructed. Additional design detail will be provided to achieve ADA compliance while minimizing current design deficiencies as feasible.

B. CLARIFICATION OF SERVICES

1. Phase 100 Project Management
   a. Consultant will schedule and attend progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 15 meetings.
   b. The Consultant will attend 1 open house style public meeting. The Consultant will prepare a strip map to be used at the public meeting that may be shown to the general public, used in media, be presented to various groups, and/or be used to aid in easement and property owner negotiations.

2. Phase 200 Survey Data Collection
   a. Lidar Survey will be collected along the following north-south streets; Joplin, Wall, Pearl, Byers, Moffet, Sargeant, and Connor. North-south streets will be collected from C Street to 4th Street. Lidar Survey will be collected along the following east-west street; C Street, B Street, 1st Street, 2nd Street, 3rd Street, 4th Street. East-west streets will be collected

from Main Street to Connor Avenue. The survey will be tied vertically to the NAVD 1988 Vertical Datum and Horizontally to the Missouri State Plan Coordinate System NAD 83-West Zone-US Survey Foot. Fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCAD format only.

b. Olsson will collect Boundary Survey Data of the subject area as generally defined as an area between C Street to the North and 4th Street to the South to Main St. to the East and Conner Ave. to the West, all in the City of Joplin, Jasper County, Missouri, as generally shown as the yellow highlighted lines on the attached exhibit. The Boundary survey data shall conform to the current Missouri Standards for Property Boundary Surveys. Survey will be tied horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Survey will depict right-of-way lines based on current plats. Survey will depict parcel lines based on current Jasper County Assessor data.
c. The Consultant will prepare easements documents. One Easement document consists of a description (Exhibit A) and a sketch (Exhibit B). Olsson's fee below includes the preparation of 10 easement documents. Olsson's fee for preparation of additional survey documents would be $550.00 per document.
d. Fee excludes the acquisition of deeds. When easement areas are determined, Olsson will request the current deeds from the client within those areas to verify Assessor data.
e. Olsson will reset monuments within the areas where work occurs. Olsson will reset up to 200 replacement monuments.

3. Phase 300 Preliminary Plans

a. 30% Design Plans will be developed based on local, AASHTO, ADA, PROWAG, and MoDOT design standards, as applicable. The Engineer shall prepare a total project Opinion of Probable Cost.
b. A site visit with City staff will take place during preliminary design to confirm replacement areas.
c. Ownership identified on plans will be pulled from readily available information through Jasper County Assessor.
d. Plans will be delivered as 2-full size and 1-half size printed pdf, and one electronic version.
e. The 30% Design Plans and Deliverables will include:
    i. Title Sheet
    ii. Survey Control and Alignment Data Sheet
    iii. General Notes Sheet
    iv. Summary of Quantities
    v. Typical Sections
    vi. Roadway Construction Plans
    vii. Standard Details
    viii. Opinion of Probable Cost
    ix. Design Memorandum

4. Phase 500 Right-of-Way Plans

a. 60% Design Plans – This task will be to take the design plans from 30% to 60% complete. The Right-of-way plans with this project will include roadway plans, landscaping plans, and detailed grading plans that could affect temporary construction easements. Engineers' Opinion of Probable Cost will be updated accordingly.
b. Consultant easement negotiations are not included in this scope.
c. Consultant will assist with preparing property owner database and 2 property owner

letters to be distributed to property owners whose trees are impacted. Assumed up to 150 parcels to be impacted and up to 40 parcels for in-person meetings to discuss tree removal and replanting options.

d. The 60% Design Plans and Deliverables will include:
    i. Title Sheet
    ii. Survey Control and Alignment Data Sheet
    iii. General Notes Sheet
    iv. Summary of Quantities
    v. Typical Sections
    vi. Roadway Construction Plans
    vii. Standard Details
    viii. Ramp, Driveway and Intersection Details
    ix. Landscaping Plans
    x. Easement Documents

5. Phase 600 Final Plans

a. 90% Design Plans – This task will be to take the design plans from 60% to 90% complete. The Final design phase for this project will include final drawings, specifications and final bid documents.

b. PS&E Plans – Upon incorporating the 90% review comments into the plan set and special provisions, Olsson will prepare and submit all drawings, special provisions and an updated total project opinion of probable cost to the city for the 100% PS&E submittal. Upon City acceptance of the PS&E Plans, Olsson shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.

c. The Final Design Plans and Deliverables will include:
    i. Title Sheet
    ii. Survey Control and Alignment Data Sheet
    iii. General Notes Sheet
    iv. Summary of Quantities
    v. Typical Sections
    vi. Roadway Construction Plans
    vii. Standard Details
    viii. Ramp and Intersection Details
    ix. Landscaping Plans
    x. Traffic Control Plans
    xi. Erosion Control Plans
    xii. Engineer's Opinion of Probable Cost
    xiii. Job Special Provisions
    xiv. Project Bid Manual

6. Phase 700 Bidding Services

a. The Consultant will assist with advertising construction bid, attend pre-bid meeting and answer questions throughout the bidding process. The project will be issued as a single bid package, with alternate options included to help align with the City's overall budget.

7. Phase 800 – Construction Services

a. The Consultant will provide field observations and testing; project lengthen assumed to be 180 working days.

C. PROJECT ASSUMPTIONS

1. The following design assumptions are included for project replacement and shall serve as the basis of the design.
    a. Replacement of deficient sidewalks, including brick sidewalk and non-ADA compliant sections.
    b. Curb ramps that do not meet ADA shall be replaced, however if ramps currently contain dome panels those sections will be assumed to meet ADA and shall remain in place.
    c. Limited Curb and Gutter of heavily deteriorated sections shall be replaced.
    d. Driveways shall be replaced as needed for sidewalk ADA compliance.
    e. Engineering judgement, site visits, and logical termini considerations will form the basis of design to supplement the preliminary rating and condition level assessments.
2. Fees can be shifted between phases and tasks.
3. The following assumptions will be made for Landscape Plans (Tree Plantings)
    a. Perform extended-day site visit to walk all streets within the project limits to determine condition of existing trees (approx. 25,660 LF).
    b. Based on tree inventory, determine which trees to protect during construction and which trees to remove.
    c. Prepare Tree Removal & Preservation Plans and Detail Sheet
    d. Prepare Street Tree Planting Plans and Detail Sheet
        i. The tree locations will be selected based on a review of the existing utility lines (and presumed service lines) depicted on the Demolition plan in each block.
        ii. The north-south streets will receive the majority of the trees.
        iii. Where we have noted tree removal on the tree protection sheet, we will try to replace a tree unless there is a utility or sight distance conflict, or owner pushback.
        iv. Tree species may change on a per block basis to allow for a diverse urban forest into the future.
4. The consultant shall complete the scope of services within approximately 24 months of notice to proceed. Inclusive of design and construction phase services.
5. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
6. All CAD files shall be created using AutoCAD 2026.
7. All utility relocation designs shall be completed by the utility company.
8. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.
9. The land disturbance permit and SWPPP will be handled under the City's operating permit.
    a. Contractor shall be responsible for all SWPPP reporting.
10. Right of Way services:
    a. Tilework is not required throughout the project area. Up to ten (10) title reports are included in the scope of work.
    b. Right of Way service are not included.
11. The storm system is not being modeled to verify existing configuration and sizes meet requirements, but are being replaced in-kind as necessary. Only minor storm modifications are assumed where ramps may impact existing inlets.
    a. All improvements located within existing FEMA floodplain will be excluded from design.
12. Environmental reviews to be completed by City.
13. All permit fees will be the responsibility of the City.
14. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

D. ADDITIONAL SERVICES

1. Update sidewalk inventory based on final construction area.

E. EXCLUSIONS

1. Condemnation services / Representations
2. As-built surveys
3. Appraisal services
4. Detention and water quality design
5. Traffic signal and lighting design
6. Retaining wall or other structural designs
7. Pavement and joint design
8. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
9. All services not specifically included are assumed to be excluded

Exhibit B (Engineering Services) **Olsson, Inc.**
CDBG-DR Sidewalks Project **By: JWP**

Task	Description	Direct Labor
100	Project Management	$ 75,000.00
200	Survey Data Collection	$ 77,260.00
300	Preliminary Plans	$ 108,000.00
400	Utility Coordination	$ 10,000.00
500	Right-of-Way Plans	$ 108,783.00
600	Final Plans	$ 131,422.00
700	Bidding Phase	$ 9,500.00
800	Construction Phase	$ 257,735.00
900	Post Construction Phase	$ 25,000.00
	Estimated Direct Labor Cost	$ 802,700.00
	Subtotal (A) =	**$ 802,700.00**

Subconsultants (B)	% of Contract	Fee
Powell CWM	11.32%	$ 107,605.50
	11.32% **Subtotal (B) =**	**$ 107,605.50**

Direct Expenses (C)

Plots	100 Plots @	$ 0.50	=	$50.00
Mileage	4500 Miles @	$ 0.700	=	$3,150.00
Misc (incidentals, postage, etc.)	1 LS @	$ 350.00	=	$350.00
Concrete Cylinders	500 Test @	$ 25.00	=	$12,500.00
Soil Proctors	3 Test @	$ 225.00	=	$675.00
Atterberg Soil	2 Test @	$ 125.00	=	$250.00
Nuke Gage	80 Test @	$ 25.00	=	$2,000.00
Daily Trip Charge	180 Trips @	$ 120.00	=	$21,600.00
			Subtotal (C) =	**$40,575.00**

ESTIMATED TOTAL FEE (Engineering Services) **(A) + (B) + (C) = $ 950,880.50**

REIMBURSABLE EXPENSE SCHEDULE
CDBG-DR SIDEWALK PROJECT

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.70/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$3,550

Construction Materials Testing

Testing Assumptions:

Concrete

100 tests/5 cylinders per test= 500 cylinders
500 cylinders $25/break = **$12,500**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

3 Soil Proctors @ $225/test = $675
2 Atterberg Soil @ $125/test = $250
Soil Testing= **$925**
Density tests of soil included as part of inspection time since we are on site full time.

Testing

80 Nuke Gage Test $25/day = $**2,000**

Total Construction Materials Testing Fees	$15,425

Construction Management & Inspection

Inspection Assumptions:

180 Trips $120/trip = $21,600

Total Construction Management & Inspection	$21,600

TOTAL EXPENSE FEES	**$40,575**

Olsson 2025 Billing Rate Schedule

Description	Range		
Principal	$152.00	-	$472.00
Project Manager	$133.00	-	$287.00
Project Professional	$99.00	-	$258.00
Assistant Professional	$74.00	-	$182.00
Designer	$95.00	-	$238.00
CAD Operator	$64.00	-	$150.00
Survey	$59.00	-	$230.00 *
Construction Services	$53.00	-	$305.00 *
Administrative/Clerical	$49.00	-	$300.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

2025 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$85.00
Steel Technician	Hour	$105.00
Field Manager	Hour	$110.00
Project Manager / Project Engineer	Hour	$170.00
Senior Project Manager / Senior Engineer	Hour	$230.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.85

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$110.00
Deleterious - Clay Lumps and Friable Particles	Each	$190.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$140.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$220.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$70.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$95.00
Compressive Strength - Cube (Grout & Mortar)	Each	$45.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$200.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00
Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$50.00

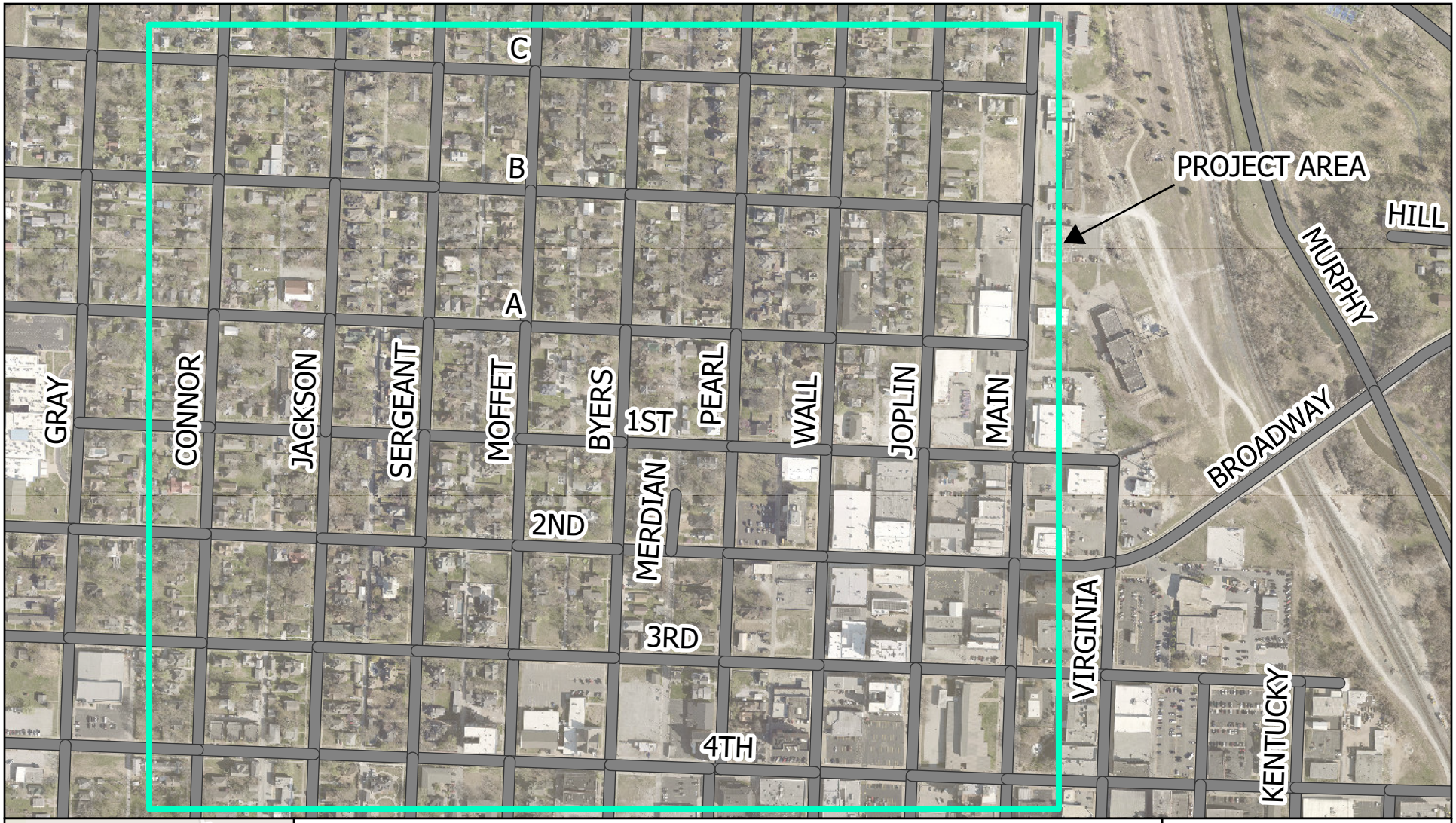
One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$225.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$85.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2026. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.





CDBG-DR SIDEWALKS

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

2025

Coordinate System: NAD 1983 StatePlane Missouri West FIPS 2403 Feet

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COUNCIL BILL NO. 2025-151 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of Nine Hundred Fifty Thousand Eight Hundred Eighty and 50/100 dollars ($950,880.50) for professional engineering services for the 2025 CDBG-DR Sidewalks Project, 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 Infrastructure Improvements Fund.

Section 4. That this Council Bill shall have an effective date of December 2, 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 2025-151

I hereby certify that a sufficient amount is available in the Infrastructure Improvements 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 2025-546 – Approving certain fee changes in the fire department

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-546 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Fire Chief: Gerald Ezell; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees in the fire department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to fire department fees.

The proposed changes are as follows:

- Change the land clearing fee from $50.00 to $150.00 and extend the permit period from three days to five days
- Change the hood suppression inspection fee from $75.00 to $150.00
- Change the underground sprinkler inspection fee from $100.00 to $150.00
- Change the fireworks stand fee from $225.00 to $250.00

The fee changes will be effective on January 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-546 ORDINANCE NO.

AN ORDINANCE repealing Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, and Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-1, Bonfires and outdoor rubbish fires, Article I, In General, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE I. IN GENERAL**

Sec. 58-1. - Bonfires and outdoor rubbish fires.

No person shall light, kindle or maintain any residential vegetative waste fire or a recreational bonfire, or authorize any open burning, without a permit from the fire chief or his designee.

(1) Such permitted fires shall be limited to piles in size as follows:

a. On any residential lot less than ¾ acre in size, the size of any pile shall be less than three feet in diameter by two feet high.

b. On any lot of ¾ acre or more in size but less than five acres, the size of any piles shall be less than 12 feet in diameter by six feet high and must have clearance of at least 200 feet from any structure.

c. Burning is allowed during daylight hours only.

(2) Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee only upon the following conditions:

a. Any person wishing to conduct a burn related to land clearing must submit a detailed plan for the burn site with 24-hour contact information for the supervisor of the burn site.

b. Such a person must also obtain a permit from the Missouri Department of Natural Resources prior to receiving any permit from the City of Joplin.
c. Such a person must obtain a land clearing permit from the City of Joplin for each five days which the burn will be operating. The permit fee shall be $150.00 per each five-day period.
d. Only burns using air curtain destructors shall be allowed.
e. Such a person must insure that the burn is supervised by at least one person continuously when the burn is active.
f. Such person must insure that a method of completely extinguishing the burn is present on-site at all times the burn is active.
g. No such permit shall issue unless proper clearance is present. For purposes of this article proper clearance shall be at least 300 yards from any structure or paved roadway.

(3) Burning of vegetative waste material or rubbish for disposal or warming during construction, demolition of buildings or structures is strictly prohibited. Exceptions will be made for contained outdoor cooking fires, barbeque or smoking fires within approved grills, smokers, spits, fire pans, chimneys or outdoor fireplaces.

(4) The fee for a burn permit is set out in section 58-68 of this Code."

Section 2. That Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. FIRE PREVENTION CODE

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 58-68. Schedule of Fees.

The following is a schedule of the fire department permit fees:

(1) *Plan Review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:
- a. *Fire Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.
  - i. The value of the project in this section shall be computed by one of the following methods and approved by the Fire Marshal, but in no case shall the value of the project be less than the minimum set forth in this section.
    - a) Provided by the person applying for the permit and verified by the Fire Marshal.
    - b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage

of the project, and modified for the City of Joplin, using a multiplier of 0.87.

ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Sprinkler/Standpipe Plan Review* fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. *Alarm System Plan Review* fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Inspection Fees.* Where an inspection for an underground sprinkler system or a hood suppression system is required for any reason, fees shall be collected as follows:

a. *Underground Sprinkler Inspection* fee shall be $150.00 for commercial permits.

b. *Hood Suppression Inspection* fee shall be $150.00 for commercial permits.

(3) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational Permit fee*. Operational permits, as referenced in the International Fire Code, may be revoked by the Fire Marshal at any time for cause. Operational permits shall be $100.00 per permit.

(4) *Burn Permit Fees.*

a. *General Burn Permit Fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than 3 feet diameter by 2 feet high shall cost $10.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

(5) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(6) *Firework Stand Fees.*
   a. $250.00 per calendar year as referenced in Section 58-66.

(7) *Fee Review Process.*
City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 3. 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-547 – Approving certain fee changes in the parks department

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-547 Ordinance

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

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the lot space fee from $700.00 to $750.00
- Change the grave opening/close fee from $700.00 to $750.00
- Change the cremains fee from $300.00 to $350.00
- Change the cremains fee with set-up from $350.00 to $400.00
- Change the columbarium-single niche fee from $1,000.00 to $1,100.00
- Change the columbarium-companion niche fee from $1,400.00 to $1,500.00

The fee changes will be effective on January 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-547 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space…….$750.00
(2) Grave opening/close…….$750.00
(3) Grave opening/close-Infants……..$225.00
(4) Grave marker (*cost per square inch)……..*$0.55
(5) Cremains …….$350.00
(6) Cremains including set up…….$400.00
(7) Columbarium-Single niche, includes opening/closing and some engraving…..$1,100.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving……$1,500.00

(B) An additional charge of $150.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $150.00 for each additional hour.

(C) City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-548 – Approving certain fee changes in the parks department

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-548 Ordinance

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

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the Green Fee 9 holes, weekday from $11.00 to $12.00
- Change the Green Fee 9 holes, weekend from $12.00 to $15.00
- Change the Green Fee 18 holes, weekday from $20.00 to $21.00
- Change the Green Fee 18 holes, weekend from $22.00 to $25.00
- Change the Green Fee 9 holes, weekday senior from $8.00 to $9.00
- Change the Green Fee 9 holes, weekend senior from $9.00 to $12.00
- Change the Green Fee 18 holes, weekday senior from $14.00 to $15.00
- Change the Green Fee 18 holes, weekend senior from $17.00 to $20.00
- Change the Weekday Twilight fee from $14.00 to $15.00
- Change the Weekend Twilight fee from $16.00 to $20.00
- Change the Student Green fee from $9.00 to $10.00
- Change the Golf Cart, 9 holes per person fee from $9.00 to $11.00
- Change the Golf Cart 18 holes per person fee from $16.00 to $18.00

- Change the pull cart fee from $5.00 to $7.00
- Change the Golf adult annual pass fee from $920.00 to $1,000.00
- Change the Golf adult with cart annual pass fee from $1,560.00 to $1,600.00
- Change the Golf family with one unlimited cart fee from $2,000.00 to $2,200.00
- Change the Golf senior annual pass fee from $720.00 to $800.00
- Change the Golf senior with cart annual pass fee from $1,360.00 to $1,400.00
- Change the Golf junior annual pass fee from $90.00 to $100.00
- Remove the Golf twilight pass fee
- Remove the Golf twilight pass with cart fee

- Change the Soccer Tournament Fee for College/High School/Youth from $80.00 per match to $100.00 per match

- Change the Season Pool Pass for Family from $200.00 to $225.00
- Change the Season Pool Pass for Youth from $90.00 to $100.00
- Change the Season Pool Pass for Seniors from $90.00 to $100.00
- Change Schifferdecker Adult Admission from $7.00 to $8.00
- Change Schifferdecker Child Admission from $6.00 to $7.00
- Change Cunningham Adult Admission from $6.00 to $7.00
- Change Cunningham Child Admission from $5.00 to $6.00

- Change the Museum Adult Admission fee from $5.00 to $6.00
- Change the Museum Military/Senior Admission fee from $4.00 to $5.00

The fee changes will be effective on January 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 parks fund budget and golf fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-548 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Joplin Historical and Mineral Museum, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to make certain fee changes to help recover the cost of services provided by the parks department.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $21.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $25.00 per player per 18 holes. The green fees shall be $12.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $15.00 per player per 9 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees

for senior citizens shall be $20.00 per player per 18 holes. The green fees shall be $9.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $12.00 per player per 9 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $1,000.00 per person per year.

b. Senior citizen single annual pass fee shall be $800.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $20.00.

c. A single annual pass with unlimited cart use fee shall be $1,600.00 per person per year.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,400.00 per person per year.

e. A student (also known as "junior" or "youth") annual pass fee shall be $100.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $10.00. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass with one (1) unlimited cart use fee shall be $2,200.00.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $10.00. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $15.00. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Twilight green fee.* The twilight green fee shall be $15.00 on weekdays and $20.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(7) *Pull cart rental.* The pull cart rental charge shall be $7.00 per day.

(8) *Power cart rental.* The power cart rental charge shall be $18.00 per 18 holes per seat. The power cart rental charge shall be $11.00 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such “specials” shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, “Student”, “Junior”, or “Youth” shall mean any person under the age of 18.”

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. The tennis tournament fee shall be $50.00 per court per day.
b. The high school age and college age tennis practice fee shall be $50.00 per player.

c. A tennis activity fee assessed for the usage of city facilities shall be $15.00 per participant per session.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $300.00 per game.
b. A college level and similar level baseball practice shall be $75.00 per practice.
c. A high school age and similar level baseball game shall be $200.00 per game.
d. A high school age and similar level baseball practice shall be $50.00 per game.
e. A baseball activity fee assessed for the usage of city facilities shall be $15.00 per participant per session.
f. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $100.00 per match.
b. An adult soccer tournament shall be $100.00 per match.
c. A soccer activity fee assessed for the usage of city facilities shall be $15.00 per participant per session.

(4) *Softball programs.*

a. A softball game with lights shall be $125.00 per game.
b. A softball game without lights shall be $100.00 per game.
c. A softball activity fee assessed for the usage of city facilities shall be $15.00 per participant per session.
d. Additional fees.
    i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Football programs.*

a. A football activity fee assessed for the usage of city facilities shall be $15.00 per participant per session.

(5) *Shelter facilities.*

a. The shelter facility rental fee shall be $50.00 per day.

(6) *Parks Special Event Permit.*

a. A special event permit fee of $200.00 for the usage of any city park shall be assessed per event.

(7) *Community Center Facility Rental.*

a. The community center facility rental fee shall be $50.00 per event.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charges.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.
(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"ARTICLE III. JOPLIN HISTORICAL AND MINERAL MUSEUM

Sec. 86-72 Fees at Joplin Historical and Mineral Museum.

(a) The museum admission fee shall be $6.00 for anyone 13 years of age and over, and $5.00 for a Senior Citizen or a Military person.

(b) The museum special event or tradeshow rental fee shall be $100.00 per hour.

(c) The museum meeting room rental fee shall be $25.00 per hour.

(d) For purposes of this section "Senior Citizen or Military Person" shall mean any person age 60 and above, any person permanently and totally disabled from employment at any age, or any person that has served in the armed services.

Section 4. That Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE V. SWIMMING POOLS

Sec. 86-152 Admission Fee.

(a) The pool admission fee for Schifferdecker Family Aquatic Center shall be $8.00 for adults over 15 years of age, and $7.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(b) The admission fee for Cunningham Family Aquatic Center shall be $7.00 for adults over 15 years of age and $6.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(c) The supervisor, with the approval of the parks and recreation board, shall have authority to set certain times when there shall be no admission fee for swimming in the municipal pools, and the park supervisor shall have the authority to place certain restrictions on free admission.

(d) Season passes for all municipal swimming pools.

(1) A family (three or more) season pass shall be $225.00 per family per year.

(2) An adult individual, aged 18 years and older, season pass shall be $100.00 per person per year.

(3) A youth individual, aged 17 years and under, season pass shall be $100.00 per person per year.

(4) A senior citizen season pass shall be $100.00 per person per year.

(e) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under federal income tax law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their federal income tax filing for the most recent tax reporting period.

(f) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(g) The director of parks and recreation is hereby authorized to establish a program granting a reduced rate, up to 50 percent for pool memberships based upon family income."

Section 5. 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-549 – Approving certain fee changes in the zoning regulations

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-549 Ordinance

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

SUMMARY
This Council Bill changes certain existing fees in the planning and zoning department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to planning and zoning department fees.

The proposed changes are as follows:

- Change the rezoning application fee from $600.00 to $625.00
- Change the special use permit application fee from $600.00 to $625.00
- Change the special use permit renewal fee from $600.00 to $625.00
- Change the short-term rental permit fee from $550.00 to $625.00
- Change the request for board of zoning adjustment fee from $600.00 to $625.00
- Change the request for vacations fee from $600.00 to $625.00
- Create a new encroachment permit fee at $625.00
- Change the site plan/development review fee from $600.00 to $625.00

The fee changes will be effective on January 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 community planning fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-549 ORDINANCE NO.

AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations be repealed and a new Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI – ZONING REGULATIONS**
Article 25 - Administration

Sec. 29A-2514. ***Fees.***

Rezoning Application	$625.00
Special Use Permit Application	$625.00
Special Use Permit Renewal	$625.00
Short-Term Rental Permit	$625.00
Request for Board of Zoning Adjustments	$625.00
Request of Vacation of Streets, Alleys, and Easements	$625.00
Encroachment Permit	$625.00
Site Plan/Development Review	$625.00

1. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charge."

Section 2. 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-550 – Approving certain fee changes in the advertising regulations

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-550 Ordinance

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

SUMMARY
This Council Bill changes certain existing fees in the planning and zoning department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 23, 2025. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to planning and zoning department fees.

The proposed changes are as follows:

- Change the detached sign permit fee from $1.50 per square foot to $2.00 per square foot
- Change the attached sign permit fee from $2.50 per square foot to $3.00 per square foot
- Change the billboard sign permit fee from $2.50 per square foot to $3.00 per square foot

The fee changes will be effective on January 1, 2026.

FUNDING SOURCE
This revenue is included in the fiscal year 2026 community planning fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-550 ORDINANCE NO.

AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, be repealed and a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. SIGNS**

Sec. 6-35. Permit.

(a) *Required.* Except as otherwise provided in this article, it is unlawful for any person to erect, alter, relocate, create by painting or maintain a sign within the city without first obtaining a permit from the chief building official.
(b) *Application.* Application for a permit required by the provisions of this article shall be made to the chief building official. Such application shall be accompanied by plans and specifications for the sign as required by this article, and a description of the location of the sign, as necessary to fully advise the chief building official of the construction of the sign.
(c) *Issuance.* If the plans and specifications accompanying the application for a permit required by this article shall be in accordance with the provisions of the city's building code, the chief building official shall issue such permit.
(d) *Display of permit number on sign.* No sign shall hereafter be erected unless a label permanently affixed thereto shall be clearly and visibly displayed at all times indicating the number of the permit issued therefor.
(e) *Expiration.* Every sign permit issued by the chief building official shall become null and void if work on the sign is not commenced within 180 days from the date of such permit. If work authorized by such permit is suspended or abandoned for 90 days after the work is commenced, the sign shall be considered abandoned unless a new permit shall be first obtained to proceed with the work on the sign and the fee will be one-half the original fee,

provided that no changes have been made in the original plans. No permit shall be renewed more than once.

(f) *Submission of plans.* Every applicant for a sign permit shall file with the application a plan showing the height of the sign from the street grade to the top of the sign, the height of the bottom of the sign from street grade, a view of the sign showing the total effective area and copy, the setbacks from all street lines and property lines, and the type and size of all support structures.

(g) *Fees.* The fee for the erection of any sign, except portable signs, shall be as follows:
   (1) For attached signs the fee shall be $3.00 per square foot of the total effective area.
   (2) For detached signs the fee shall be $2.00 per square foot of the total effective area, but in no instance shall the permit fee for a detached sign be less than $25.00.
   (3) For billboards, the fee shall be $3.00 per square foot of the total effective area.

(h) *Fees for portable signs.* All portable signs shall have a permit with a unique number assigned and permanently affixed to the sign. The permit fee for portable signs shall be paid annually in the amount of $100.00 per sign. Each portable sign shall be levied an inspection fee of $25.00 on each occasion it is moved to a new location or moved within the property where originally set. The owner of the sign and the operator of the sign business shall be jointly and severally liable for all applicable fees. The city shall have the power to sue the owner of the sign or the owner of the sign businesses in a civil action and receive any such sums due, plus a reasonable attorney's fee to be fixed by the court.

(i) *Denial, suspension or revocation.* The chief building official may, in writing, suspend, deny or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud or noncompliance with this article. When a sign permit is denied by the chief building official, he shall give written notice of the denial to the applicant, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of the sign code or other pertinent code used as a standard for the basis of denial.

(j) *Fee review process.* City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge.

Section 2. 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-551 – Approving the Salary Administration Plan for Classified and Unclassified positions with a new position and amending the budget for Emergency Communications

MEETING DATE
November 17, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-551 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified 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 the Salary Administration Plan for Classified and Unclassified positions with a new position and amends the budget to help address the critical staffing needs in Emergency Communications.

BACKGROUND
An internal working group comprised of Chief Ezell, Deputy Chief Nimmo, Chief Pearson, Assistant Chief Lewis, Captain Duncan, Finance Director Leslie Haase, Human Resources Director Michelle Ducre, and Public Safety Communications Manager Cheryl Konarski met to develop a plan to help address a critical staffing shortage in Dispatch. A comprehensive short-term plan was presented to City Council at the last informal meeting. Following the feedback received during this meeting, the work group met again and presents this plan for your consideration. The plan needing formal Council approval is to create an Operator III position and to purchase new AI technology.

An Operator 3 position is being recommended, similar to the creation of the Transit 3 position, where qualified employees will have the opportunity to be promoted to a higher pay grade to provide an ongoing training component to the division, which includes not only training new Public Safety Communications Operators, but also developing continuing education training within the Emergency Communications Center and assisting with training opportunities across the public safety communications profession. Currently, the City only has three levels before reaching the Manager position. Other Emergency Communication Operations have five or more levels before reaching the Manager position. Much like creating the Transit 3 position, the creation of this third level will allow flexibility to bring lateral candidates to the organization at

higher steps in recognition of their experience. The City has had recent interest from lateral candidates and the work group believes this flexibility will help attract these experienced workers, along with the future opportunity to advance to Operator 3. The work group believes this position will help address both recruiting and retention. The estimated current cost of adding this position is $30,000.00 annually.

New technology is being developed that utilizes AI to improve work flows for dispatch. This tool allows for a voice transcription from a call to the dispatch console, which allows for faster work. This tool will also reduce work demands on dispatchers. This tool costs $11,500.00 for the first year and $10,000.00 annually thereafter. This tool is still in development and is anticipated to be available publicly during the first quarter of 2026. The City will purchase and implement this new tool when it becomes available.

While there are no guarantees, the work group believes these two measures will help address the critical staffing shorting in dispatch for the short-term. However, this plan does not fully address a long-term solution. The organization as a whole has a critical need for additional resources and funding to allow for a more permanent and long-term solution for dispatch. Absent an additional revenue source, the proposed measures are only short-term corrections.

This council bill also includes a budget amendment of $41,500.00 to fund the new position and the cost of the new AI technology.

FUNDING SOURCE
This item includes a budget amendment.

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

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE DECEMBER 2, 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 DECEMBER 2, 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 Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Public Safety Communications Operator III																		
	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 DECEMBER 2, 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 DECEMBER 2, 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)																		

COUNCIL BILL NO. 2025-551 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 for Fiscal Year 2025-2026; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2025-152 on October 20, 2025; and,

WHEREAS, the City Council desires to create a new position to help address the critical needs of Emergency Communications, specifically 911 functions; 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 December 2, 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 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 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Forty-One Thousand Six Hundred Fifty Dollars and No Cents ($41,650.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this ordinance shall become effective on December 2, 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 2025-291 – Approving an agreement per the Enhanced Enterprise Zone Abatement Guidelines with AM Properties Two, LLC.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 1, 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 council bill is a request by AM Properties Two, L.L.C. doing business as Allgeier Martin and Associates, Inc. (AMA). AMA is requesting a partial abatement of the ad valorem taxes on a new addition they are currently constructing onto their existing building in the Crossroads Industrial Park at 7231 E. 24th St. The taxes would be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
AMA is currently completing an addition onto their existing building. Part of the incentive packaged offered to AMA includes the partial abatement of ad valorem taxes through the EEZ program.

AMA is an established consulting engineering firm providing civil engineering, surveying and related services in the Midwest. With a staff of over 120 employees representing diversified disciplines, they currently provide expertise and assistance for a wide variety of clients and projects.

AMA built a new 32,000 sq. ft. facility in the Crossroads Industrial Park in 2012. They are currently constructing a 12,900 sq. ft. addition. The expanded business operation and will create 12 new jobs within 6 years. The company projects they will create four new full-time jobs within two years. The average annual wage of the newly created jobs is approximately $70,000 with benefits which is approximately 138% of the average county average wage ($50,627). The investment by the company into the new addition (real property) is approximately $3.7 million. An additional $400,000 will be spent on FF&E (furnishings, fixtures, & equipment). Under the State of Missouri regulations for the Enhanced Enterprise Zone program, communities must offer a minimum of 50% tax abatement of the ad valorem taxes for 10 years to companies that create at least two jobs. This amount and term is identified as the "base" in the Enhanced Enterprise Zone Tax Abatement Guidelines (see Exhibit B) that was adopted by the Joplin Area Enhanced Enterprise Zone Board.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval of this agreement and offer the base amount of abatement per the Enhanced Enterprise Zone Tax Abatement Guidelines on an emergency basis per Section 2.12, (5) of the Home Rule Charter of the City of Joplin, Missouri, since the ordinance determines the tax rate and assessments, and as such, is considered an emergency.

ATTACHMENTS
CB 2025-291
Exhibit A – Legal Description
Exhibit B – EEZ Tax Abatement Guidelines
Notice of Intent (NOI)
Map

COUNCIL BILL NO. 2025-291 ORDINANCE NO.

AN ORDINANCE, authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing and emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created by Allgeier Martin and Associates Inc. and are in the field of office/professional services and,

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes on only the new improvements made to property located at 7231 East 24th Street more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of fifty percent (50%) commencing January 1, 2026 and continuing to and ending after December 31st, 2035.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Allgeier Martin and Associates, Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Allgeier Martin and Associates, Inc has twenty-four months beginning January 1, 2026 to create 4 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12, (5) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance determines the tax rate and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING PART OF THE NORTH HALF (N1/2) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF (NW1/4 NE1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE S01°40'54"W A DISTANCE OF 1222.85 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4) TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44) AND THE POINT OF BEGINNING;

THENCE N67°05'33"E A DISTANCE OF 416.57 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;
THENCE S22°54'27"E A DISTANCE OF 279.46 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;
THENCE N89°21'45"W A DISTANCE OF 232.33 FEET ALONG SAID SOUTH LINE;
THENCE S20°38'13"E A DISTANCE OF 407.66 FEET;
THENCE N89°10'27"W A DISTANCE OF 417.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4) OF SAID SECTION 15;
THENCE N89°10'27"W A DISTANCE OF 69.64 FEET;
THENCE N22°54'27"W A DISTANCE OF 397.88 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44);
THENCE N67°05'33"E A DISTANCE OF 34.83 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, SAID POINT BEING 203.50 FEET WESTERLY (N89°15'06"W) OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE N67°05'33"E A DISTANCE OF 223.76 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS, IF ANY.

CONTAINING 6.36 ACRES (277,142 SQUARE FEET) MORE OR LESS.

EXHIBIT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~	10 yr /100% ~~5yr / 75%~~
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 50%~~	~~15 yr / 100%~~	~~15 yr / 100%~~ ~~5yr / 50%~~
140% CAW	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~2 yr / 75%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~ ~~5 yr / 50%~~	~~20 yr / 100%~~

Base: 10 yr / 50% for companies creating a minimum of two jobs in the targeted clusters, or not in the targeted clusters with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

Missouri Department of
Economic Development

Missouri Works Program

Notice of Intent (NOI)

New Jobs Programs

PROJECT REQUIREMENTS (Net new jobs must be created within 2 years of the NOI approval) Note: "Existing" means that the company has operated in Missouri for a minimum of 10 years.						
√ One	Program Category	Minimum New Jobs	Minimum New Private Capital Investment	Minimum Average Wage for New Jobs	Health Insurance Offered and Paid at Least 50%	Program Benefits *Discretionary incentives may be available if certain criteria are met.
✔	**Zone Works** (Must be located in an Enhanced Enterprise Zone.)	2	$100,000	80% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.
	Rural Works (All counties except Boone, Buchanan, Clay, Greene, Jackson, St. Charles, St. Louis County and City)	2	$100,000	90% of County Average Wage	Yes	Same as Zone Works (above).
	Statewide Works	10	N/A	90% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.*
	Mega Works 120	100	N/A	120% of County Average Wage	Yes	6% of new payroll for 5 years, or 6 years for existing MO companies.*
	Mega Works 140	100	N/A	140% of County Average Wage	Yes	7% of new payroll for 5 years, or 6 years for existing MO companies.*
	Deal Closing Fund	10	N/A	100% of County Average Wage	Yes	Tax Credit within 1 year (must meet certain criteria and receive proposal from DED).
	Qualified Military Projects	10	Real or Personal Property Amount as outlined in the Proposal	90% of County Average Wage	Yes	A term no longer than 15 years. Tax Credits equal to estimated withholding taxes

Mail this Form to:

Missouri Department of Economic Development, Business and Community Solutions
PO Box 118, 301 W. High Street, Room 770, Jefferson City, MO 65102-0118
Phone: 573-751-4539
https://ded.mo.gov/programs/business/missouri-works **E-mail:** ded_bcs.moworks@ded.mo.gov

Missouri Department of
Economic Development

MISSOURI WORKS PROGRAM
NOTICE OF INTENT (NOI)

APPLICANT COMPANY INFORMATION

Qualified Company or Parent Company	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
AM Properties Two, LLC	27-0746624	

Address of Project / Primary Facility	Number of Current Full Time Employees at this facility	126	Number of Facilities in Missouri	1
7231 E 24th Street				

City	County		Zip Code +4
Joplin	Jasper	Missouri	64804

Tax year of Company	☑ Calendar	☐ Other (Please Describe)	Beginning: MM/DD	Ending: MM/DD

Does the applicant use any of the following? ☐ Payroll Provider ☐ Professional Employer Organization (PEO) ☐ Common Paymaster
(If the company uses a PEO, please provide DED with a copy of the PEO agreement.)

CONTACT INFORMATION (Please provide two (2) people that DED may contact directly regarding this program. At least one must be a company contact.)

Contact Person	Title
Christopher Erisman	First Vice President/Treasurer

Address	City	State	Zip Code
7231 E 24th Street	Joplin	MO	64804

Telephone Number	Fax Number	E-mail
417-680-7380		chris.erisman@amce.com

Contact Person	Title
JoBeth Shumaker	VP - Finance

Address	City	State	Zip Code
7231 E 24th Street	Joplin	MO	64804

Telephone Number	Fax Number	E-mail
417-680-7197		jobeth.shumaker@amce.com

TYPE OF BUSINESS

☐ Fiduciary ☐ C-Corp ☐ S-Corp ☑ LLC ☐ Sole Proprietor ☐ Partnership ☐ Non-Profit ☐ Other_____

OWNERSHIP: Percent of total ownership for **ALL TYPES OF BUSINESSES** must total 100% except for C-Corps. For C-Corps, please attach a list of the Board of Directors and anyone with a 10% or more ownership interest. See the Missouri Works Program Guidelines for the definition of "Owner" by business type.

Name(First, MI, Last) or Company / Trust	DOB	% Ownership	Name(First, MI, Last) or Company / Trust	DOB	% Ownership
CHRISTOPHER L ERISMAN	11/28/197	25 %	KURT E HIGGINS	04/12/1969	25 %
STEVEN C MCNABB	02/06/196	25 %	BARTON J NICHOLS	08/16/1966	25 %
		%			%

Is this company owned 51% or more by women?	☐ YES	☑ NO	Is the company publicly traded?	☐ YES	☑ NO	Symbol

PROJECT INFORMATION

Was the Company offered a Proposal by DED for this project?				☐ YES	☑ NO
IF YES:	Date of the Proposal		Name of Company or Project Name on Proposal		
Has the company performed significant, project-specific site work at the project facility?				☑ YES	☐ NO
Has the company purchased any machinery or equipment related to the project?				☑ YES	☐ NO
Has the company publicly announced its intention to make new capital investment at the project facility?				☑ YES	☐ NO
Is the Project facility the company's permanent facility? If no, explain on additional sheet of paper.				☑ YES	☐ NO
Does the company participate in an employee stock ownership plan?				☑ YES	☐ NO

Is the applicant delinquent in the payment of any non-protested taxes or any other amounts due to the state or federal government or any other political subdivision?	☐ YES	☑ NO
Has the company filed for or publicly announced its intention to file for bankruptcy protection?	☐ YES	☑ NO
Will any additional locations be included as part of the project? (Must be within 60 miles of each other.)	☐ YES	☑ NO
Will any additional companies be creating investment or new jobs for this Project?	☑ YES	☐ NO

Please list any additional companies and/or facilities to be included as part of the project on the Facility Detail Worksheet.

Company Name	Address	City	County	FEIN
Allgeier, Martin and Associates, Ir	7231 E 24th Street	Joplin	Jasper	43-1146318

HEALTH BENEFITS

Will the company offer health benefits to all full-time employees at all facilities in MO and pay at least 50% of the premium? (Cannot be a reimbursement or stipend paid to employee for ACA Exchange.)		☑ YES	☐ NO
Name of the Health Insurance Company	Fusion Health/Cigna	Percentage paid by employer:	75 %

PROJECT FACILITY INFORMATION (Choose one.)

☐ New to MO	☐ New additional facility in MO	☑ Expansion of existing facility	☐ Replacement of existing facility	☐ Relocation of existing facility.

If Relocating, please indicate county and state from which relocating.	**County:**	**State:**
Check the box if project facility is located in a:	☐ Advanced Industrial Manufacturing (AIM) Zone	☐ State Tax Increment Financing (TIF) District
If this is a relocation/replacement: May require a Letter of Release from County	From where: (Current Address)	To where: (Future Address)
Describe the business activities conducted at the facility:	Consulting Engineering	
List all other federal and state programs for which this facility is applying or is currently utilizing.		
When does the Company plan to meet program requirements and start program benefits? (MM/YYYY)	12/31/2026	

Job Title	# of New Jobs	Annualized Wage of New Job
Engineer	4	85,000
Technician	3	70,000
Field Personnel	3	60,000
Office Staff	2	55,000
Total		840,000
Average Wage	70,000	

Years of Benefits	# of New Jobs Per Year	Amount of Capital Investment Per Year
Year 1	2	$ 500,000
Year 2	2	$ 500,000
Year 3	2	$ 500,000
Year 4	2	$ 500,000
Year 5	2	$ 500,000
Year 6*	2	$ 500,000
Total	12	$ 3,000,000

Has the Company been operating and had employees in Missouri for ten years or more? (If 'Yes' complete **Year 6** above.)	☑ YES	☐ NO

* To qualify for 6 years of benefits, the company must provide documentation such as a Personal Property paid receipt or MO Tax Return from at least 10 years ago.

RELATED COMPANIES: If any of the answers below are 'YES' please list the additional companies and/or facilities with locations in Missouri on the Facility Detail Worksheet.

Does the **applicant company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☐ YES	☑ NO
Does the **parent company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☐ YES	☑ NO
Do any of the **individual owners** of the applicant company own or operate any **other** companies in Missouri?	☐ YES	☑ NO

All other Missouri operations as identified above are assumed to be *Related Facilities* as identified in RSMo 620.2005 which may affect program benefits. If the facilities are NOT *related*, please provide a detailed explanation as to why the facilities are not *related*.

CERTIFICATION

I certify the following:

1. I am at least 18 years old.
2. I have authority to make the representations on behalf of the undersigned Applicant with respect to this Notice of Intent form and all accompanying documents, whether submitted simultaneously or in a supplemental manner (collectively "the NOI").
3. I have authority to submit the NOI to the Missouri Departmentof Economic Development (DED) on behalf of the Applicant.
4. The Applicant understands that the NOI and the information contained in it are material representations of fact upon which DED will rely in determining whether to authorize and issue Missouri Works Program incentives. If it is later determined by DED that the Applicant knowingly provided inaccurate information or knowingly omitted material information in its NOI, in addition to other remedies available, DED may deny the NOI or may terminate an authorization of incentives based on the NOI for cause or default.
5. The Applicant reviewed the NOI and certifies, to the best of its knowledge and belief, that the information in the NOI is accurate and complete as of the date submitted to DED.
6. The Applicant agrees that it must provide immediate written notice to DED if at any time the Applicant learns that the NOI contained inaccurate information when submitted to DED or that information has become inaccurate due to changed circumstances.
7. The Applicant authorizes DED to verify the information in its NOI from any source, including,but not limited to, other Missouri state agencies.
8. The Applicant ☐ is ☒ is not delinquent with respect to any non-protested Missouri state taxes (state income, state sales and use, and state insurance). (If answer is affirmative, provide explanation on a separate sheet of paper.)
9. The Applicant ☐ is ☒ is not a named party in any pending or threatened lien actions or other litigation that would materially impact the Applicant's viability. (If answer is affirmative, provide explanation on a separate sheet of paper.)
10. The Applicant, Applicant's owners, principals, and executives:

    a.☐ have ☒ have not within the three-year period preceding this Application, been found guiltyof a felony;

    b.☐ are ☒ are not currently under indictment for or charged with a felony; and,

    c.☐ are ☒ are not currently on parole or probation for a felony.

    (If any of the above answers is affirmative, provide explanation on a separate sheet of paper.)
11. The Applicant hereby affirms it does not and will not knowingly employ an unauthorized alien (as defined in § 285.525, RSMo) in connection with the project that is the subject of the NOI, for the duration of the project. § 285.530, RSMo.
12. The Applicant hereby affirms it is enrolled in, and will continue to participate in, the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with activities to be conducted under the project that is the subject of the NOI, for the duration of the project.
13. Applicant is providing a copy of its E-Verify Memorandum of Understanding with the U.S. Department of Homeland Security as an attachment to this NOI. § 285.530, RSMo.
14. The Applicant understands that if it is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the documentation required by federal law, the Applicant may be ineligible for any state-administered or -subsidized tax credits, tax abatements, or loans for a period of five years following any such finding. § 285.025, RSMo.
15. Neither the operations of the Applicant nor the receipt of the requested incentives would violate any existing agreement of Applicant's.
16. The Applicant has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the project that is the subject of the Application.

17. The Applicant hereby affirms, pursuant to § 135.802.12, RSMo that it has read and understands the Missouri Works Guidelines, and the notice on this NOI form which informs the Applicant of the requirements of the Tax Credit Accountability Act of 2004, as amended (§§ 135.800-.830, RSMo), including the reporting requirements of § 135.805, RSMo, and the penalty provisions of § 135.810, RSMo.
18. The Applicant agrees to give DED, the Missouri Department of Revenue, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Applicant related to the NOI in order to conduct inspections, audits, or other investigations. The Applicant also agrees to give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

Barton Nichols

Signature of Authorized Representative of Applicant

Barton Nichols

Type or Legibly Print Name of Authorized Representative of Applicant

CEO

Type or Legibly Print Title of Authorized Representative of Applicant

AM Properties Two, LLC

Type or Legibly Print Applicant's Name

State of MO)
) ss.
County of Jasper)

On this 2nd day of October, 2025, before me, the undersigned notary public, personally appeared Barton Nichols [name of Applicant's authorized representative], CEO [authorized representative's title or office] of AM Properties Two, LLC [name of Applicant entity], proved to me through identification documents or personally known to me to be the person who signed this document in my presence, and acknowledged to me that such person signed it voluntarily for its stated purpose on behalf of the entity.

TAMMY S. REED
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Sept. 11, 2028
Commission #12410046

Tammy S. Reed
Notary Public

REQUIRED ATTACHMENTS

CHECK BOX	ATTACHMENTS
☑	**Diversity Hiring Plan**—For Program Agreements effective as of or after 8/28/2019, provide a hiring plan that illustrates good faith efforts to employ racial minorities, contractors who are racial minorities, and contractors who employ at a minimum racial minorities commensurate with percentage of minorities in State of Missouri. The plan must include monitoring of effectiveness of outreach and recruitment strategies in attracting diverse applicants.
☑	**E-Verify Memorandum of Understanding (MOU)** - The company must register with the E-Verify program and submit an executed Memorandum of Understanding. We need the E-Verify for each company that is hiring employees, if those employees are used to qualify for Missouri Works. For more information regarding E-Verify, visit their web site at https://e-verify.gov. **Must be electronically signed by Company & DHS-USCIS.**
☑	**Health Insurance** - Please attach a copy of the employer health insurance plan that is provided to new hires. Cannot be a reimbursement or stipend paid to employee for coverage obtained through an ACA Exchange.
☑	**Multiple Worksite Report** – If applicant has multiple facilities within the state, please complete the Multiple Worksite Report (MWR) – BLS 3020 for the duration of the program benefits, including the twelve (12) months prior to the date the Notice of Intent is received by DED.
☐	**Organization Chart** – Attach a complete organizational chart illustrating the *Qualified Company*'s ownership to include any subsidiaries owned by the parent company or by the *Qualified Company*.
☑	**Facility Detail Worksheet** - Please list any *Related Companies* and their locations within Missouri, and any other Missouri facilities operated by the *Qualified Company*.
☐	**Determination of Related Facility Worksheet** – If the applicant company has multiple facilities within the State or has *Related Companies* with facilities operating in the State, please complete and attach the Determination of Related Facility Worksheet for each facility.
☐	**Tax Clearance** - DED will notify the company if a Form MO-943 needs to be submitted to the Department of Revenue. If multiple entities are participating in this project, a Certificate of tax Clearance is required for each entity.

Please Note: When the Notice of Intent is received, DED will send the Company the Base Employment Information template. The information requested in this spreadsheet is used to calculate the project facility base employment, project facility base payroll, and the related facility base employment (if applicable). The Company's timely response is required. Data should be submitted as an Excel file.

If these documents contain any material that the Company considers to be closed records pursuant to Section 620.014, RSMo, each page must be clearly marked as 'Confidential' and the Company must provide a written explanation of how releasing the information would endanger the competiveness of the business, or any other reason for seeking confidentiality.

Tax Credit Accountability Act of 2004 Annual Reporting Requirements and Penalty Provisions

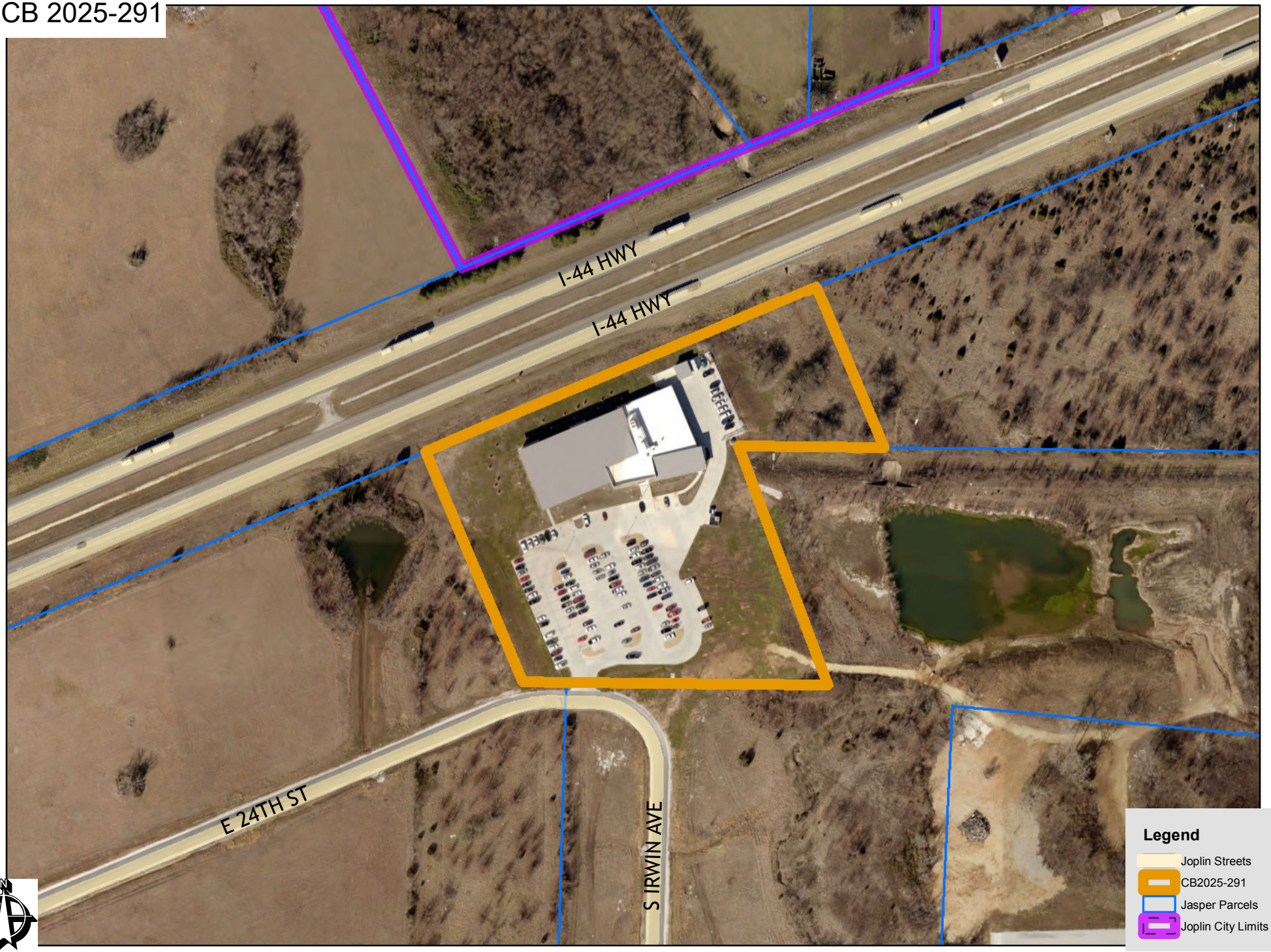
All tax credit recipients must be familiar with the annual reporting requirements and penalties for non-compliance established under the Tax Credit Accountability Act of 2004 (§ 135.800-.830, RSMo). The responsibility for compliance falls upon the tax credit recipient.

Recipients of tax credits are required to submit the Tax Credit Accountability Act Reporting Form to the Department of Revenue. You may contact (573) 526-8733 (Personal Tax) or (573) 751-4541 (Corporate Tax) with any questions.

NOTE: Failure to file the first annual report for more than three months shall result in a PENALTY of 1% of the value of the credits for each month of delinquency, provided such penalty shall not exceed a maximum of ten percent of the value of the credits issued. Failure to file the second or third annual reports for more than three months shall result in a PENALTY of 1.5% of the value of the tax credits for each month of delinquency up to up to a maximum of 20% per report. Fraud in the application or reporting process shall result in a penalty equal to 200% of the credits issued.

If you or someone you know served in the U.S. Armed Forces, we encourage you to visit http://veteranbenefits.mo.gov or call (573) 751-3779 to learn about available resources.

CB 2025-291



Date: 12/10/2012

1 inch = 200 feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-552 – Approving a budget amendment for FY 2026

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-552 Ordinance; Schedule "A" Budget Amendment

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

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

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

This budget amendment in the amount of $52,379.00 is for a change order to Sunrise Elevator. Sunrise Elevator is currently in the process of updating the three elevators in City Hall. While this work was in progress, additional needed work was identified which requires a change order and corresponding budget amendment in the amount of $52,379.00. Sunrise Elevator identified deficiencies in the elevator doors that are required to be addressed that were not included in the original scope of work. This is presented as an emergency because the repair work is already underway and the change order is required in order to continue the repair.

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 $52,379.00.

FUNDING SOURCE
General Fund City Hall Maintenance expenditures are being amended to fund this item as shown on Schedule A.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-552 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, containing an emergency clause.

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

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

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

Section 1. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Fifty-Two Thousand Three Hundred Seventy-Nine Dollars and No Cents ($52,379.00) 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 the 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
2025-2026 ADOPTED BUDGET
1-Dec-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Hall Maintenance	001-4504-520-8220	Operating Equipment			52,379
	Total General Fund			$	-	52,379
	Grand Total			$	-	52,379

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-553 – Approving a one-year Contract with Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage.

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-553 Ordinance; Exhibit "A" Tokio Marine HCC Agreement

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

SUMMARY
This Council Bill approves a one-year contract with Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage for City employees.

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 for a five-year period. Stop loss insurance is bid on an annual basis. In October, the stop loss contract is bid based on actual claims experience. Bids were let with UMR's preferred providers. Tokio Marine HCC responded with the lowest and best bid for these services. Given the City's large claim history and the bids received, it was determined that the current stop loss coverage should remain at the same level of $175,000 per claim beginning January 1, 2026.

With this level of change, Berkley's bid results in a decrease of approximately 1.7% from the current year stop loss premiums. The single fee will decrease from $64.01 to $63.25 per employee per month. The family fee will increase from $199.32 to $200.60 per employee per month. The annual premium will be approximately $779,555.00, which is a decrease of about $13,557.00. However, all of the bids received are lasering out two current city employees due to serious medical conditions. One employee will have a stop loss amount of $500,000, while the other employee will have a stop loss amount of $275,000. If these two employees have medical/prescription costs that reach these higher stop loss amounts during 2026, the City will be approximately 4% over the budget projections that were presented in October. However, the Health Insurance Fund has sufficient reserves to fund this increase, if it occurs.

As a result of actual claims costs, the bid process, the stop loss fees and administrative fees, the health insurance premiums are increasing 1.1% for 2026. Over the last ten years', the national trend increase for health insurance costs has been 7.4%, while the City's average increase over

the same time period has been 4.8%. Claims costs are a function of both utilization and prices. The Wellness Works Group continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from $634.44 to $641.32 per employee, which is an increase of $6.88. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium will increase from $1,332.38 to $1,346.82 per employee, which is an increase of $14.44. The employee's monthly premium will increase from $444.12 to $448.94. The total estimated increase to the City for this benefit is around $64,000.00.

The contract will begin on January 1, 2026.

FUNDING SOURCE
This item is expensed to all funds based on where employees are charged.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis as the payments for this service begin December 1, 2025.

COUNCIL BILL NO. 2025-553 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Contract by and between the City of Joplin and Tokio Marine HCC to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Agreement, in substantially similar form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, 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

Stop Loss Proposal for: City of Joplin

Effective Dates: 01/01/2026 – 12/31/2026

Quoted for: UMR, Inc.

Proposal Number: 4-1475983

Proposal Valid Through: 01/01/2026

TOKIO MARINE HCC

11100 Wayzata Blvd., Suite 350
Minnetonka, MN 55305
Telephone: (763) 486-1000
Facsimile: (763) 486-1001

Underwriter:
Daniel Daley
DDaley@tmhcc.com

Marketing Representative:
John Oconnor
joconnor@tmhcc.com

INDIVIDUAL STOP LOSS COVERAGE

Plan Description		Option 1
Coverages		Medical, Rx Card
Annual Specific Deductible per Individual		$ 175,000
Except for		
[redacted]		$ 500,000
		$ 275,000
Contract Basis		24/12
Lifetime Reimbursement		Unlimited
Maximum Contract Period Reimbursement		Unlimited
Rate(s) Per Month	Enrollment	
Single	323	$ 63.25
Family	222	$ 200.60
Composite	545	$ 119.20
Estimated Contract Period Premium		$ 779,555
Rate(s) include Commission of		0.00 %

OVERALL COST SUMMARY

Plan Description	Option 1
Total Annual Fixed Cost	$ 779,555
Maximum Annual Liability	$ 779,555

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.

Stop Loss Proposal for: City of Joplin

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Underwriter:
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Marketing Representative:
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joconnor@tmhcc.com

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following Items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of $ 87,500, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pended or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- Quote rated with retirees covered. Quote rated with 1 COBRAs being covered based on the census information provided.
- INCUMBENT ADMINISTRATORS ONLY In Lieu of Disclosure Statement,UMR, Inc. approved reports SLAM Report (Stop Loss Activity Management) , UM Cases Open or Closed Within Specified Timeframe, SLAM Report (Stop Loss Activity Management), SLAM Report (Stop Loss Activity Management), SLAM Report (Stop Loss Activity Management), Monthly Aggregate Stop Loss Results will be accepted as disclosure.
- The Specific Contract Period Reimbursement Maximum for any individual with a Separate Individual Specific Deductible will be reduced by the difference between the Separate Individual Specific Deductible and the Policyholder's Specific Deductible.
- Quote Rated with the following UR Vendors: CARE - UR.
- Quote Rated with the following Cost Containment Program(s): UnitedHealthcare ChoicePlus.

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.

Stop Loss Proposal for: City of Joplin

Effective Dates: 01/01/2026 – 12/31/2026

Quoted for: UMR, Inc.

Proposal Number: 4-1475983

Proposal Valid Through: 01/01/2026

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Underwriter:
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DDaley@tmhcc.com

Marketing Representative:
John Oconnor
joconnor@tmhcc.com

Claim disclosure information provided to date for this group has been reviewed and no further information is needed. Rates effective 1/1/2026 are firm and final if acceptance by 11/28/2025. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

-

Subject to the terms and conditions of the Policy and only in the event the plan pays primary for kidney transplant and/or dialysis after 01/01/2026, the Separate Individual Specific Deductible for [redacted] will be $475,000. If the plan does not pay primary kidney transplant and/or dialysis her deductible shall be $275,000 as shown on the Application.

-

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	$ 175,000 / 24/12	

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____

Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-017 – AN ORDINANCE approving a Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, a Municipal Corporation, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall.

MEETING DATE
December 1, 2025

DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2025-017
Memorandum of Understanding and Agreement (MOU)
Friends of Memorial Hall Proposal

REVIEWED BY
City Attorney, Peter Edwards; Director of Finance, Leslie Haase; Director Joplin Athletic Complex, Paul Bloomberg; and City Manager, Nicholas Edwards.

SUMMARY
This council bill approves the Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin and Friends of Joplin Memorial Hall. The purpose of the MOU is to outline the Parties respective responsibilities and conditions that have to be met in order for Memorial Hall to be conveyed to Friends and to be fully redeveloped.

BACKGROUND
Friends of Memorial has submitted a proposal to acquire Memorial Hall and redevelop the building, subject to several conditions and contingencies. Friends and the local hotel industry will work with the Missouri State legislators to pass legislation at the state level that increases the lodging tax that the City of Joplin may levy from four percent (4%) to six percent (6%). If this enabling legislation is passed, the City will hold a local election so that the citizens will vote on increasing the lodging tax from four percent (4%) to six percent (6%). The proposal has an overall budget for renovations of approximately $16,740,396.00. Friends plans to apply for State Historic Tax Credits ($4,398,000.00), Federal Historic Tax Credits ($2,298,200.00) and New Market Tax Credits ($3,400,000.00). In addition, Friends will undertake a community fundraising campaign to raise $2,000,000.00. Upon successful fundraising, Friends of Joplin Memorial Hall will provide a financial statement certifying the completion of the $2M capital campaign, and only after the successful capital campaign will the City issue bonds. Friends is requesting city funds in the amount of $7,000,000.00. The City Funds would come solely from the revenue bonds that are issued and repaid solely from the revenue from the increase in the lodging tax as set forth above. This MOU is conditioned on the 2% lodging tax increase being law and the Joplin voters approving the tax increase. Friends would be responsible for any other funds required to complete the

renovations. In the event that Friends ever ceases operating Memorial Hall in the future, ownership of the building and all improvements would revert back to the City. Friends will obtain no rights to sell or lease the property to any third party in the future and any such sale or lease shall void Friends leasehold rights in the building and ownership of the building and/or leasehold in the building shall immediately revert back to City.

FUNDING SOURCE

Lodging tax, $7 million in municipal bonds repaid through a 2% increase to the lodging tax, if approved by voters.

RECOMMENDATION

Staff recommends this Council Bill be approved on First Reading.

MEMORIAL HALL

REHABILITATION PLAN

12/01/2025

Presented by:

Friends of Joplin Memorial Hall



CONTACT

Lori Haun
417-529-3888
lori@downtownjoplin.com

Melodee Colbert Kean
417-437-8141
melocolbert@yahoo.com

EXH. 1

CONTENTS

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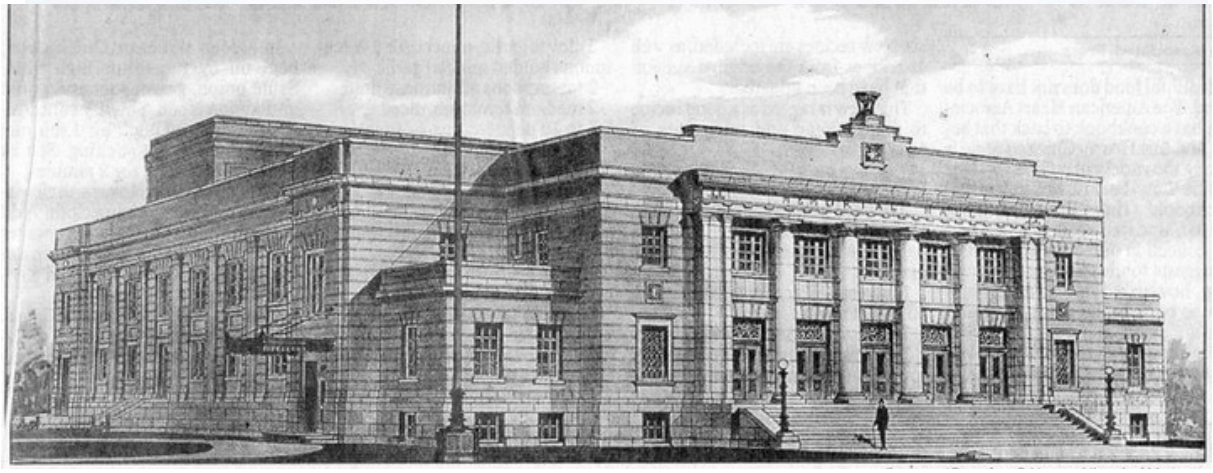
Introduction

Memorial Hall, located at 212 W 8th Street, has played a dynamic role in the community for 100 years. Built as a memorial to honor the men and women who gave their lives for our freedom, this building has been a community centerpiece.

REHABILITATION PLAN



With this plan, the Friends of Memorial Hall propose an alternative to demolition for this community landmark. By evaluating local, state and national incentives, utilizing community support and investment and a public-private partnership, we propose options for rehabilitation and long term sustainability for this community asset.

Our Goals & Objectives

The mission of the Friends of Memorial Hall is to revitalize and preserve our historic Memorial Hall as a thriving community hub that fosters intergenerational engagement, empowers youth, supports veterans, and enriches the lives of all residents and visitors through tourism, activities, education, entertainment, and connection.



SFS Rendering from 2021 Report

This report will show the following for the rehabilitation of Memorial Hall

01 Cost of Rehabilitation is significantly less than previous projections.

02 A variety of incentives for redevelopment make investment in the Hall affordable and attainable.

03 Positive economic and quality of life benefit is derived from a revitalized Hall.

04 Public-private partnership creates a lasting collaborative environment that utilizes the passion and expertise of the community with the resources and stability of the City government.

05 Robert S Thurman Post 13 American Legion return to rightful home

Challenges

Memorial Hall, while a long faithful and well-loved member of the community, has reached a point like many of our 100+ year old downtown buildings and is in need of rehabilitation. Issues with the roof structure, foundation/wall damage related to the elevator and aged general infrastructure require addressing. Cosmetic and operational updates are needed.

Funding for these improvements and a sustainability plan to continue long term maintenance and operations of the facility are required to return this facility to use.



Solution

Public Private Parnership

The Friends of Joplin Memorial Hall propose a public-private partnership for the revitalization of the Hall. As a public building and a community asset, a shared responsibility for Memorial Hall will ensure the greatest success.

Through numerous community surveys conducted by City of Joplin consultants, it is clear that the Joplin community and its veterans wish for Memorial Hall to remain as a shared civic space and community hub. In addition, the community has shown up for council meetings and conducted planning sessions to formulate a plan to create a shared responsibility for the rehabilitation of this community asset.

Future programming for Memorial Hall should support and compliment Connect2Culture and Spiva Center for the Arts operating the Cornell Complex, creating a long envisioned synergy between the facilities. Mutual support and collaboration will prove to be the key to the success of both endeavors.

Instead of spending $3.5-5 million to demolish and replace a structure that has stood as a pillar to the sacrifice of our veterans and a hub of civic activity for over 100 years, let's envision repurposing that same investment towards creating a thriving, revenue-generating community asset that benefits all our community for generations to come. This is not just a building; this is an opportunity—a chance to preserve a historical landmark, while building a community-driven, future-focused hub for tourism, activities, workforce development, entertainment, enrichment, and economic growth.

City Council Request

To ensure success, we ask for the following:

- Council support of continued development of public-private partnership--This partnership will create a shared vision and shared responsibility for the rehabilitation and success of the facility.
- Approve 2% increase in lodging tax to be put forth to Joplin voters. This tax applies to overnight stays for Joplin visitors only and will not impact either the City's funds or residents' tax rates.
- Issue a bond for seven million dollars to go toward the rehabilitation expenses of Memorial Hall. Funding for repayment of the bond to come from a 2% increase in lodging tax.
- City Infrastructure Support – Assistance with items such as site utilities and any zoning adjustments to make the space fully operational.

For generations this building has stood as a witness to our city's evolution and growth as well as a recognition of our veterans. This is an opportunity to include it as a vital part of the future instead of a forgotten "used to be" of the past? This is more than just preservation—it's transformation. Let's provide our youth a space to learn, our seniors a place to gather, our veterans a community home, and our businesses an opportunity to thrive.

Key Elements



Community Demand #1

Need for a dedicated, central facility offering multigenerational programs, meeting space for veterans, affordable community engagement opportunities, and ability to serve as emergency hub in times of disaster.

Economic Impact #2

A revitalized Memorial Hall would generate an economic return through sales tax revenues, while also bringing the community and visitors to shop, dine and stay—versus spending millions on demolition with no return on investment.





Historical and Cultural Asset #3

Cities that protect and revitalize historical landmarks see higher civic pride, increased tourism, and greater economic sustainability. This in turn leads to higher quality of life and improves talent attraction and retention.

Public-Private Partnership #4

Instead of spending taxpayer dollars on destruction, repurposing this funding will complement current investments being done to grow the area through infrastructure improvements, beautification efforts and connectivity.

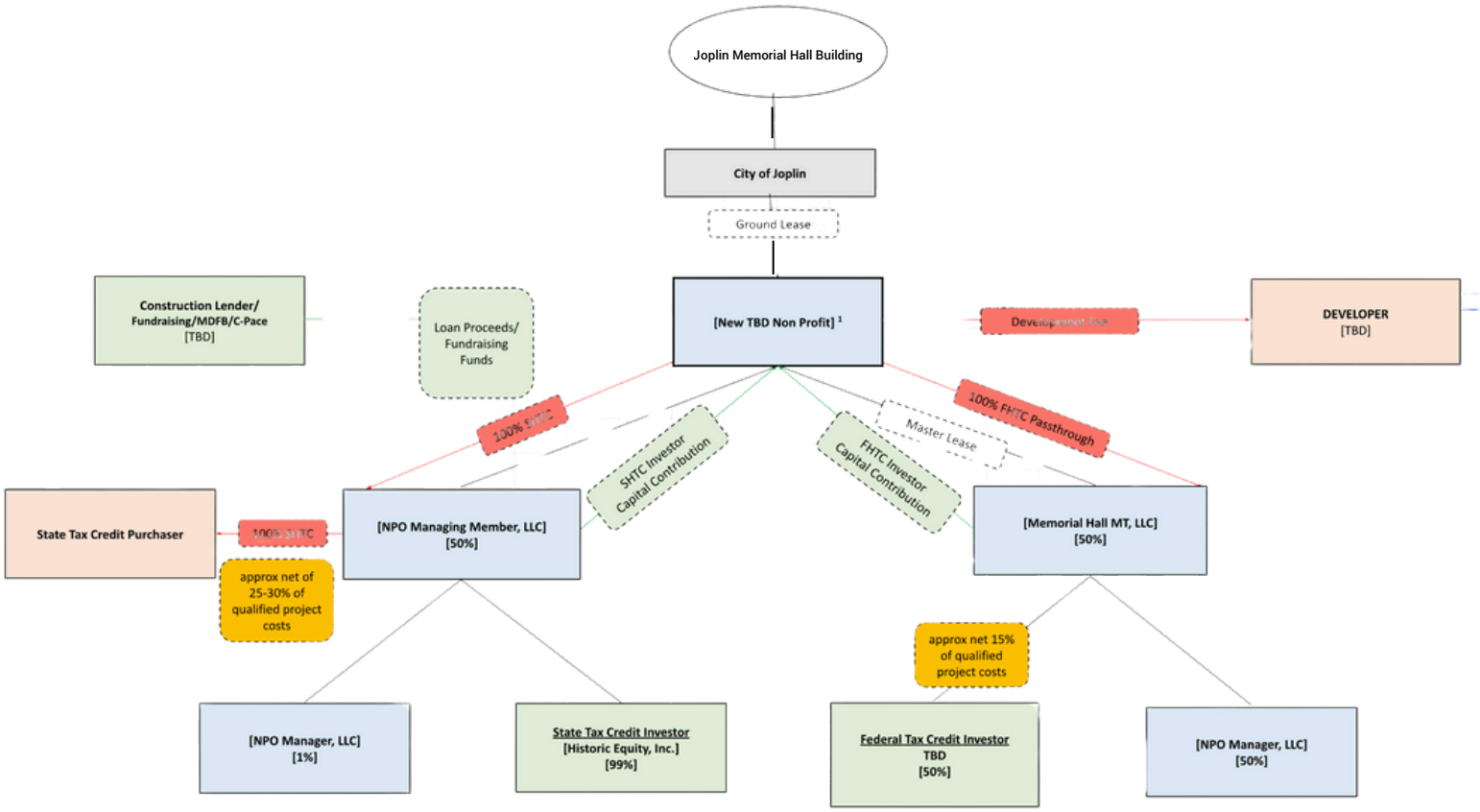


Solution

Public Private Parnership

DESCRIPTION

The recommended public-private partnership for the redevelopment of Memorial Hall is for the City of Joplin to establish a ground lease with a yet-to-be-formed Friends of Joplin Memorial Hall non-profit organization. The Friends of Joplin Memorial Hall would take control of the building itself. The diagram below shows what the organizational structure would look like in order to take advantage of Missouri Historic Tax Credits and Federal Historic Tax Credits.



BENEFITS

- By the city retaining partial a ground lease, support from the city is simplified
- Facility remains available for city purposes such as emergency disaster services
- Non-profit partnership opens up opportunity for grants and donations
- Positive return on investment over greenspace
- Cost benefits for improvements to be completed by non-profit entity

Solution

Rehabilitation Scope

Rehabilitation to include updated systems, structural repairs, modern seating and theatrical needs to return Memorial Hall to full operations on all levels of facility.

Restoration

- Structural Repairs to NE corner
- Mitigate environmental issues
- New HVAC
- New Plumbing

Facility

- Planned seated capacity approx 2200
- New seating: flexible floor and fixed mezzanine and balcony
- Dock to accomodate 53' trailers loading/unloading
- Kitchen updates
- Reconfigured backstage/dressing rooms

Access

- Exterior ramp replaced with stairs and ADA access
- New Elevator
- Expanded and Updated Restrooms
- Wheelchair access to main floor

Veterans

- New 2nd Floor Post 13 meeting space
- Memorials retained

Programming

- Improved ticket booth, lobby and concessions access
- Erect over stage fly
- New sound and light equipment
- Direct access from stage to floor

Rehabilitation Cost Estimate

Cost Opinion Summary

Project: Memorial Hall Remodel - Joplin, MO
Date: March 13, 2025

Building SF
43,600

CROSSLAND CONSTRUCTION COMPANY, INC.
Basement = 5,200 sf
Main Level = 24,700 sf
Balcony Level = 13,700 sf

Trade Package #	Trade Package Description	Current $/SF 43,600	Current SD Budget 3/13/2025
02A	Demolition	$ 10.72	$ 467,600
02B	Foundation Stabilization	$ 8.03	$ 350,000
03A	Cast In Place Concrete	$ 12.84	$ 560,000
04A	Masonry	$ 4.59	$ 200,000
05A	Structural Steel	$ 5.73	$ 250,000
05B	Misc. Metals & Railings	$ 3.67	$ 160,000
06A	Architectural Millwork	$ 2.29	$ 100,000
07A	Roofing	$ 5.55	$ 241,800
07B	Joint Sealants & Waterproofing	$ 1.15	$ 50,000
08A	Doors & Hardware	$ 1.72	$ 75,000
08C	Glass & Glazing/Storefront	$ 1.15	$ 50,000
08D	Overhead Doors	$ 0.23	$ 10,000
09A	Gypsum Assemblies	$ 24.00	$ 1,046,400
09B	Flooring & Wall Tile	$ 11.00	$ 479,600
09C	Painting & Wall Coverings	$ 4.25	$ 185,300
09F	Polished Concrete	$ 0.80	$ 34,850
10A	Specialties (Supply & Install)	$ 2.15	$ 93,740
11A	Food Service Equipment	$ 1.15	$ 50,000
11B	Theatrical Equipment	$ 11.47	$ 500,000
11D	Multiple Seating	$ 22.71	$ 990,000
14A	Elevators	$ 3.10	$ 135,000
21A	Fire Suppression	$ 6.00	$ 261,600
22A	Plumbing	$ 11.00	$ 479,600
23A	HVAC	$ 32.00	$ 1,395,200
26A	Electrical	$ 55.28	$ 2,410,000
31A	Earthwork	$ 4.59	$ 200,000
32A	Site Concrete	$ 11.47	$ 500,000
32D	Landscape & Irrigation	$ 1.72	$ 75,000
33A	Site Utilities	$ 1.15	$ 50,000
SUBTOTAL DIRECT COSTS		**$ 261.48**	**$ 11,400,690**
	Gen. Conditions	$ 11.19	$ 487,860
	Project Requirements	$ 5.66	$ 246,660
	Plan Review & Building Permit	$ 1.72	$ 75,000
1.00%	Insurance	$ 3.32	$ 144,903
0.85%	Bonding	$ 2.85	$ 124,400
6.00%	Construction Mgmt. Fee	$ 20.31	$ 885,579
TOTAL ESTIMATED CONSTRUCTION COST		**$ 306.54**	**$ 13,365,092**
7%	Architect & Engineering Fee	$ 25.12	$ 1,095,166
TOTAL ESTIMATED PROJECT COST		**$ 331.66**	**$ 14,460,258**
10.0%	Contractor Contingency	$ 26.15	$ 1,140,069
10.0%	Design/Estimating Contingency	$ 26.15	$ 1,140,069
TOTAL ESTIMATED PROJECT COST w/ CONTINGENCY		**$ 383.95**	**$ 16,740,396**

Above numbers are provided by Crossland Construction in March of 2025.

Solution

Financials

Possible Rehab Funding Scenario

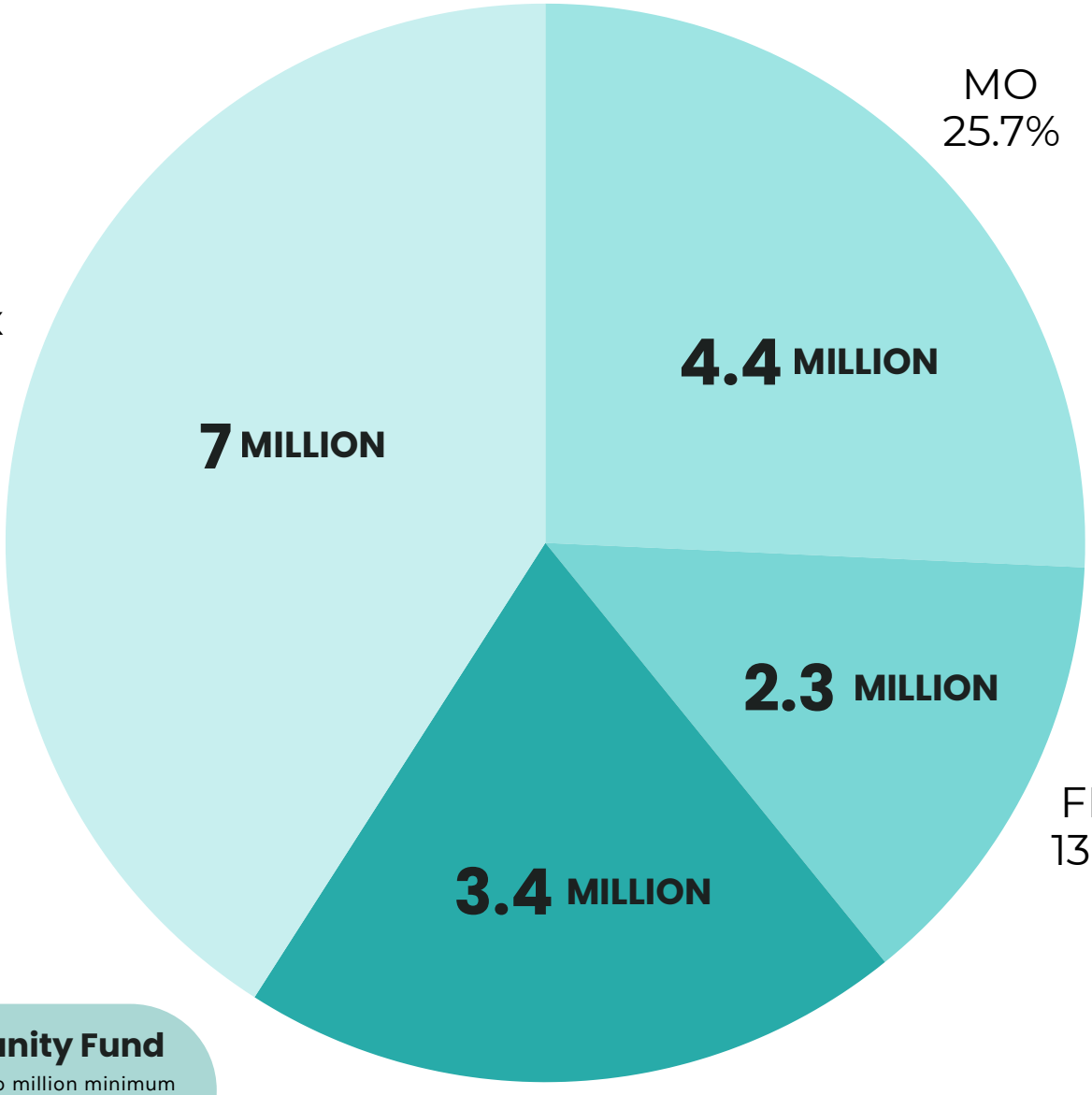
	NOTES	DETAILS	TOTAL
ANTICIPATED CONSTRUCTION COSTS		includes all soft costs plus 20% contingency	16,740,396
STATE HISTORIC TAX CREDIT	Assuming QRE of 15,000,000	35% MO Credit on QRE	4,398,000
FEDERAL HISTORIC TAX CREDIT	Assuming QRE of 15,000,000	20% Federal credit on QRE	2,298,200
NEW MARKET TAX CREDIT		15-20% of total project costs	3,400,000
PUBLIC FUNDS		Bond that will be paid off via 2% increase in lodging tax.	7,000,000
TOTAL FUNDS GENERATED			17,096,200
COMMUNITY FUNDRAISING		Two million minimum for bridge interest, start up costs and long term support	2,000,000

Solution

Financials

Possible Rehab Funding Scenario

Funding Percentages



Community Fund

Additional two million minimum for bridge interest, start up and long term support

Lodging Tax Funding

The majority of Joplin Hoteliers are in support of the submitted proposal using an increase in the lodging tax to help fund the Memorial Hall Improvements via a bond:

- The present occupational license tax shall be increased from four percent (4%) to six percent (6%)
- Funds to be used solely for the construction and maintenance of capital projects to specifically increase tourism in the city
- Composition of CVB advisory board members be a majority from hotel/motel industry, and to be protected
- This tax is paid by overnight visitors at Joplin hotels
- Memorial Hall will be the first project

Solution

Additional Rehabilitation Incentives

Incentive	Description	Benefit	Likelihood
Missouri Historic Tax Credit	State historic tax credits are equal to 35% of qualified renovation expenses.	35%	High
Federal Historic Tax Credit	Federal historic tax credits equal 20% of the qualified renovation expenses.	20%	High
New Market Tax Credit	Managed through the U.S. Department of the Treasury, New Markets Tax Credits (NMTCs) are awarded to CDEs who, in return, deploy the credits to high-impact projects including those that create quality jobs for low-income individuals and provide goods and/or services to low-income communities. The NMTCs can finance up to 20% of a project's total qualifying cost, helping fill a project's capital stack.	Up to 20%	Medium
MDFB Infrastructure Tax Credit	Missouri Development Finance Board provides financial assistance, like loans and tax credits, for public infrastructure projects that benefit local communities. These projects aim to improve local facilities, address health and safety concerns, and support economic development.	Typically $250,000-$500,000	Medium
C-Pace	Commercial property-assessed clean energy (CPACE) is a financing structure in which building owners borrow money for energy efficiency, renewable energy, or other projects and make repayments via an assessment on their property tax bill.	cost of energy efficiency infrastructure improvements	Medium
Brownfield Redmediation Grant	Provides financial incentives for the redevelopment of commercial/ industrial sites that are contaminated with hazardous substances & have been abandoned or underutilized for at least 3 years.	Up to 4 million to remediate environmental issues	Unknown cost/possible funds until Phase 1 and 2 completed
Neighborhood Assistance Tax Credit Program	The Neighborhood Assistance Program (NAP) allows Missouri taxpayers to direct how their taxes are used by donating to state approved charitable organizations. Eligible donors will receive a state tax credit equaling 50%-70% of their gift.	Up to $350,000 in 70% tax credits for donors	Medium
CDBG	From addressing local health and safety concerns to improving local facilities such as senior centers and community centers, CDBG programs are designed to support your community's wellbeing and greater capacity for growth. Grants are available in a variety of categories and can be utilized for a variety of community development initiatives.	Exterior and landscaping improvements may be eligible	Medium
Historic Preservation Fund Grant	Funds of up to $50,000 towards planning documents for rehabilitation; application has already been submitted; $50,000 matching has been committed via DJA EPP fund.	Offset costs of design documents	Awarded
National Trust for Historic Preservation	Funding of $5000 towards professional services related to the redevelopment of Memorial Hall	$5000	Awarded

Solution

Operations Projections

Annual ProForma

REVENUE			TOTAL
PROGRAMMING, RENTALS, DONATIONS, CONCESSIONS			510,000
TOTAL REVENUE			**510,000**
EXPENSES			
PROGRAMMING			36,000
OPERATING			267,889
STAFFING			203,060
TOTAL EXPENSES			**506,949**
PROFIT			3,051

Revenue Model: Sustaining Vision

- Facility Rentals/Special Events: Weddings, local business retreats, community gatherings, touring exhibits, entertainment
- Paid Programs/Memberships: Classes, wellness programs, youth mentoring, senior activities, skills classes
- Community Support: Sponsorships, naming rights, individual donations
- Entrepreneur/Business Incubation: Supporting start-ups, pop-up markets, conferences and workforce training

Solution

Timeline

Fall 2025

- MOU with City and FOJMH completed
- Meeting with public held to update on proposal
- Environmental Assessments Phase 1 completed; phase 2 begun
- New non-profit organization created
- Bill for Lodging Tax increase filed

2026

Spring

- Architectural/conceptual plans begun
- Historic tax credit application prepared

Summer

- Downtown Master Plan underway; integrate MH operations and functions based on results; Parking study as part of plan
- Fundraising activities begin
- Historic Tax Credit Application submitted

Fall

- Bill for Lodging Tax passed (August)
- HTC application approved
- New Market Tax Credit process begin
- Finalize funding mechanisms, bridge loans, etc.
- Application for Brownfield Remediation Grant submitted if applicable





2027

Spring

- Public approval of lodging tax increase (April)
- Bond for construction issues
- Construction drawings complete; contractor selected

Summer

- Construction begins
- Fundraising complete

2028

Fall

- Construction Complete
- Host a fantastic concert to welcome the community back to the revitalized MH
- File Final Report on HTC, other funding

2029

Fall

- Receive HTC proceeds
- Receive NMTC proceeds

Community Support

The following support has already been committed to the project.

- Estimated 350 volunteer hours to date with a value of $11,721
- Crossland time investment of cost summary, value of $5960
- DJA committed funds for legal and financial services up to $10,000
- SHPO HPF Grant awarded: $50,000 for design and planning services
- DJA EPP fund: providing match for the HPF grant up to $50,000
- National Trust grant of $5000 awarded for planning services

Total to date: $132,681

AMERICAN LEGION
Robert S Thurman
American Legion Post 13

Southwest Missouri Lodging Association

DOWNTOWN JOPLIN ALLIANCE

C2C
Connect2Culture

Harry M. Cornell
Arts & Entertainment Complex

JOPLIN
Area Chamber of Commerce

JOPLIN COMMONS

About
Friends of Joplin Memorial Hall



The Friends of Memorial Hall consist of a group of concerned citizens representing a cross section of community members and organizations who believe that rehabilitation of Joplin's Memorial Hall to be in the best interest of the community and the City of Joplin.

We present to Joplin City Council a proposed path for a public-private partnership that will rehabilitate the Hall into an economic driver and quality of life asset for Joplin.

Thank you for your consideration and your commitment to our community.

CONTACT

Lori Haun
417-529-3888
lori@downtownjoplin.com

Melodee Colbert Kean
417-437-8141
melocolbert@yahoo.com

Committee Member Bios



Lori Haun is the Executive Director of Downtown Joplin Alliance. This organization is focused on economic vitality for Downtown Joplin through historic preservation. As an accredited Main Street program, DJA advocates and educates and works to create a thriving downtown. In addition to her work with DJA , Lori has personally redeveloped three award winning downtown mixed use historic buildings. Lori believes that your place is what you make it and that the actions of involved citizens can truly make a difference in the community.

Melodee Colbert Kean is a dynamic leader, strategist, and community advocate with a proven track record of service and impact. With over 14 years as a Joplin MO council member and as the Joplin MO Mayor helping guide tornado recovery efforts, Melodee has demonstrated unwavering leadership in times of crisis and growth.



Beyond public service, Melodee has owned and operated MEs Place Soulfood Kitchen for over 10 yrs and has been a licensed MO Realtor since 2002. She has held influential roles across multiple sectors, serving as board president and member for organizations such as a national park, a cultural center, a credit union, the youth enrichment program, and a college business advisory board to list a few. Her commitment to economic and community development is further reflected in her service with the Downtown Joplin Alliance and the local Chamber of Commerce.

With over 20 years of experience in customer service, negotiations, and strategic relationship-building, Melodee has excelled in leadership roles, including President of National League of Cities and as Assistant Manager of a major shopping mall. Her expertise in establishing connections, fostering engagement, and driving fundraising efforts has made a lasting impact in the nonprofit sector, where she serves as a director, championing initiatives that empower communities.

As a state and federal recognized leader and inspirational speaker, Melodee is an experienced resource in governance, business advisory, and community revitalization. Her ability to navigate complex challenges, inspire action, and drive meaningful change continues to shape the organizations and individuals she serves.

Committee Member Bios



Sharon Beshore has been a citizen of Joplin for 45 years. She has served as a member of the statewide Missouri Arts Council since 2005 and served as chairman of the Missouri Arts Council since 2017. She continues to serve the State of Missouri. She brings considerable additional experience as a board member, trustee, community leader, and advocate for the arts. Her leadership helped create Connect2Culture in 2009 to lead a grassroots initiative to build a new home for the arts in Joplin, and in 2013 to develop Connect2Culture as a community arts agency. She served as Connect2Culture's president from 2009 to 2015 and as its chair since 2018. In 2019, she was elected board president of the Harry M. Cornell Arts & Entertainment Complex, the new visual and performing arts center in downtown Joplin that opened in November 2022.

She has served as a Trustee for George A. Spiva Center for the Arts since 2007 and served for nearly 20 years as a Spiva board member. She has served as a founding board member for the Joplin Rotary Sculpture Garden since 2017 and has been a board member of the statewide Mid-America Arts Alliance since 2017. She was the project manager of two community-based murals in Joplin in 2011 and 2016. She has also served on the boards of Stephens College, Thomas Jefferson Independent Day School, the Friends of the Missouri Governor's Mansion, and Missouri Citizens for the Arts.

Clifford Wert is a Joplin native and a current Webb City resident.He obtained his Business Administration degree from Missouri Southern State University in May 1975. He retired in July of 2013 as the Joplin Region President of U.S. Bank after nearly 40 years with the Bank. Past community Board service includes the Joplin Regional Prosperity Initiative, Joplin Area Chamber of Commerce, Joseph Newman Innovation Center, Joplin Capital Corporation, Victory Ministry and Sports Complex, and the MSSU Alumni Association. He served from December 2016 through May 2017 as the Voluntary Chair of the citizen-driven Vision Joplin 2022. He was part of the leadership group that successfully raised more than $19.5 million from Joplin and area individuals, businesses, organizations and foundations for the construction of the Harry M. Cornell Arts & Entertainment Complex.



Present community service includes President and CFO of Connect2Culture, Treasurer of the Cornell Complex, and Trustee and Board Vice Chair of Ozark Christian College, Joplin, Missouri. During the tornado recovery, Wert served as co-chair of the Infrastructure and Environment Sector of the Joplin Citizens Advisory Recovery Team. In 2013, he was named Joplin Area Chamber of Commerce's Citizen of the Year. In October 2023 he was recognized as a Distinguished Alumnus of Missouri Southern State University. He and his wife, Pam, who is also a 1975 Elementary Education degree graduate of MSSU and retired from the Webb City Schools after a 32-year teaching career, have two married daughters and five grandchildren.

Committee Member Bios



As the Co-Owner of Neal Group Construction and four other sister companies, Carolina's mission intertwines sustainability with restoring historic properties. She has been at the forefront of eco-sustainable development. Her award-winning companies have transformed the face of Joplin, MO, turning century-old buildings into vibrant hubs for business and community growth. She is a Costa Rican Lawyer with a Master's in Global Affairs from the Fletcher School of Law and Diplomacy at Tufts University in Boston and is proud to call Joplin her home.

Neal Group Constructions' dedication to reusing and recycling nationally registered historic properties has contributed to the economic revitalization of Route 66 and preserved its unique character. In collaboration with her team, she has successfully created spaces where new entrepreneurs can thrive and new neighbors can meet each other, all while honoring our commitment to the planet and our community heritage.

Carolina was a founding member of the Creative Learning Alliance, a local 501 (c) (3) organization dedicated to establishing a new STEAM destination in the downtown district. Her leadership facilitated the acquisition of the old Joplin Library as the permanent site for this new attraction.

Her civic leadership supports initiatives such as the Joplin Regional Commission for Homelessness, the Equity, Diversity, and Inclusion workgroup, and the BOLD Women Leadership Summit from the Joplin Area Chamber of Commerce. For over a decade, she has been a member of DJA's Economic Vitality Committee.



Jeff Neal has spent 20 years helping revitalize Joplin's Historic Downtown. He and his wife/business partner, Carolina, received the first City of Joplin Façade Grant in 2005 and have since led one of the region's most experienced historic renovation companies.
The Neal's, working as both the general contractor and developer, have demonstrated that "the greenest building is usually the one already built" (C. Elefante). Working in conjunction with talented craftsmen, they strive to give 100-year-old buildings a better next century.

Jeff is a graduate of the U.S. Air Force Academy (13-year veteran) and has a Master's Degree from the Fletcher School of Law and Diplomacy at Tufts University. He uses his extensive knowledge of how government works to his clients' advantage, garnering over $19 million in State Historic Tax Credits, over $14 million in Federal Tax Credits, over $2 million in Brownfield Environmental Tax Credits, and $500,000 in Community Development Block Grant funds.

As an active speaker and a past-president of the Downtown Joplin Alliance, Jeff promotes economic revitalization through historic preservation. He encourages audiences to assemble the right mix of Historic Tax Credits, property tax abatement, and other government programs combined with private investment to bring downtowns back to life. His and Carolina's work has won many awards. Most recently, their work on the Pennington Drug Company Building was recognized by awards from both Missouri Preservation and Historic Revitalization for Missouri.

Committee Member Bios



Luke Gibson is a Commercial Real Estate Broker with Glenn Gibson Commercial Real Estate, bringing over 10 years of experience in the industry. He currently serves as Board President for the Downtown Joplin Alliance and actively contributes through the Organization Committee and the Endangered Properties Program, and currently serves as Outgoing Chair for the Joplin Area Chamber of Commerce Young Professionals Network, being named the 2022 Young Professional of the Year. Luke is deeply invested in the preservation of Joplin's history as well as its growth into the future, and is proud to call Joplin his home.



Todd Patterson is the CEO of Patterson Collaborative based in Joplin and the President of Public Progress based in Kansas City. Patterson Collaborative spearheads neighborhood redevelopment by restoring and renovating both residential and commercial structures. Established in 2020, Patterson Collaborative has successfully completed 26 projects in ten distinct Joplin neighborhoods. Public Progress builds government relations programs and spearheads ballot initiatives for organizations that are committed to generating new revenue for our nation's cities and towns. In the last 17 years, Public Progress has spearheaded efforts across the country that have generated a combined $2.7 billion in new local revenue. Prior to founding Public Progress, Patterson served in various capacities on Capitol Hill.

He worked closely with the Obama Administration in developing and securing resources for the Office of Adolescent Health. Earlier, he served as Chief of Staff for Congressman Russ Carnahan and special assistant to Chairman Dale Bumpers of Arkansas on the U.S. Senate Committee on Small Business. In Missouri, he was part of the Carnahan Administration team where he served as a consultant for several political action committees. As a student at Brown University, Todd Patterson concluded his academic tenure as a research assistant at the Brookings Institution in Washington, D.C., in compiling The New Urban Reality, a book that delves into the evolving relationships between technology, labor, and race. He is a native of Joplin and currently resides in the East Town neighborhood with his dog Sarge.



Robert Harrington - a retired Director of Facilities, brings 50 years of construction and maintenance management experience to the Board, having set up and managed the maintenance departments in multiple hospitals, universities and hotels. Experience includes the management responsibility for $150M in construction at Missouri Southern State University and $180M at St. Johns Regional Medical Center, in Joplin.

He is actively involved in the Joplin community, serving in various leadership roles, including on the City Council and as a member and President of local organizations and boards.

Bob is also a 20-year member of the American Legion, where he has served as Post Commander of Joplin Post 13 for the past four years. Post 13 was instrumental in raising the funds to originally build Memorial Hall in 1923 and Memorial Hall has been the Post's home for the past 100+ years.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, is made and entered into this _____ day of _____, 2025, by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City"), and Friends of Joplin Memorial Hall, (hereinafter referred to as "Friends"), with the City and Friends being referred to collectively as the "parties".

W I T N E S S E T H :

WHEREAS, City owns certain real estate in fee simple commonly known as Memorial Hall, (hereinafter referred to as "the Property").

WHEREAS, Friends has submitted a proposal to acquire Memorial Hall and redevelop the building, subject to several conditions and contingencies as provided herein.

WHEREAS, the parties desires to adopt this Memorandum of Understanding and Agreement (MOU) to outline their respective responsibilities and conditions that have to be met in order for Memorial Hall to be conveyed to Friends and to be fully redeveloped.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Friends of Memorial Hall will form a not-for-profit corporation and this MOU will be assigned to that corporation at a future date. Friends of Joplin Memorial Hall shall have one board seat designated for City representative.

2. City, Friends and the local hotel industry will work with the Missouri State legislators to pass legislation at the state level that increases the lodging tax that the City of Joplin may levy from four percent (4%) to six percent (6%).

3. If this enabling legislation is passed, the City will hold a local election so that the citizens will vote on increasing the lodging tax from four percent (4%) to six percent (6%).

4. The increase to the lodging tax by the City is conditioned on the following:

(a) that the City Council realign the board seats on the Convention and Visitor's Bureau Board of Directors so that a simple majority of seats is held by members of the hotel/motel industry. This restructuring aligns with the original intent of the CVB Board with the hoteliers have a majority voice on the Board since the tax is collected directly from their customers. It is the desire of all of the parties to this Agreement that this majority of seats on the Board for the hoteliers stay in place in perpetuity; and

(b) that the two percent (2%) additional tax revenue, if the tax is passed by local voters, only be used for new capital projects to generate tourism in the City. Tax revenue may be used

for maintenance of those new capital projects as the City Council may determine. The capital projects shall be funded one at a time, with the first project being Memorial Hall.

5. Friends has submitted a detailed proposal and budget for the renovation of Memorial Hall, a copy of which is attached hereto as Exhibit 1. The proposal has an overall budget for renovations of approximately $16,740,396.00. Friends plans to apply for State Historic Tax Credits in the following estimated amounts: ($4,398,000.00), Federal Historic Tax Credits ($2,298,200.00) and New Market Tax Credits ($3,400,000.00). In addition, Friends will undertake a community fundraising campaign to raise $2,000,000.00. Upon successful fundraising, Friends of Joplin Memorial Hall will provide a financial statement certifying the completion of the $2M capital campaign, and only after the successful capital campaign will the City issue bonds. Friends is requesting city funds in the amount of $7,000,000.00. The City Funds would come solely from the revenue bonds that are issued and repaid solely from the revenue from the increase in the lodging tax as set forth above. This MOU is conditioned on the 2% lodging tax increase being law and the Joplin voters approving the tax increase. Friends would be responsible for any other funds required to complete the renovations.

6. The City will retain ownership of the land that Memorial Hall is built on and will lease the Memorial Hall building to Friends under a long-term lease for $1.00/year, or some similar arrangement so that Friends is able to apply for and obtain state and federal historic tax credits. In the event that Friends ever ceases operating Memorial Hall in the future, ownership of the building and all improvements would revert back to the City. Friends will obtain no rights to sell or lease the property to any third party in the future and any such sale or lease shall void Friends leasehold rights in the building and ownership of the building and/or leasehold in the building shall immediately revert back to City. Any deed or lease shall be recorded and shall contain reversionary language consistent with these terms and conditions.

8. After Memorial Hall is renovated, Friends will be responsible for the operation and maintenance of Memorial Hall.

9. Memorial Hall would be available for use by the City in emergency or disaster situations.

10. The American Legion would have dedicated space on the second floor Memorial Hall and the right to use the facility as it has historically. All war memorials stay on site and will be preserved during the renovation.

11. This MOU is conditioned on Connect2Culture declining its first right of refusal to purchase Memorial Hall within twenty (20) days from the date this MOU is executed by the parties, it being understood that if this Memorial Hall project does not succeed, then their right of first refusal would be reinstated.

12. Friends of Joplin Memorial Hall agree to maintain the same existing character and function of the building through renovation and preserve seating for approximately 2,200 seats and its use as a multi-use auditorium with stage. Friends shall consult with the City and the City

shall give written approval to all redevelopment and renovation plans for Memorial Hall.

13. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

14. Assignment. This Agreement shall not be assigned by Friends to any entity without the prior written consent of the City.

15. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

16. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

17. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

18. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

19. Effective Date. This Memorandum shall be effective upon the approval of the City Council. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the not-for-profit corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FRIENDS OF JOPLIN MEMORIAL HALL

By: _____

Clifford Wert

ATTEST:

_____
Secretary

COUNCIL BILL NO. 2025-017 ORDINANCE NO.

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

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

Section 1. That the Memorandum of Understanding and Agreement (MOU) by and between the City of Joplin, Missouri, and Friends of Joplin Memorial Hall, for the purpose of renovating Memorial Hall, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," or copy in similar form to that, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said Memorandum of Understanding and Agreement (MOU) by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Public Works-Engineering

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Infrastructure Improvements Fund.

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

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

day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

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

_____

Leslie Haase, Director of Finance

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

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

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

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

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

The City and Contractor agree to the following:

1. Manner and Time for Completion. Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by April 2, 2026, from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00)for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

17. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. Conflict of Interest.

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

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

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

federal work authorization program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR

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

CITY OF JOPLIN, MISSOURI

_____

Daniel Johnson P.E., Public Works Director

COMMUNITY DEVELOPMENT

_____
Troy Bolander, Planning & Community Development Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

R.E. Smith Construction Company

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

R.E. Smith Construction Company

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Four Hundred Ninety-Nine Thousand Five Hundred Thirteen and 00/100 dollars ($499,513.00)in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

Approved as to form this _____ day

of _____, 20____.

By _____
Signature

_____
Peter Edwards, City Attorney

By _____
Printed Name/Title

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20_____.

By _____
Signature

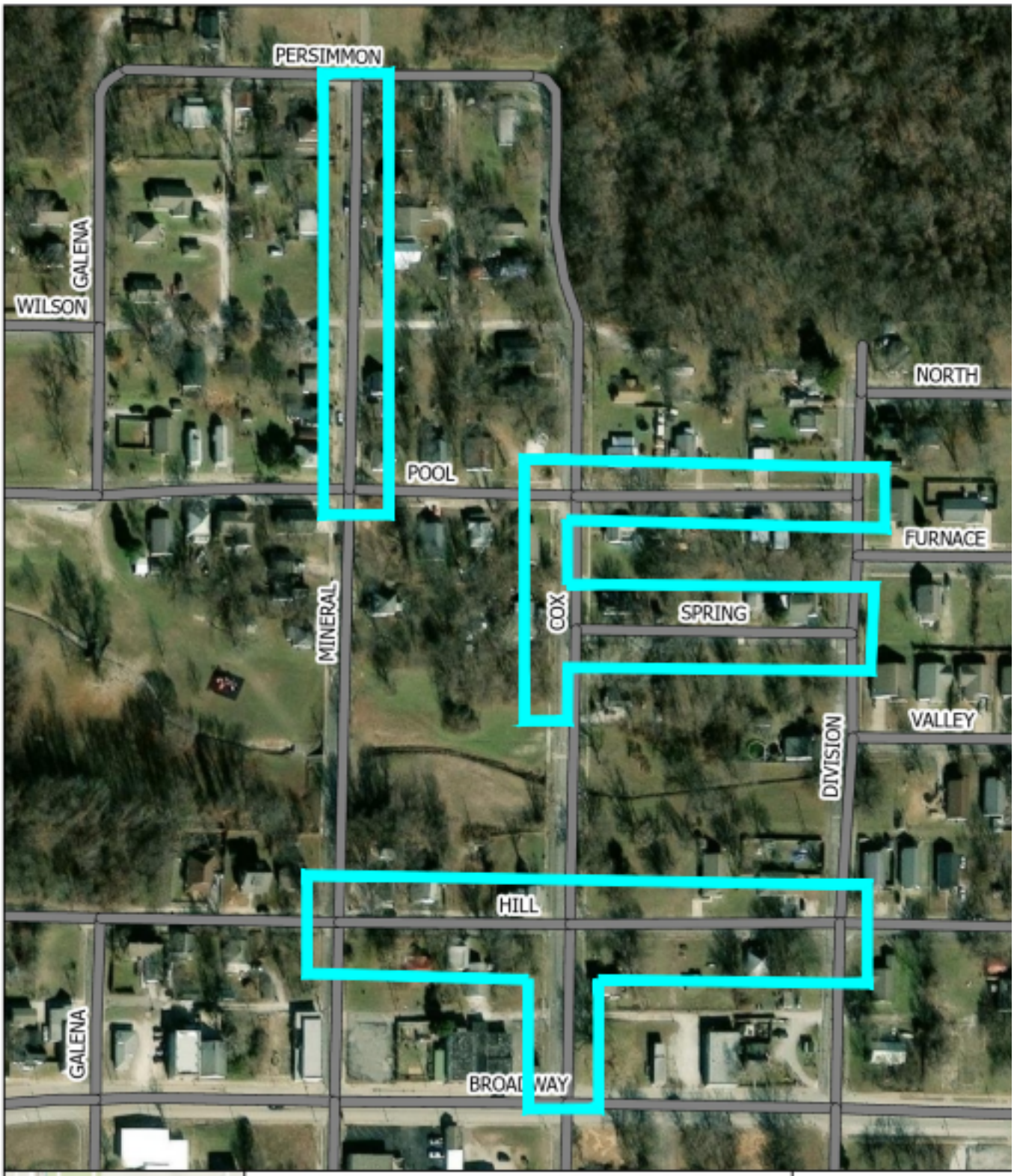
_____
Leslie Haase, Director of Finance

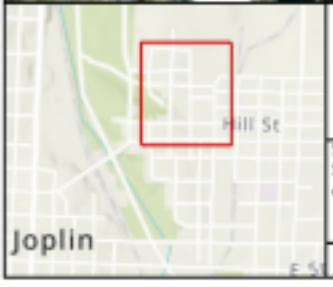
By _____
Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.





EAST TOWN SIDEWALKS

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

2025

Coordinate System: NAD 1983 StatePlane Missouri West FIPS 2403 Feet

N

0 100 200 Feet

0 0.02 0.04 Mi

BID SUMMARY

PROJECT: EAST TOWN SIDEWALKS 2025

DATE OF BID OPENING: November 12, 2025

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
December 1st, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

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

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

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

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

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

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

COUNCIL BILL NO. 2025-154 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

City of Joplin Mo

3457 West Eddy Lane

Sourcewell Member Number # 56543

Attn: C.L Brodie

November 11, 2025

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

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

➢ Total price per unit: $157,405.00

Thank you for your consideration,

Jake Simmons | Sales Consultant

Tri-State Truck Center

Accepted by:

_____ Date: 11/12/2025

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

JOPLIN
3457 West Eddy Lane
JOPLIN
MO 648017758

DATE

11/11/2025

PREPARED BY

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

QUOTE INFORMATION

TRIST2025000261C483
GRANITE 64FR
Qty: 1
Sourcewell Number: 56543

TRI STATE TRUCK CENTER℠



TECHNICAL SPECIFICATION

GRANITE 64FR

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

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

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

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

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

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

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

TECHNICAL SPECIFICATION *(cont.)*

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

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

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

PERFORMANCE - PREDICTOR

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

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

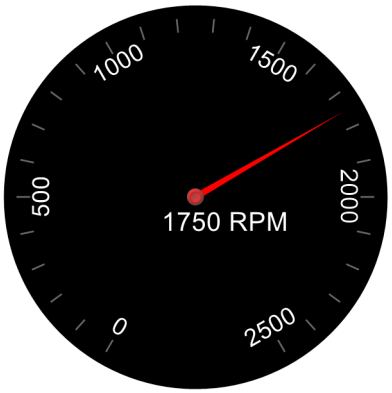
CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1750		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1750	1100 - 1300 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1750	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	41.0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

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

PERFORMANCE - PREDICTOR *(cont.)*

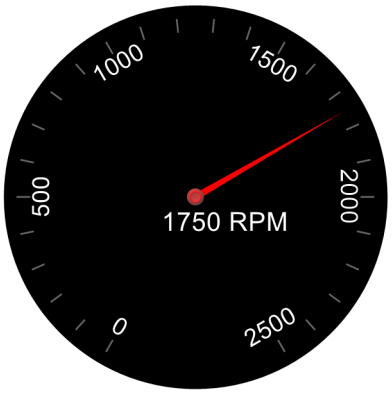
VEHICLE SPECIFICATION SUMMARY			
Gradeability		Recommended Min. Gradeability in Top Gear	
Maximum in Top Gear (Concrete)	3.5%	0.0%	OK
Maximum in Top Gear (Asphalt)	3.3%	0.0%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	36.7%	18.0%	OK
Loading/Unloading Surface Type	CONCRETE LOADING AND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

RPM at 65 MPH





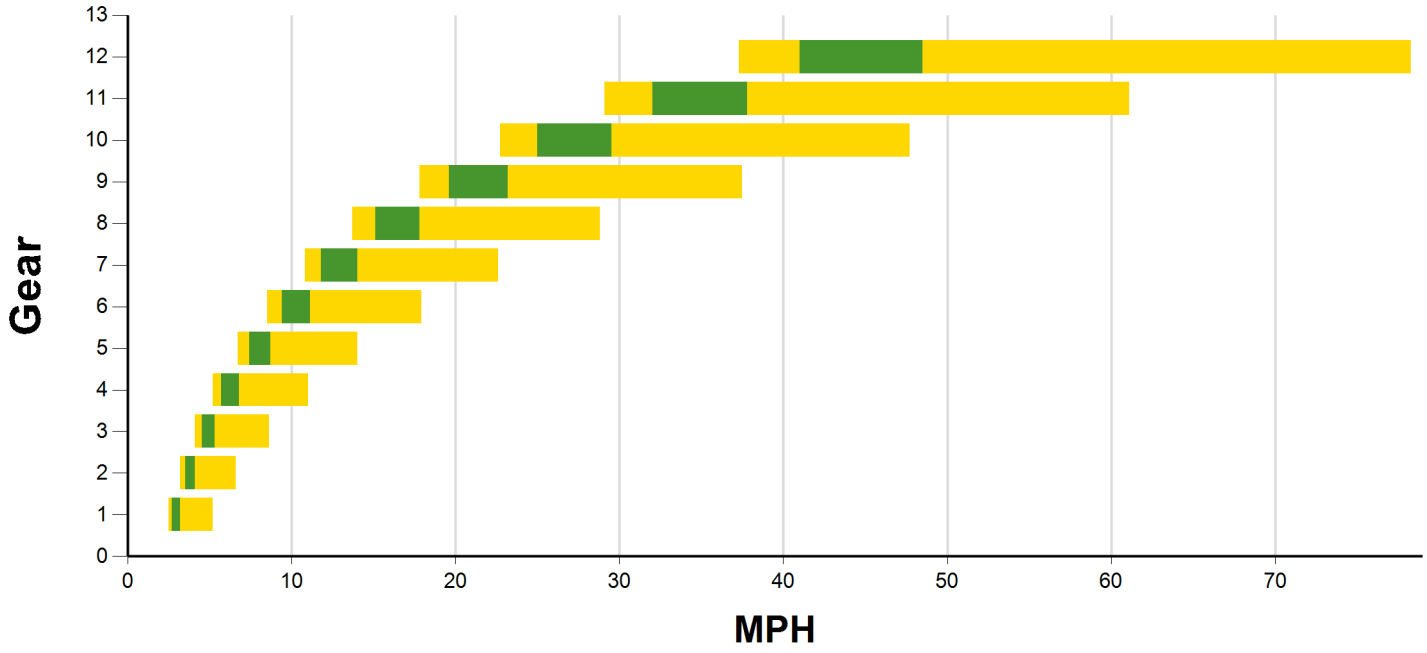
RPM at Cruise Speed



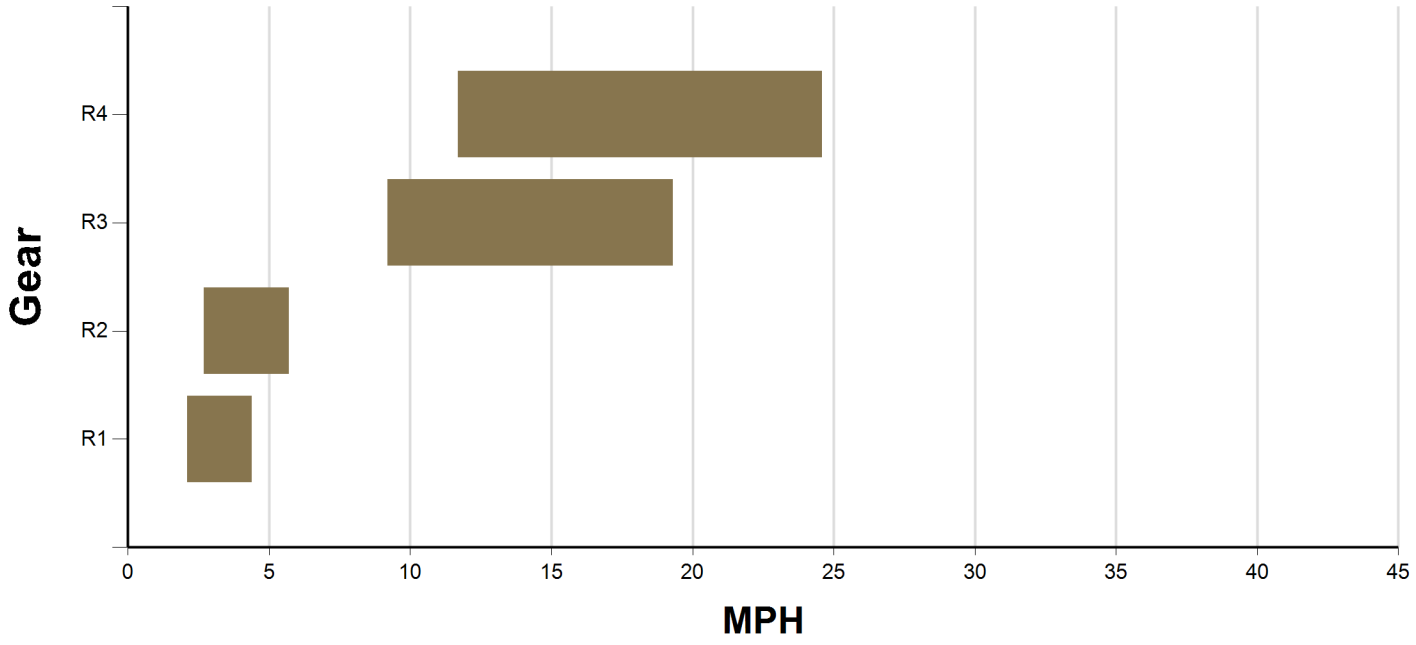


	MPH	RPM
Minimun of Engine Range	37.3	1000.00
Minimum of Economy Range	41.0	1100.00
Cruise Speed	65.2	1750.12
Maximum of Economy Range	48.5	1300.00
Road Speed Limit	65.2	1750.12
Maximum of Engine Range	78.3	2100.00

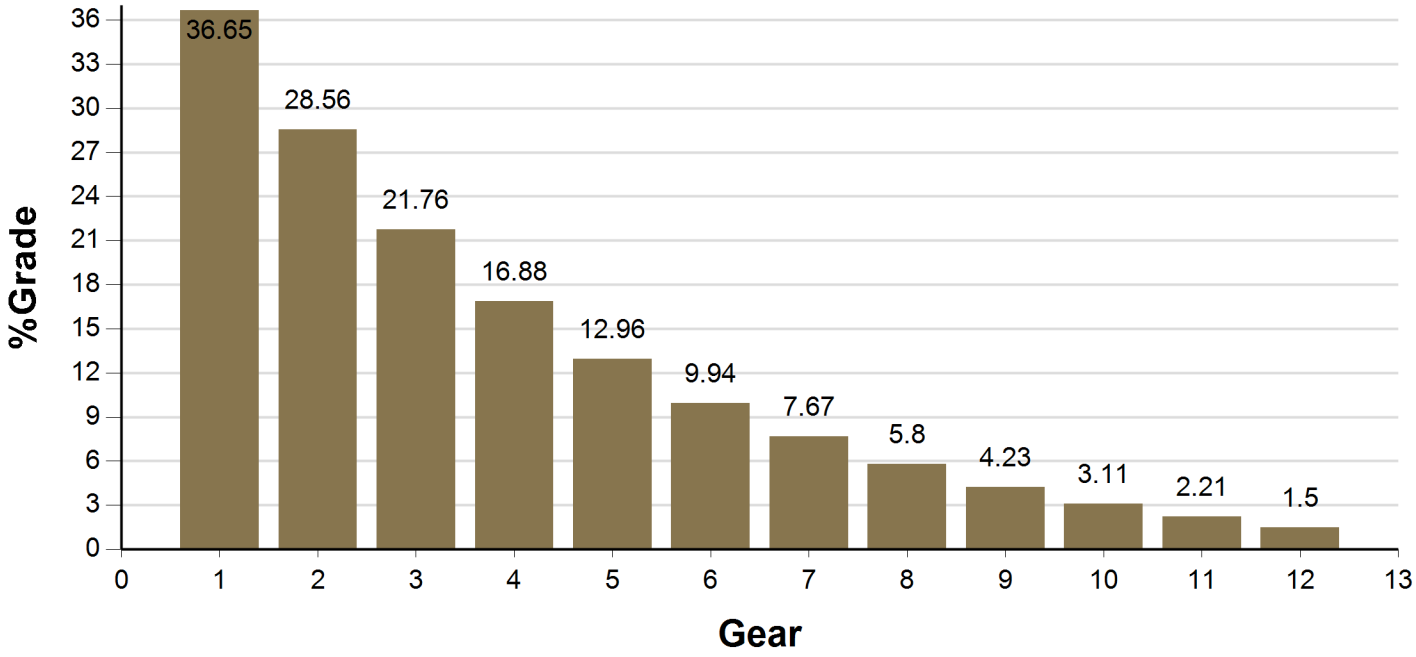
Forward Geared Speed



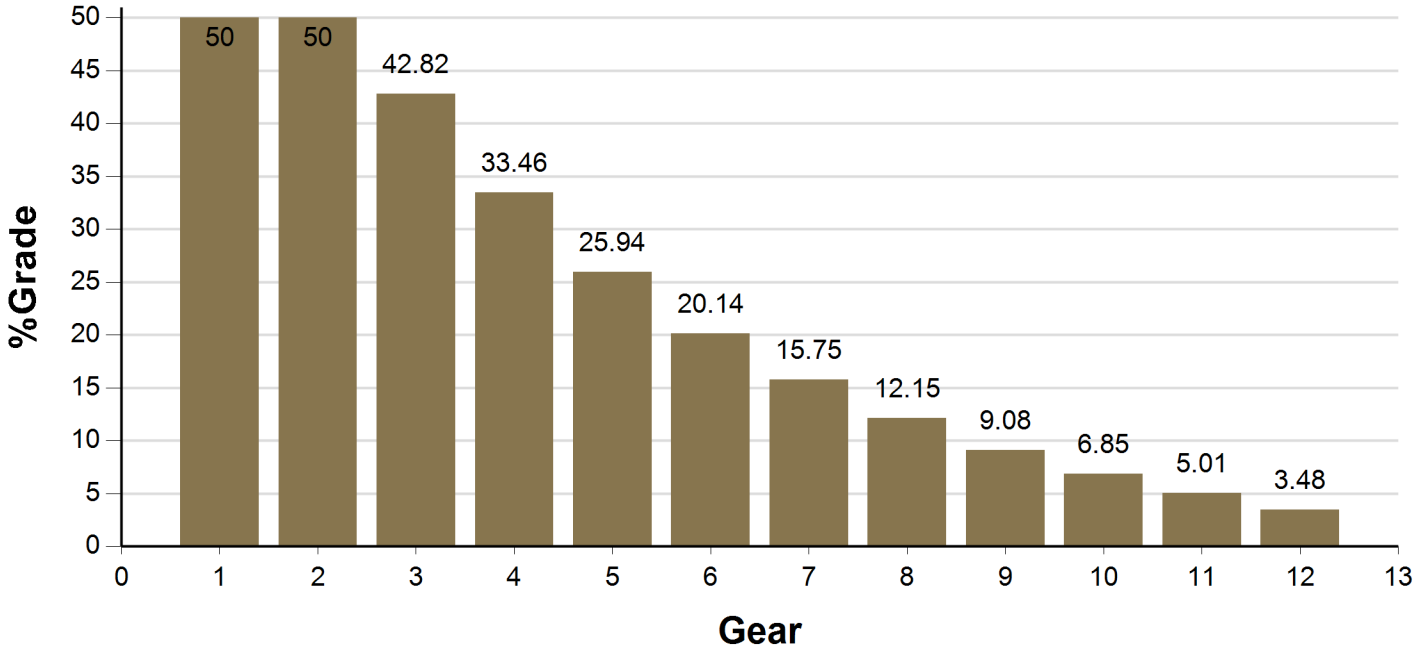
Reverse Geared Speed



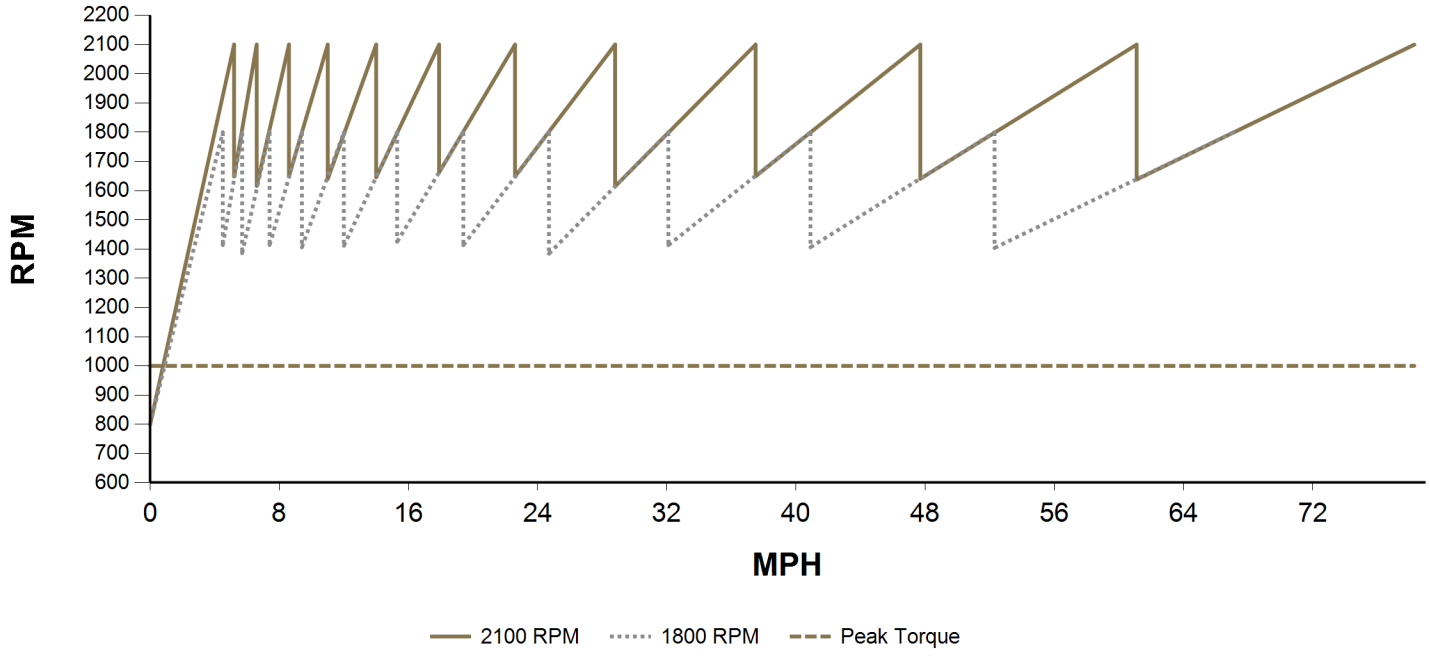
Startability



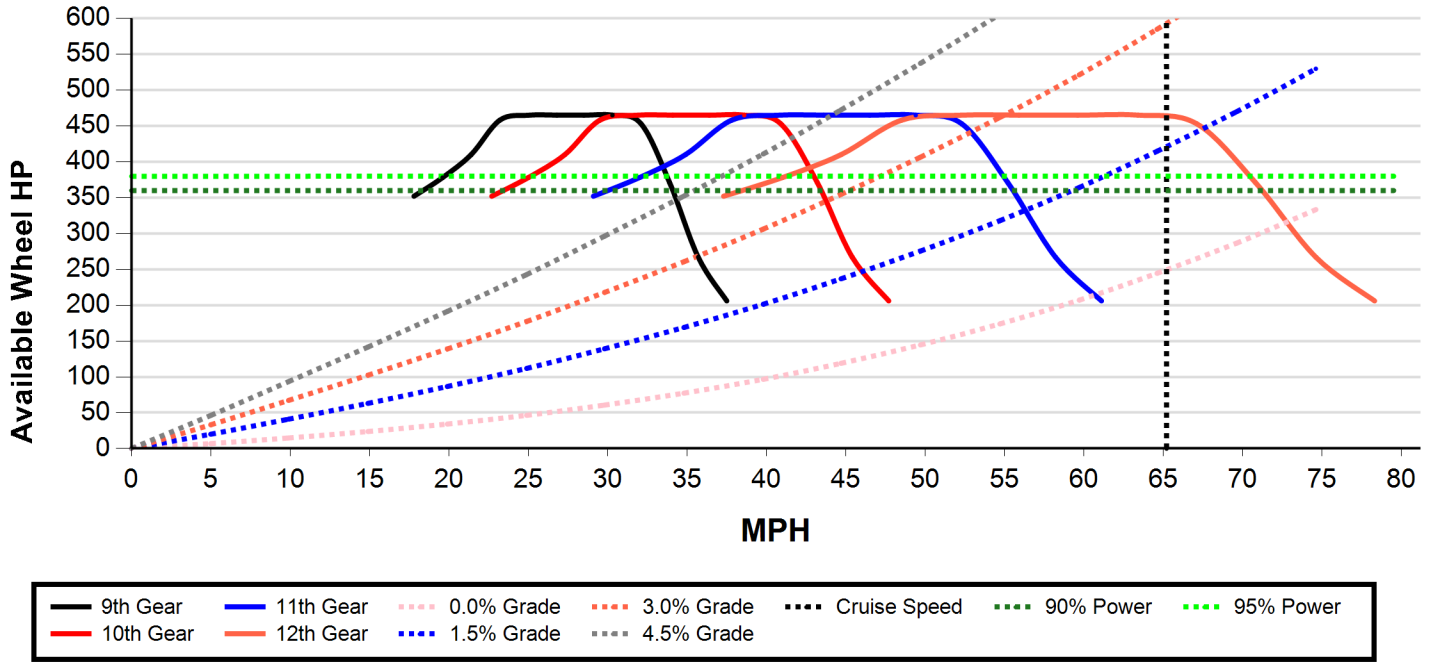
Gradeability at Max Torque



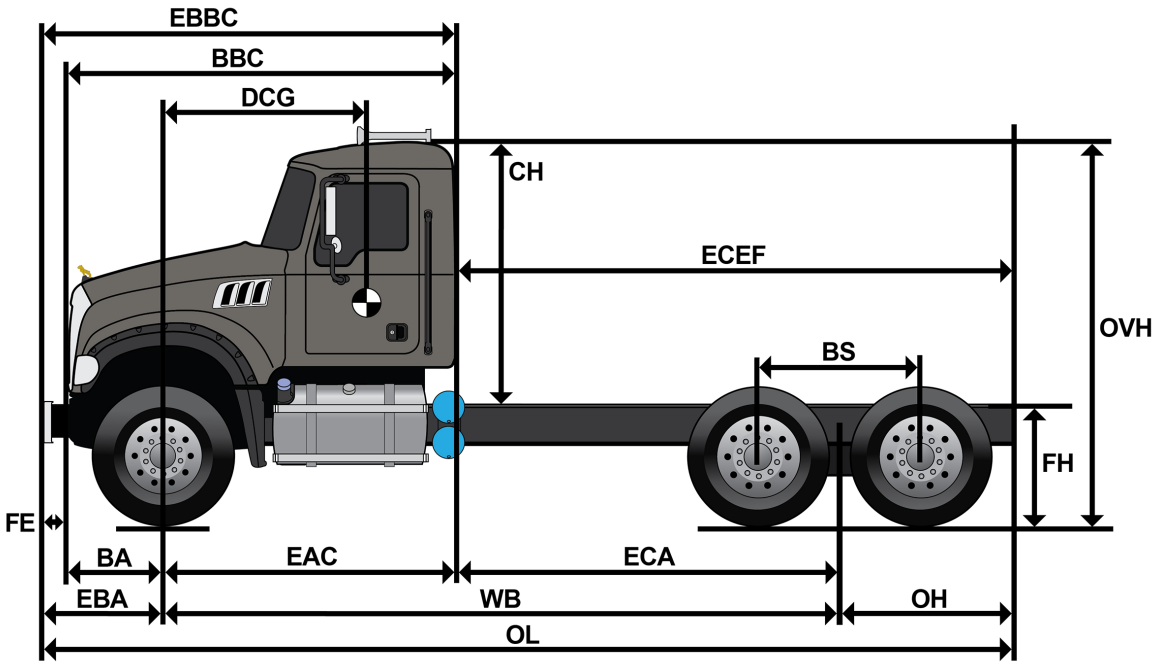
Shift Chart



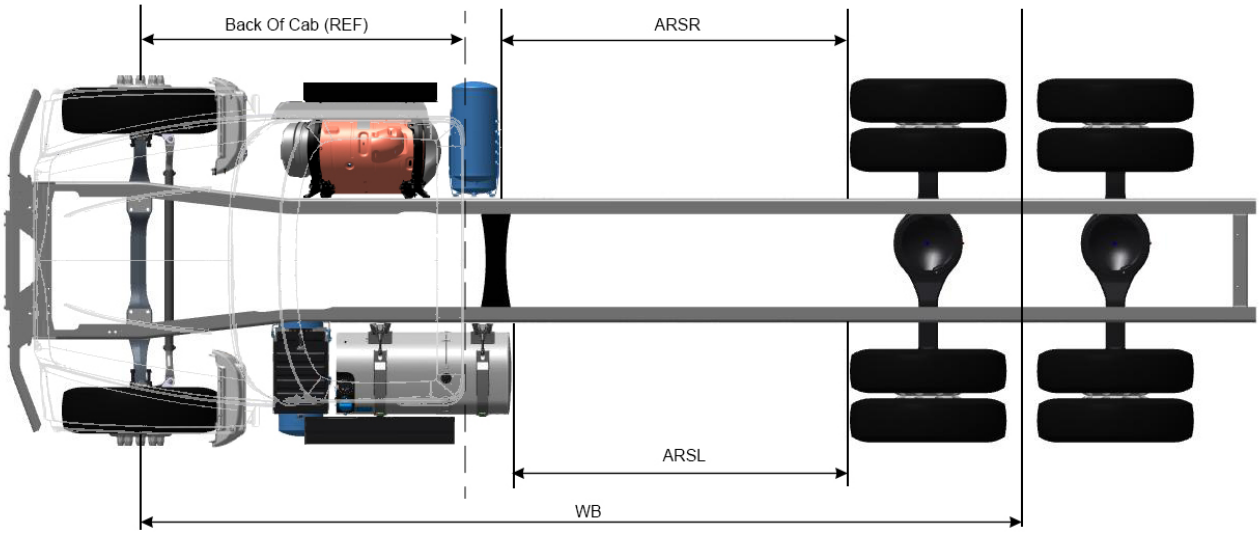
Horsepower VS. Speed



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

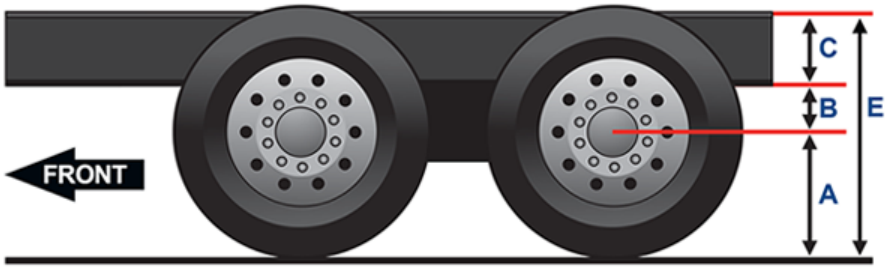


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	245.9	245.9
Available Rail Space Right	N/A	ARSR	N/A	114.4
Available Rail Space Left	N/A	ARSL	97.3	N/A
Eff. Front Axle to Back of Cab	N/A	REF	87.5	87.5
Front Axle To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

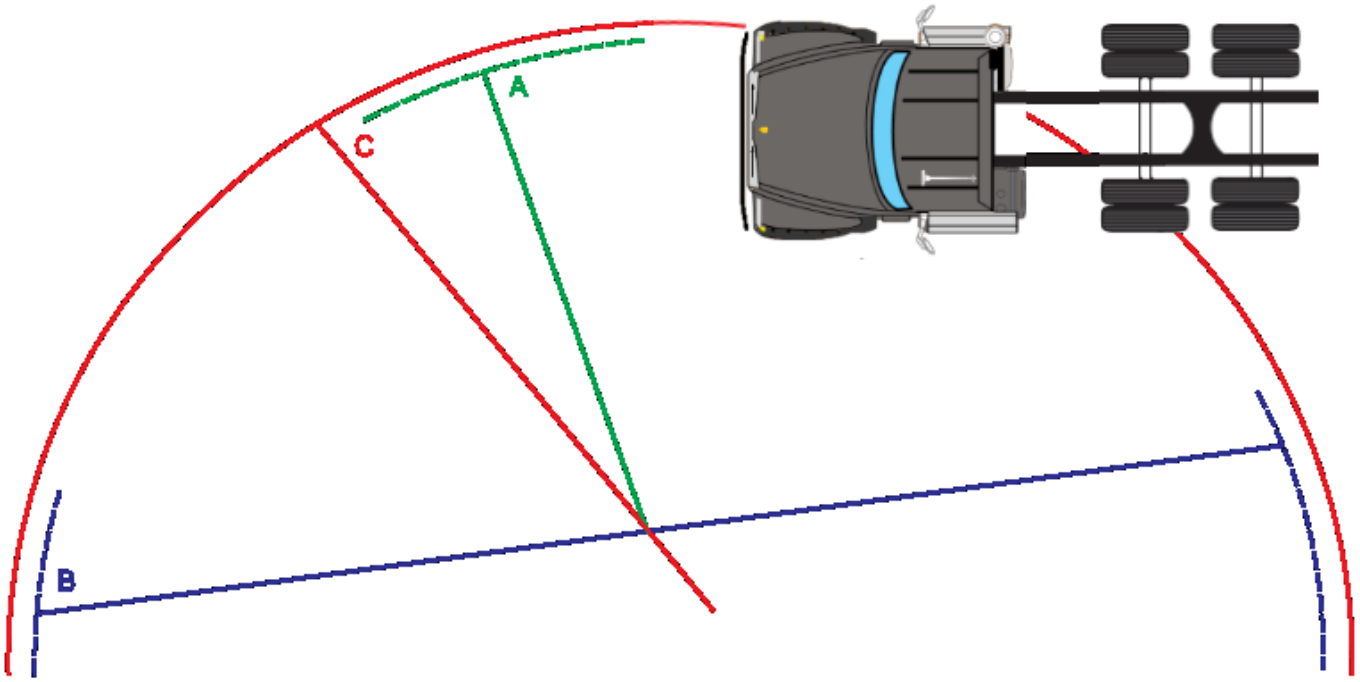


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact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

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



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



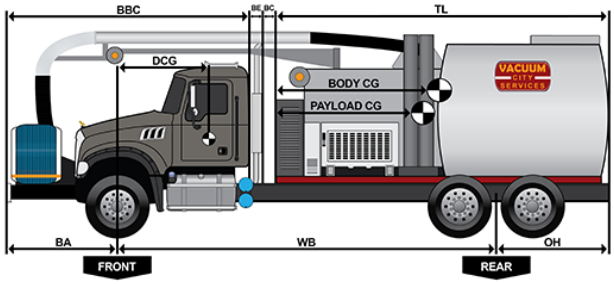
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

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

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

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



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

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

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

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

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

Section 1. That the agreement by and between the City of Joplin and Mercury Voice and Data, L.L.C. d/b/a Optimum Communications ("Optimum") for the purpose of Optimum installing, maintaining and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property, a true and accurate copy of said agreement being attached hereto and incorporation as "Exhibit A", be and the same is hereby approved.

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

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

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Public Works - Engineering

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

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

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

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

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

FUNDING SOURCE
N/A

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

Exhibit A

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

1. Permission to Use and Occupy.

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

Exhibit A hereto.

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

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

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

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

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

2. Licensee's Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. City's Obligations.

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

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

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

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

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

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

4. Contractors and Subcontractors.

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

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

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

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

5. Defense and Indemnity.

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

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

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

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

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

8. Insurance.

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

EXECUTED this _____day of December, 2025.

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

Mercury Voice and Data, LLC

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

CITY OF JOPLIN, MISSOURI a Municipal Corporation

_____
Nick Edwards, City Manager

APPROVED AS TO FORM:

EXIHBIT A

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

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

SECTION A - AUTHORITY REQUIRED

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

SECTION B -APPLICATION FOR PERMIT

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

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

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

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

SECTION C - CONSTRUCTION SPECIFICATIONS

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

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

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

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

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

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

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

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

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

SECTION D - BOND, INSURANCE AND PUBLIC LIABILITY

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

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

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

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

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

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

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

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

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

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

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

SECTION F - REVOCATION OF PERMIT; REMOVAL OF FACILITIES

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

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

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

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

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

COUNCIL BILL NO. 2025-623 ORDINANCE NO.

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

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

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

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

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

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

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-623– Police Vehicle Purchase.

MEETING DATE
December 1, 2025

ORIGINATING DEPT
Police Department

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

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

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

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

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

RECOMMENDATION
Staff recommends adoption of this Council Bill..

NOTICE OF CONTRACT AMENDMENT

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

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

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT

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

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

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

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

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

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

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

Various State Agencies
Located Throughout the State of Missouri

SIGNATURE REQUIRED

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

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

AMENDMENT #01 TO CONTRACT MC250182005

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

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

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

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:

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

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

PRICING FOR VEHICLE:

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

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

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

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

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

ATTACHMENT REVISED PER AMENDMENT 01

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

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

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

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

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

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

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

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

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

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

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

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

PRICING FOR VEHICLE:

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

TABLE REVISED PER AMENDMENT 01

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

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

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

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____

QVL Contractor's Address: _____

QVL Contractor's Point of Contact: _____

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

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

Signature of QVL Contractor's Point of Contact: _____

DON BROWN CHEVROLET

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

Representative: Jeremy Kennedy

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

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

QUOTE

All quotes are good for 14 days.

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

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

Initial

Signature and Date

Client Signature Date

Representatives Signature Date

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