JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 6, 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. McAuley Cross Country Proclamation

   2. Finance Committee Presentation

      Documents:

      1.6.24 FINANCE COMMITTEE PRESENTATION_V2.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On City Fiscal Accountability

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO. 2025-001
      A RESOLUTION granting a Special Use Permit (2nd Request) for the operation of a Concert House, located at 2120 E 24th St, City of Joplin, Jasper County, Missouri.

Documents:

RS001SUMMARY.PDF
RS001REPORT.PDF
RS001 MINUTES.PDF
RS001APP.PDF
RS001MAP.PDF
RS2025-001.PDF

3. COUNCIL BILL NO. 2025-253
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-2 PD (Central Business – Planned Development) and include in District C-1 (Neighborhood Commercial) property as described below and located at 1222 E 32nd St, Newton County, Missouri.

Documents:

253SUMMARY- UPDATED.PDF
253REPORT.PDF
CB253 MINUTES.PDF
253APP.PDF
253MAP.PDF
CB2025-253.PDF

4. COUNCIL BILL NO. 2025-251
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and include in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 117 N Moffet Ave, Jasper County, Missouri.

Documents:

251SUMMARY.PDF
251REPORT.PDF
251 MINUTES.PDF
251APP.PDF
251HPC REPORT-APP.PDF
251MAP.PDF
CB2025-251.PDF

5. COUNCIL BILL NO. 2025-252
AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

Documents:

252SUMMARY (1).PDF

252SUMMARY (1).PDF
252REPORT.PDF
252MINUTES (1).PDF
252APP.PDF
252MAP.PDF
252SITEPLAN.PDF
252 NORTHBOUND (1).PDF
252 SOUTHBOUND.PDF
CB2025-252.PDF

8. **Consent Agenda**

    1. COUNCIL BILL NO. 2024-165
    AN ORDINANCE approving the issuance of a purchase order to Mechanical Sales Midwest Inc. in the amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility 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:

    CB2024-165.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2025-603
    AN ORDINANCE approving the issuance of a Purchase Order to Leo M Ellebracht Company to cover the purchase of a mid-size attack hose package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 and containing an emergency clause.

    Documents:

    SUMMARY SHEET FOR MID SIZE ATTACK HOSE PACLAGE.PDF
    COUNCIL EXPLANATION FOR ATTACK HOSE PACKAGE.PDF
    2025-01 MID SIZED ATTACK PACKAGE BIDS.PDF
    COUNCIL BILL FOR ATTACK HOSE PACKAGE.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2025-100
    AN ORDINANCE approving the issuance of a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD; and, setting a date when this ordinance shall become effective.

    Documents:

    COUNCIL BILL NO. 2025-100 FREIGHTLINER (2026) 114SD SUMMARY SHEET PO.PDF

COUNCIL BILL NO. 2025-100 FREIGHTLINER (2026) 114SD PREMIER TRUCK GROUP.PDF
COUNCIL BILL 2025-100 FREIGHTLINER (2026) 114SD ORDINANCE.PDF

2. COUNCIL BILL NO 2025-101
AN ORDINANCE approving the issuance of a Purchase Order to S&H Farm Supply, Inc in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC Tractor & BB25 Bengal Boom Mower Package; and, setting a date when this ordinance shall become effective.

Documents:

COUNCIL BILL NO. 2025-101 NEW HOLLAND SUMMARY SHEET PO (2025) TC AND BOOM MOWER.PDF
COUNCIL BILL NO. 2025-101 NEW HOLLAND ORDINANCE (2025) TC AND BOOM MOWER.PDF
COUNCIL BILL NO. 2025-101 NEW HOLLAND (2025) T6.155 AND TIGER BENGAL BB24 BOOM MOWER PACKAGE QUOTE.PDF

3. COUNCIL BILL NO. 2025-600
AN ORDINANCE amending Chapter 114, Traffic, Article III, Operation of Vehicles, by enacting Division 6, Sections 114-351 through 114-357, for the purpose of adopting the "Siddens Bening Hands Free Law;" prohibiting the use of electronic communication devices while driving.

Documents:

SUMMARY ITEM 2025-600 DISTRACTED DRIVING ORDINANCE.PDF
CB2025-600.PDF

4. COUNCIL BILL NO. 2025-601
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Motorola Solutions, Inc. in the amount of One Hundred Fourteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 Dollars ($114,128.00) for the purchase of a remote dispatch console; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

SUMMARY ITEM 2025 601 MOTOROLA REMOTE DISPATCH CONSOLE PURCHASE.PDF
JOPLIN SOLE SOURCE LETTER - MCC REMOTE CONSOLE (1).PDF
MO_JOPLIN REMOTE DISPATCH CONSOLE PROPOSAL_12042024 (1).PDF
COUNCIL BILL NO. 2025-601 ORDINANCE MOTOROLA REMOTE DISPATCH CONSOLE PURCHASE.PDF

5. COUNCIL BILL NO. 2025-602
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Eight Thousand Four Hundred Twenty Dollars and No Cents ($108,420.00) for the purchase

of two (2) replacement 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:

SUMMARY ITEM 2025-602 POLICE VEHICLE REPLACEMENT PURCHASE.PDF
COUNCIL BILL 2025-602 POLICE VEHICLE PURCHASES.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2024-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2024-403.PDF

2. COUNCIL BILL NO. 2024-629
AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement and MOA with the Regional Commission on Homelessness for the purpose of coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency and Joplin Homeless Coalition (The Partners) within the Joplin region; identify, aggregate, and direct significant donations, resources, and in-kind services to address the agreed upon homelessness priorities as edified and in annual work plan adopted by The Partners; and, authorizing the City Manager, or designee, to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB2024-629.PDF

13. Unfinished Business

14. New Business

Notice posted at 12:00 PM on this 2nd day of January, 2025 (RSMo 610.020)

City of Joplin Finance Committee Review

Committee Members

- Russ Alcorn (Chairman)
- Cheryl Glass
- Brian Nichols
- Mark Hensley
- Troy Hill
- Sandra Claypool
- Phil Stinnett

Items to Review

1. **Cash Reserves and Liquidity**
    a. Fund balances
    b. Cash growth trend
    c. How much cash should we maintain in the general fund and other funds?

Items to Review (cont.)

2. Review Trends

a. Tax growth (general sales tax, use tax, franchise tax)

b. Tax revenue per citizen

Items to Review (cont.)

3. Debt Profile

a. Relative and appropriate debt level

b. Appropriate use of debt in the future

Items

4. Other Items to Consider

a. Pension Fund Status of City

b. Sewer System

c. Review Emergency Communication Duplication

Conclusion

- Summary
- Questions/Comments?
- Future Project for the Committee
  - Benchmarking

Exhibits:

1. Statement of Revenue/Expenditures & Fund Balances
2. Budgetary Comparison Schedule of General Fund & 10 yr. Comparison
3. Sales Tax & Use Tax Growth
4. Tax Revenues by Source (page 102 of audit)
5. Tax Revenue Per Citizen Report
6. Debt Type Report (pg. 110)
7. Exhibit 7 here

Exhibit 1

City of Joplin Statement of Revenues & EXP 10/31/23					
	General	Parks/Storm	Transportation	CIP	Public Safety
Revenues	$34.30	$4.70	$14.10	$7.30	$9.40
EXP	30	2.3	8.4	7.1	13.5
Net Change in Fund Balance	6.8+	1.8+	0.8+	-0.4	-4.7
Audit Fund Balance Year End 10/31/23	29.5	11.4	14.7	23.4	8.3
Unaudited Fund Balances 10/31/24	24.1	8.3	19.4	25.5	12.6
* Fund balances in millions *Source pages 67 - 71					

Exhibit 2

Tax Revenue Growth - Before and After Use Tax					
	(000's)		Use Tax		
	$ Sales Tax	% Gain	Add Use Tax	Total Combined	% Gain Compared to adding Use Tax
2021	53,755		N/A	N/A	
2022	54,628	2.74%	3,485	$58,113	8.10%
2023	54,344	0.52%	5,661	$60,005	9.90%
2024	56,113	3.25%	6,629	$62,742	12.20%

Exhibit 4

2023 Tax Revenue Per Citizen		
City	Revenue	Population
Joplin, MO	$1,407	52k
Springfield, MO	$1,287	169k
St. Joseph, MO	$1,314	72k
Bentonville, AR	$1,655	61k

* Calculated from Total Tax Revenues report on page 102 of Audit (same report all Cities) - Total Tax Revenue divided by City Population

Thank you

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:
RS2025-001 – Special Use Permit

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 036-24: 2120 E 24th St – Special Use Permit – A request for a Special Use Permit to operate a Concert House (second request) – Jeffrey Morrow

BACKGROUND:

The applicant is renewing his Special Use Permit for the operation of Residential Concert House. The applicant is requesting a permanent permit. The Concert House operates for approximately two hours for any scheduled event, and no later than 10 p.m. Coda Concert House has no employees and is operated by volunteers. Attendance requires prior registration due to space limitations. Suggested donations or reservation charges are not retained by Coda Concert House but collected for the performer.

City staff have not received any complaints in the two years since the initial permit was approved by City Council (December of 2022).

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Morrow stated the reason for the request for this Special Use Permit is so that he can continue to hold home concerts for the community. Mr. Morrow explained that he has been holding in home concerts since 2013 at his residence. Mr. Morrow explained what a concert house is. Mr. Morrow explained that they present performances in their living room. Mr. Morrow stated that it is not a business, and the proceeds from the concerts go directly to the artist. Mr. Morrow also stated that there are only a few house concerts held every year at this residence and the concerts end before 10 PM. Mr. Morrow further explained that guests are required to use off street parking and shuttle to the home, and that they never offer or sell food or drinks to guests. Mr. Morrow continued to

explain that he has followed the conditions of the first Special Use Permit as directed, by not sharing the address of the concerts and requiring guests to make reservations to attend shows. Mr. Morrow asked the commission for consideration of permanent approval for his concert house.

Mr. Bellairs stated that the changes Mr. Morrow was required to make for the second request for the special use permit were a limit on occupancy to 49 guests at one time and request for a permanent permit. Mr. Bellairs also explained that in the 2 years since the first special use permit was granted, there had been no comment, petitions or complaints had been submitted to the planning office.

PUBLIC COMMENT;

Mary Prigmore asked to speak in opposition to this case. Ms. Prigmore stated that she has experienced large tour buses parked on Delaware Street. Ms. Prigmore explained that there was a situation this past summer where a man had yelled obscenities from the front porch of the concert house. Ms. Prigmore asked the commission to deny this special use permit for these reasons.

RECOMMENDATIONS:
Planning & Zoning Commission Motion to Approve Failed for Case 036-24 (3 in Favor, 4 Opposed, 0 Absent)

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

Z&P Meeting: December 9, 2024
City Council Meeting: January 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 036-24 A request for a Special Use Permit (2nd Request) for the operation of a Residential Concert House.

LOCATION 2120 E. 24th St. Joplin, MO 64804

APPLICANT Jeffery S. Morrow

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 Single-family	Single-family Residential	Approximately 0.3 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 I	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 24th St.	Local	50′
S. Delaware 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.

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

The proposed use will be required to follow the conditions set forth for Concert House Use Standards and the City of Joplin Municipal Ordinances.

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

Residential Concert House is a permittable special use in the R-1 Single Family district subject to the applicable use standards listed as conditions for this permit.

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

No alterations of the single-family home that change the residential character are permitted.

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.

The applicant has operated a residential concert house prior to the inclusion of a Concert House Special Use in the Joplin Development Code. The application states that using off-street parking has been and will continue to be required to attend. Attendees have utilized the parking lot of Joplin Prosthetic's while attending, approximately 1,000 ft walking distance to the venue.

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

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. No alterations to the site are planned that would increase impervious area or stormwater runoff.

DISCUSSION

The applicant is renewing his Special Use Permit for the operation of Residential Concert House. The applicant is requesting a permanent permit. The Concert House operates for approximately two hours for any scheduled event, and no later than 10 p.m. Coda Concert House has no employees and is operated by volunteers. Attendance requires prior registration due to space limitations. Suggested donations or reservation charges are not retained by Coda Concert House but collected for the performer.

City staff have not received any complaints in the two years since the initial permit was approved by City Council (December of 2022).

CONDITIONS

1. This Special Use Permit is issued to Jeffery S. Morrow for the operation of Concert House use at 2120 E 24th Street.
2. The permit shall be permanent.
3. Days of operation will be restricted to no more than an average of two per month a calendar year, and four per month.
4. Shall provide adequate parking through agreements with proprietors of large, nearby, off-street parking areas.
5. No alteration of the exterior of the principal residential structure or land shall be made which changes the residential character of the structure or land.
6. Compliance with all provisions of the Fire/Safety codes as required by the Joplin Fire Marshal.
7. Occupancy to be limited to no more than forty-nine (49) attendees.
8. Shall be invitation-only and not advertise the location of the concert house.
9. Operation shall be in compliance with the City of Joplin Noise Ordinance.
10. No food or beverages shall be served by the Concert House.
11. Must comply with all other provisions of the Zoning Code and Municipal Code of the City of Joplin.
12. Hours of operation will be restricted to no later than 10 p.m.
13. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
14. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map

CASE 036-24: Special Use Permit

2120 E 24th St- Special Use Permit- A request for a Special Use Permit to operate a Concert House (second request)- Jeffery Morrow

Mr. Kimble asked if the applicant would come forward and state their name and address for the record.

Jeffery Morrow of 2120 E 24th St. Joplin, Missouri presented the case for the request for a Special Use Permit.

Mr. Morrow stated the reason for the request for this Special Use Permit is so that he can continue to hold home concerts for the community. Mr. Morrow explained that he has been holding in home concerts since 2013 at his residence. Mr. Morrow explained what a concert house is. Mr. Morrow explained that they present performances in their living room. Mr. Morrow stated that it is not a business, and the proceeds from the concerts go directly to the artist. Mr. Morrow also stated that there are only a few house concerts held every year at this residence and the concerts end before 10 PM. Mr. Morrow further explained that guests are required to use off street parking and shuttle to the home, and that they never offer or sell food or drinks to guests. Mr. Morrow continued to explain that he has followed the conditions of the first Special Use Permit as directed, by not sharing the address of the concerts and requiring guests to make reservations to attend shows. Mr. Morrow asked the commission for consideration of permanent approval for his concert house.

Mr. Kimble asked the commission if they had any questions for the applicant.

Dr. Rosenberg asked Mr. Morrow the amount of guest he allowed in his house during a concert.

Mr. Morrow explained that he had spoken with the Fire Marshall earlier in the day regarding the number of guests, and the Fire Marshall had given him a number of 49 with recommendations on ways he could increase that number.

Dr. Rosenberg asked Mr. Morrow if he was still utilizing portable bathrooms for guests during the home concerts.

Mr. Morrow explained that he has a portable bathroom located on his back porch for guests to use, and he has constructed a privacy fence as requested by City council during the first request of the Special Use Permit.

Dr. Rosenberg asked Mr. Morrow if it was correct that he does not sell any food or drink to guests during the home concerts.

Mr. Morrow explained that it was correct, and he does not sell any food or drink to guests during the home concerts.

Dr. Rosenberg asked Mr. Morrow if he allowed guests to bring and consume alcohol to the home concerts if they bring it themselves.

Mr. Morrow explained that if a guest brings or consumes alcohol during the home concert themselves, he allows the guest to. Mr. Morrow continued to explain that he has never had a problem with guest behavior with this policy, and he does not encourage guests to bring or consume alcohol during the home concerts.

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

Mr. Bellairs stated that the changes Mr. Morrow was required to make for the second request for the special use permit were a limit on occupancy to 49 guests at one time and request for a permanent permit. Mr. Bellairs also explained that in the 2 years since the first special use permit was granted, there had been no comment, petition or complaints had been submitted to the planning office.

Mr. Kimble asked if anyone in the audience would like to speak in favor of this case.

Mr. Kimble asked if anyone in the audience would like to speak in opposition to this case.

Mary Prigmore of 2202 E 24th Street, Joplin, Missouri asked to speak in opposition to this case. Ms. Prigmore stated that she has experienced large tour buses parked on Delaware Street. Ms. Prigmore explained that there was a situation this past summer where a man had yelled obscenities from the front porch of the concert house. Ms. Prigmore asked the commission to deny this special use permit for these reasons.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Ms. Phillips asked Mr. Bellairs if there had been any complaints or petitions received to the planning department since the commission had received the information for this meeting.

Mr. Bellairs stated that the planning department had not received any calls or complaints that any conditions of the special use permit had been violated.

Ms. Phillips asked Mr. Bellairs including police, fire and health department.

Mr. Bellairs stated that was correct.

MRS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 036-24. MR. KIMBLE SECONDED THIS MOTION. MOTION DOES NOT CARRY. (3 IN FAVOR, 4 NAY)

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.: 036-24
Filing Fee: $600.00
Received: 10/16/24
Date Advertised:
Proj. No.: 24-112
Public Hearing Date: 12/9/24

Applicant: JEFFREY SCOTT MORROW Phone No.: 417-572-1208

Address: 2120 EAST 24TH STREET Email: bluez007@yahoo.com

Owner: JEFFREY SCOTT MORROW Phone No.: 417-572-1208

Address: 2120 EAST 24TH STREET Email: bluez007@yahoo.com

Location of Property: 2120 EAST 24TH STREET

Present Use of Property: RESIDENTIAL HOME

Proposed Use of Property: RESIDENTIAL CONCERT HOUSE (RENEWAL)

Current Zoning: R-1 Acreage: 1/3 Acre

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family	
South		
East		
West		

Character of the Neighborhood: 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? Request Permanent

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

Hours of Operation: ~2 hrs, always over well before 10PM

Days of Operation: 2/month a calendar year + 4/month

Number of Off-street Parking Spaces: 37 spaces @ Joplin Prosthetics

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): _____

No external signage

Number of Employees and/or Assistants: All Volunteer, No Employees

Nature of Business: House Concert

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

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

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

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

Signature: _____ **Date:** 10/16/2024

BK 1791 PG 1000

6/3/2003 3:44:40 PM

03-13891

BOOK: 1791

PAGE: 1000 - 1001

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Drove

RECORDER OF DEEDS

Warranty Deed

THIS DEED, Made and entered into this 30TH day of MAY, 2003, by and between

Robert S. Boyd and Delphine N. Boyd, husband and wife

*hereinafter referred to as **GRANTOR,** whether one or more, and*

Jeffrey S. Morrow

*hereinafter referred to as **GRANTEE,** whether one or more.*
(Grantee's mailing address is 2120 E. 24th St. Joplin MO. 64804)

*WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:*

All of the North 150 feet of Lot Numbered Twenty-six (26) Except the East 60 feet and Except the West 15 feet in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee forever, Grantor covenanting that it, and the heirs, executors, administrators and assigns of such, shall and will WARRANT AND DEFEND the title to the premises unto Grantee, and to the heirs and assigns of such forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

Robert S. Boyd by Robert H. Long Jr. his Attorney in fact
ROBERT S. BOYD BY ROBERT H. LONG, JR. HIS ATTORNEY IN FACT

Delphine N. Boyd by Robert H. Long Jr. her Attorney in fact.
DELPHINE N. BOYD BY ROBERT H. LONG, JR. HER ATTORNEY IN FACT

ABBEY-J

STATE OF MISSOURI)
)ss.
COUNTY OF JASPER)

On this 30TH day of MAY in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared ROBERT H. LONG, JR., attorney in fact for DELPHINE N. BOYD known to me to be the person who executed the foregoing instrument on behalf of said principal, and acknowledged to me that HE executed the same for the purposes therein stated and that the principal is alive and the Power of Attorney dated NOVEMBER 4, 2002 has not been revoked nor amended.

NOTARY PUBLIC: JAYMA L. LASSITER
My Term exires: 9-30-2005

JAYMA L. LASSITER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, JASPER COUNTY
My Commission Expires 9-30-2005

STATE OF MISSOURI)
)ss.
COUNTY OF JASPER)

On this 30TH day of MAY in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared ROBERT H. LONG, JR., attorney in fact for ROBERT S. BOYD known to me to be the person who executed the foregoing instrument on behalf of said principal, and acknowledged to me that HE executed the same for the purposes therein stated and that the principal is alive and the Power of Attorney dated NOVEMBER 4, 2002 has not been revoked nor amended.

NOTARY PUBLIC: JAYMA L. LASSITER
My Term exires: 9-30-2005

JAYMA L. LASSITER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, JASPER COUNTY
My Commission Expires 9-30-2005

16.25
9.75
26.00

ABBEY

Off-Street Parking

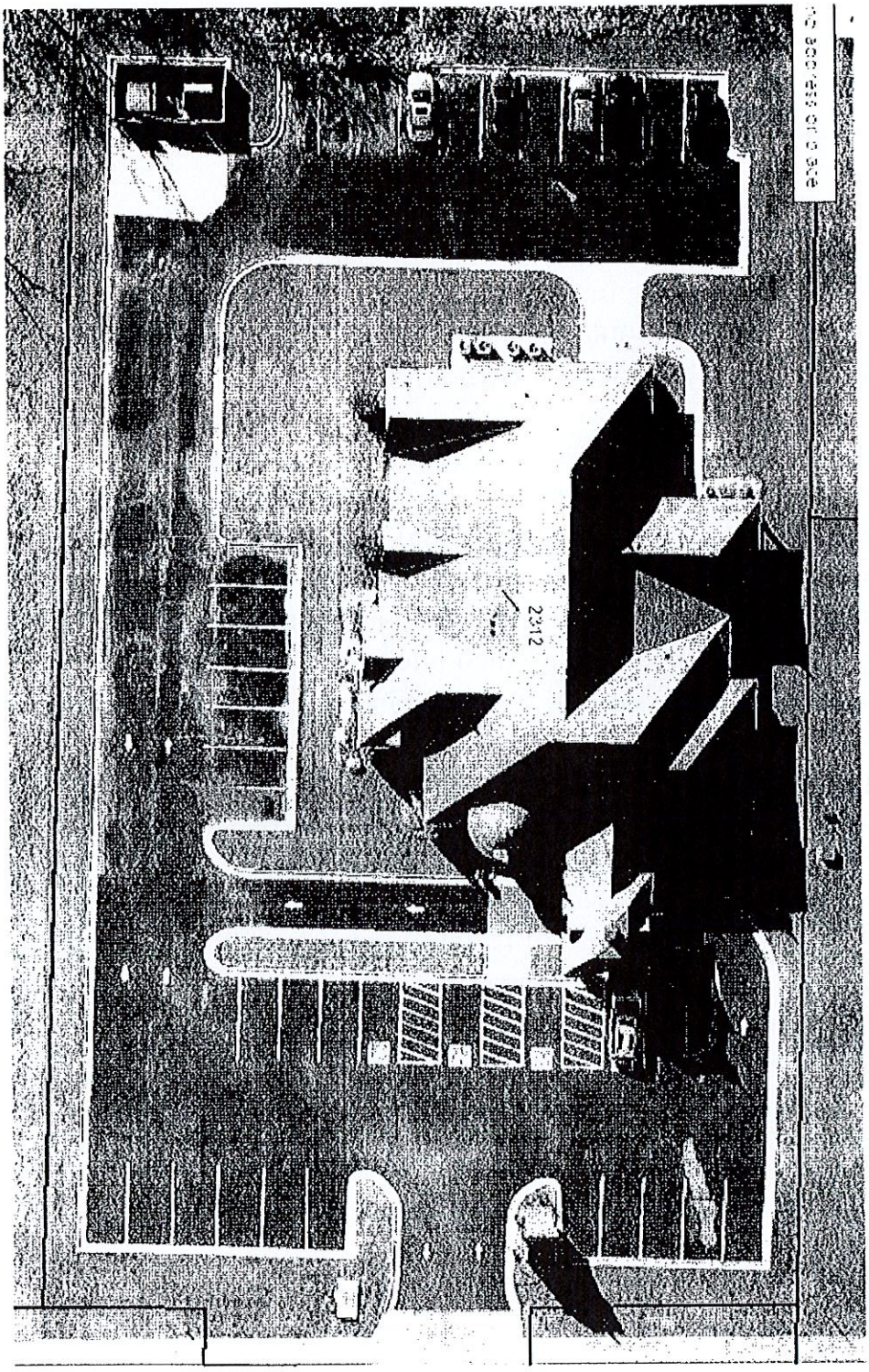
Since thet beginning, we have always required that our guests use our off-street parking in order to attend a Coda show. Not because we were asked to do so, but because we are good neighbors.

Joplin Prosthetics provides more than ample parking for 37 vehicles in their well-lit parking lot on a commerical street one block away. It should also be noted that many of our volunteers and attendees live in the immediate neighborhood and walk from their own homes.

Benefit to the City

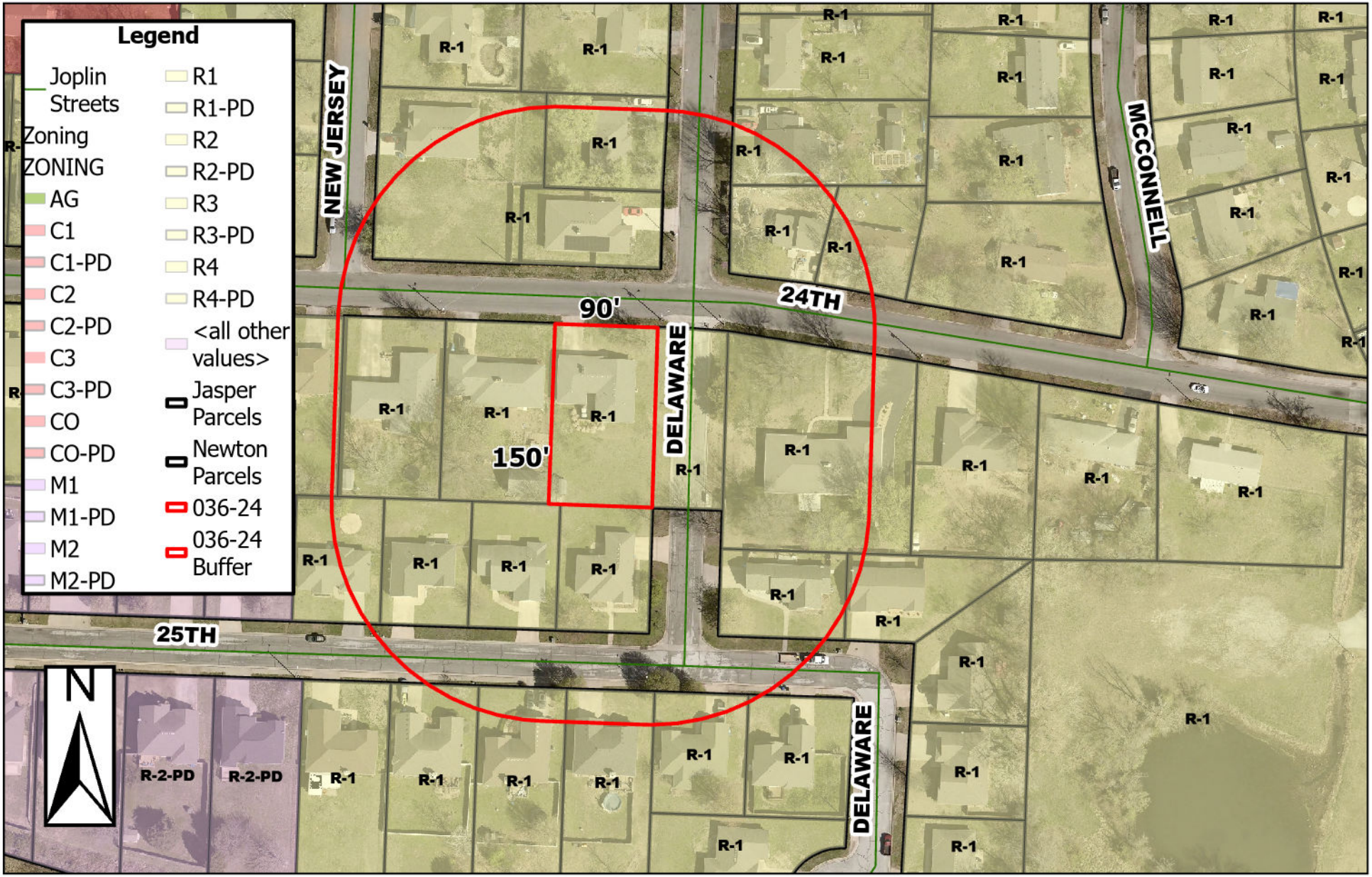
For nearly a decade, our volunteers have worked hard to support arts in our community. House concerts are not unusual. There are similar shows held regularly in every city in America. One of our mentors, Olive Street Presents in Pittsburg, Kansas, has been hosting shows consistently since 2010. What is unusual is the level of world-renowned talent that we've been fortunate enough to host. Legends like 91 year old folk singer Ramblin' Jack Elliot, Grammy nominee Jontavious Willis, Native American band Indigenous, virtuoso violinist Elana James & Hot Club of Cowtown, Jazz guitarist Charlie Hunter. Our efforts afford Joplin the unique opportunity to see artists that NEVER play ANYWHERE like this in any other town in America.

Connect2Culture regularly highlights our efforts. The Chamber of Commerce included video of a Coda performance by English singer-songwriter Jack Broadbent in a recent promotional video.



Off-street parking - 37 Spaces
Joplin Prosthetics & Orthotics
2312 Connecticut Avenue
Joplin, MO 64804
Contact: Tim Martin
Certified Orthotist
417-659-8488

Case 036-24: Special Use Permit



2120 E 24th St – Special Use Permit – A request for a Special Use Permit to operate a Concert House – Jeffrey Morrow

0 40 80 160 240 320 Feet

RESOLUTION NO. 2025-001

A RESOLUTION granting a Special Use Permit (2nd Request) for the operation of a Concert House, located at 2120 E 24th St, City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on January 6, 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 Jeffrey Morrow for the operation of a Concert House located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of the North 150 feet of Lot Numbered Twenty-six (26) Except the East 60 feet and Except the West 15 feet in SOUTHMORLAND ACRES ADDITION in 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 Jeffery S. Morrow for the operation of Concert House use at 2120 E 24th Street.
2. The permit shall be permanent.
3. Days of operation will be restricted to no more than an average of two per month a calendar year, and four per month.
4. Shall provide adequate parking through agreements with proprietors of large, nearby, off-street parking areas.
5. No alteration of the exterior of the principal residential structure or land shall be made which changes the residential character of the structure or land.
6. Compliance with all provisions of the Fire/Safety codes as required by the Joplin Fire Marshal.
7. Occupancy to be limited to no more than forty-nine (49) attendees.
8. Shall be invitation-only and not advertise the location of the concert house.
9. Operation shall be in compliance with the City of Joplin Noise Ordinance.
10. No food or beverages shall be served by the Concert House.
11. Must comply with all other provisions of the Zoning Code and Municipal Code of the City of Joplin.
12. Hours of operation will be restricted to no later than 10 p.m.
13. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
14. 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:
CB 2024-253 – Rezoning

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 037-24: 1222 E 32nd St – Rezoning – A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial) – O'Reilly Automotive Sales, Inc.

BACKGROUND:

There is an existing O'Reilly building directly East of this lot. O'Reilly wishes to build an addition that will include the subject property as part of the overall site. Rezoning to C-1 will create a consistent set of development standards that are compatible with the surrounding area.

PLANNING & ZONING COMMISSION TESTIMONY:

Blake Rourick with OWN Engineering represented the case on behalf of the owner. Dr. Rosenberg asked if the rezoning was just to clean things up. Mr. Bellairs responded yes that the C-2 district is intended for downtown and has its own development regulations. Rezoning to C-1 will apply a consistent set of development policies for this location. Mr. Kimble asked why the report called it C-1 in one section but retail commercial in another. Mr. Bellairs replied that C-1 is also known as Neighborhood Commercial, and C-3 is known as Commercial. Retail-Commercial as described in the staff report is a future land use designation in which both C-1 and C-3 districts are compatible, under the Comprehensive Plan.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-253
Planning & Zoning Commission recommends approving Case 037-24 (7 in Favor, 0 Opposed, 0 Absent)

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

Z&P Meeting: December 9, 2024
City Council Meeting: January 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 037-24 A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial)

LOCATION 1222 E 32nd St

APPLICANT O'Reilly Automotive Sales, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-2 PD	Vacant Car Wash	0.85

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1/C-2 PD	C-1	R-1	C-1
Land Use	Retail	Retail	Single Family	Church

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail-Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 32nd St	Arterial	80′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. Existing patterns of development are retail commercial, as is reflected in the Comprehensive Plan.

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

C-2 is intended for downtown areas, with more compact and walkable development policies. In the past, the City has applied the planned development overlay to properties to create more specific policies for site/building characteristics such as building design materials, parking spaces, etc. By including this property in the C-1 district, the property will be subject to the setbacks, policies, and development regulations in a consistent manner with the rest of the block.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change of zoning will not be detrimental to nearby property. The rest of the commercially zoned property on this block is already zoned C-1.

DISCUSSION

There is an existing O'Rielly building directly East of this lot. O'Rielly wishes to build an addition that will include the subject property as part of the overall site. Rezoning to C-1 will create a consistent set of development standards that are compatible with the surrounding area.

City Staff recommends approval of Case 037-24.

ENCLOSURES

- Map of property
- Application

CASE 037-24: Rezoning

1222 E 32nd St- Rezoning- A request to rezone from District C-2 PD (Central Business-Planned Development) to District C-1 (Neighborhood Commercial)- O'Reilly Automotive Sales, INC.

Mr. Kimble asked if the applicant or spokesperson would come forward and state their name and address for the record.

Blake Rourick of 216 N Mina Ave. Joplin, Missouri presented the case for OWN Engineering on behalf of O'Reilly Automotive Sales INC.

Mr. Rourick stated the reason for this request for rezoning is so the applicant can have an expansion on the property.

Mr. Kimble asked Mr. Bellairs why the applicant was rezoning if in the development and comprehensive plan area stated that this area was consistent with retail commercial.

Mr. Bellairs stated that retail commercial is a future landmark designation that is referred to in the development and comprehensive plan, and that neighborhood commercial is one of the zonings that is compatible with retail commercial designation with the comp plan.

Mr. Kimble asked the commission if they had any questions for the representative.

Dr. Rosenberg asked Mr. Bellairs why there is a need to rezone from central business to C-1 zoning.

Mr. Bellairs explained that central business zoning was intended for businesses in the downtown districts, due to different developmental policies. Mr. Bellairs continued to explain that with the C-1 zoning, the business is already an existing business and the lot it sits on is zoned as C-1. Mr. Bellairs explained that the applicant wants to rezone to C-1 so that the expansion is consistent zoning as the main business.

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

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 037-24. THIS MOTION WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

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.: 037-24
Filing Fee: $600.00
Received: 10/28/24
Date Advertised:
Proj. No.: 24-114
Public Hearing Date: 12/9/24 (PH2)

Applicant: O'Reilly Automotive Stores, Inc Phone No.: 417-862-2674

Address: 233 S. Patterson Ave. Springfield MO 65802 Email: oreillyauto@weareown.com

Owner: O'Reilly Automotive Stores, Inc Phone No.: 417-862-2674

Address: 233 S. Patterson Ave. Springfield MO 65802 Email: oreillyauto@weareown.com

Location of Property: 1272 E 32nd St, Joplin, MO 64804

Present Use of Property: Car Wash

Proposed Use of Property: Auto Parts Retail

Current Zoning: C-2 PD Requested Zoning: C1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	32nd Street | Dollar General	C1
South	Residental	R1
East	Auto Parts Retail	C1
West	Eastern Orthodox Church	C1

Character of the Neighborhood: Commercial

Relationship to Existing Zoning Pattern:

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

If yes, explain: The building addition fits within the C-1 Zoning requirements and the more intensive Zoning is causing excessive buffer requirements.

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: E 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: 90ft

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:

This is a rezone request to match the adjacent properties for a retail building addition.

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:** 9/3/2024

Rezone Reason Statement:

The impact anticipated due to the proposed change is minor. Due to the lots to the East and West both being C-1 zoning, this rezone will bring zoning consistency to the properties. The consistency will benefit all surrounding properties and the City.

OWN

Engineering beyond.™

SURVEY DESCRIPTION

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR ON THE WEST LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 343, PAGE 9219 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING. CONTAINING 0.852 ACRES, OR 37,096.90 SQUARE FEET, MORE OR LESS.

Recorded in Newton County, Missouri
Recording Date/Time: **05/02/2024** at **11:25:37 AM**
Book: **373** Page: **2576**
Instr #: **202402605**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

WARRANTY DEED

THIS DEED, dated and made effective as of this 29 day of **April, 2024**, WITNESSETH, that **Joseph Tyler Richardson and Samantha Richardson, husband and wife,** Grantor(s), for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto **O'Reilly Automotive Stores, Inc., a Missouri corporation,** whose mailing address is **PO Box 1156, Springfield, MO 65801,** Grantee(s), its successors and assigns, the following described land situated in **Newton County, Missouri**:

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.
SURVEY DESCRIPTION PREPARED BY RONALD W. WALLACE, P.L.S. 2019015191, ANDERSON ENGINEERING, INC.

Filed by Chicago Title Company, LLC

WARRANTY DEED
(continued)

Subject to easements, reservations, restrictions, and covenants, if any, of record.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, and unto its successors and assigns forever; said Grantor does hereby covenant that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim(s), and that they will warrant and defend the title to said premises unto said Grantee unto their heirs, successors and assigns forever, against the lawful claims and demand of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor(s) has/have hereunto set their hand(s) this 29 day of April, 2024.

Joseph Tyler Richardson

Samantha Richardson

STATE OF Missouri

COUNTY OF Greene

On this 29 day of April, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Tyler Richardson and Samantha Richardson, husband and wife, to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledge that he/she/they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public Gabrielle Jackson

My Commission Expires: 11-12-25

GABRIELLE JACKSON
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 12, 2025
Commission #17098007

AFTER RECORDATION
RETURN ORIGINAL TO:
O'REILLY AUTOMOTIVE STORES, INC
Michelle Brackett, Legal Department.
P. O. BOX 1156
SPRINGFIELD, MO 65801

Filed by Chicago Title Company, LLC

STATE OF Missouri)
) ss.
COUNTY OF Greene)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now O'Reilly Automotive Stores, Inc (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as see attached (legal description) more commonly known as 1272 E 32nd St, Joplin, MO 64804. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for OWN, Inc. to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 10/25/2024

Signature of Owner

O'Reilly Automotive Stores, Inc. - SR VP Real Estate and Expansion

Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 25 day of October, 2024.

ATHENIA B AGEE
Notary Public - Notary Seal
Greene County - State of Missouri
Commission Number 22635072
My Commission Expires Jun 20, 2026

Notary

My commission expires: 06/20/2026

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

OWN

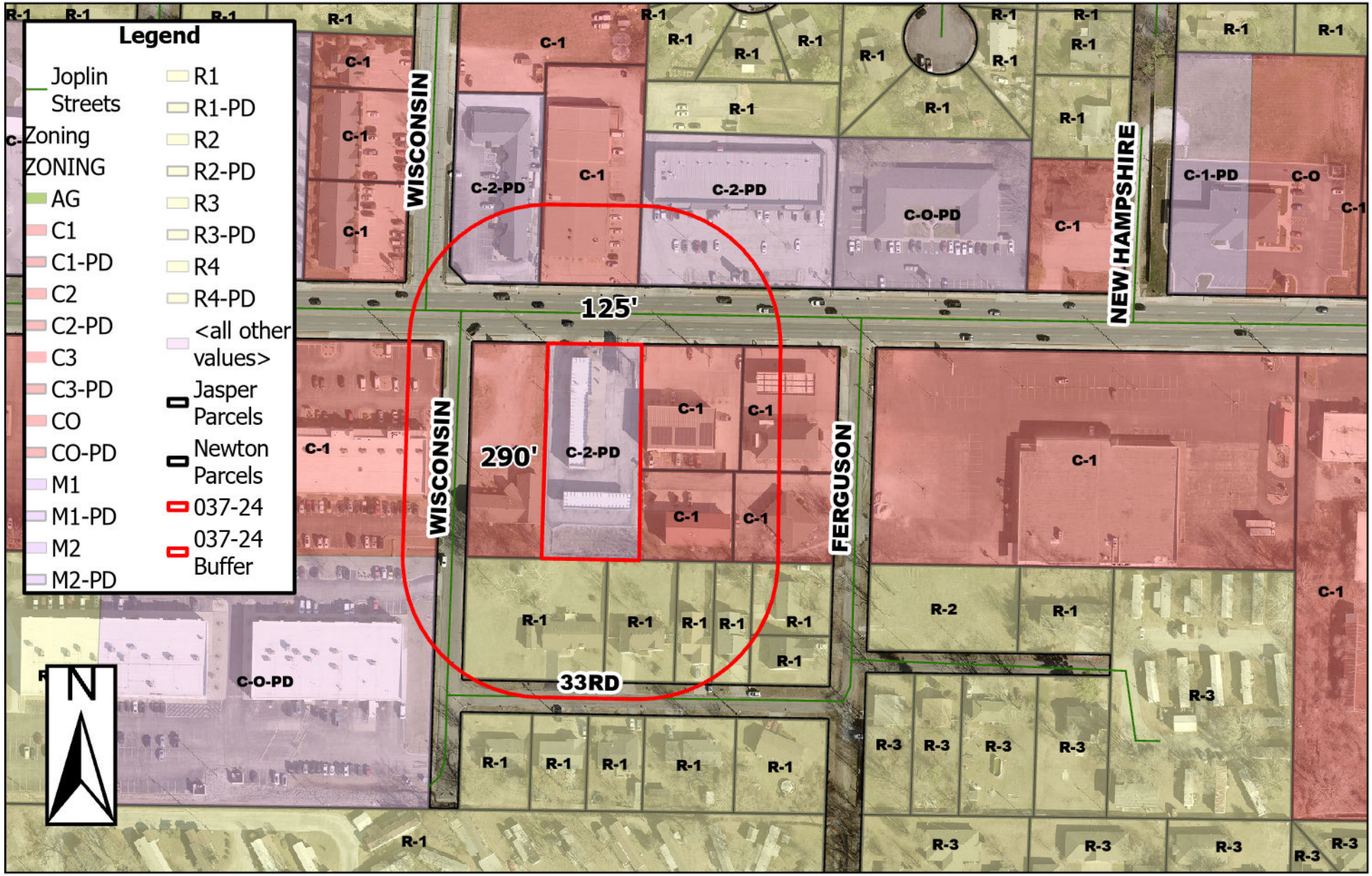
Engineering beyond.™

SURVEY DESCRIPTION

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR ON THE WEST LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 343, PAGE 9219 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING. CONTAINING 0.852 ACRES, OR 37,096.90 SQUARE FEET, MORE OR LESS.

Case 037-24: Rezoning



1222 E 32nd St – Rezoning – A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial) – O'Reilly Automotive Sales, Inc.

0 65 130 260 390 520 Feet

P & Z Case 037-24
O'Reilly Automotive Stores Inc.
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-2 PD (Central Business – Planned Development) and include in District C-1 (Neighborhood Commercial) property as described below and located at 1222 E 32nd St, Newton County, Missouri.

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

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

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR ON THE WEST LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 343, PAGE 9219 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING. CONTAINING 0.852 ACRES, OR 37,096.90 SQUARE FEET, MORE OR LESS.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-251 – Rezoning

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 038-24: 117 N Moffet – Rezoning – A request to rezone from District R-3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) – William and Linda Mosley

BACKGROUND:

This request to rezone to R-3-HP is eligible for local landmark listing with Criteria 3: It's identification with a person or persons who significantly contributed to the development of the community, county, state, or country; through its association with Frank Edward Weeks, & Criteria 5: Its identification as a work of a master builder, architect, or landscape architect whose individual work has influenced the development of the community, county. State or county; through the association with the firm Garstang & Rea.

PLANNING & ZONING COMMISSION TESTIMONY:

Thomas Walters represented the case. He explained that the case was approved by the Historic Preservation Commission as it qualified under Criteria 3 and Criteria 5. Dr. Rosenberg asked why it was not being rezoned to R-1 if the use is single-family. Mr. Walters responded that this case is just to adopt the historic landmark designation.

PUBLIC COMMENT;

Ms. Linda Mosley spoke in favor of the case. She introduced herself as the owner of the property.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-251
Planning & Zoning Commission recommends approving Case 039-24 (7 in Favor, 0 Opposed, 0 Absent)

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

Z&P Meeting: December 9, 2024
City Council Meeting: January 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 038-24 A request to remove from District R-3 (Multi-family Residential) and include in District R-3-HP (Multi-family Residential – Historic Preservation Overlay) for future commercial development

LOCATION 117 N. Moffet Ave.

APPLICANT William & Linda Mosley & Joplin Historic Preservation Commission

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EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Single Family	0.33

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single Family	Single Family	Single Family	Single Family

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

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

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is eligible for listing in the local historic listing in accordance with appendix E of the zoning code.

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

The current zoning of R-3 and the use is single family. This will be unchanged by inclusion in the HP overlay.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Only the applicant property will be subject to the overlay restrictions, and certificate of appropriateness approvals.

DISCUSSION

This request to rezone to R-3-HP is eligible for local landmark listing with Criteria 3: It's identification with a person or persons who significantly contributed to the development of the community, county, state, or country; through its association with Frank Edward Weeks, & Criteria 5: Its identification as a work of a master builder, architect, or landscape architect whose individual work has influenced the development of the community, county. State or county; through the association with the firm Garstang & Rea.

Joplin Historic Preservation Commission recommends approval of Case 038-24.

ENCLOSURES

- Map of property
- Application

CASE 038-24: REZONING

117 N Moffet- Rezoning- A request to rezone from District R- 3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential- Historic Preservation Overlay)- William and Linda Mosley

Mr. Kimble asked if the applicant or representative would come forward and state their name and address for the record.

Thomas Walters of 602 S Main St. Joplin, Missouri presented the case on behalf of the Historic Preservation Commission for the City of Joplin.

Mr. Walters explained to the commission that the request for rezoning was already heard in front of the Historic Preservation Commission for the City of Joplin, and they had recommended approval. Mr. Walter explained that the criteria needed to be considered for the Historic Preservation overlay had been met by the applicants.

Mr. Walters explained that the criteria met by the applicants were met by the historical significance criteria 3. Mr. Walter explained that criteria 3 of historical significance was stated as “its identification with a person or person who significantly contributed to the development of the community, county, state, or country”. Mr. Walter stated this criterion was met due to the home being associated with Frank E. Weeks.

Mr. Walters stated that the second criteria that this home met for the historical significance was " its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or country”. Mr. Walter stated that this criterion was met due to the association the house has with prominent local architects Garstang and Rea.

Mr. Kimble asked the commission if they had questions for the representative.

Dr. Rosenberg asked Mr. Walter why the owners were trying to rezone if it was only a single-family home.

Mr. Walters explained that the rezoning request was just for the Historical Preservation Overlay dedication and not the zoning of the property.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Linda Mosely of 117 N Moffet Ave. Joplin, Missouri asked to speak in favor of this case. Mrs. Mosely explained she would like the support of the commission so her house can be listed with the Historical Preservation Overlay.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTIN TO APPROVE CASE 038-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

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.: 038-24
Filing Fee: ~~$600.00~~ $0.00 HP
Received: 10/31/24
Date Advertised:
Proj. No.: 24-116
Public Hearing Date: 12/2/24 (PZ)
1/6/25 (CC)

Applicant: William & Linda Mosley & Historic Preservation Commission Phone No.: 417-438-4634

Address: 117 N. Moffet Ave. Joplin, MO 64801 Email: wmmosley@att.net

Owner: William & Linda Mosley Phone No.: 417-438-4634

Address: 117 N Moffet Ave. Joplin, MO 64801 Email: same

Location of Property: 117 N moffet - North Heights Neighborhood

Present Use of Property: Single family home

Proposed Use of Property: Single family home / local Landmark

Current Zoning: R-3 Requested Zoning: R-3-HP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single family	R-3
South	Single family	R-3
East	Single family	R-3
West	Single family	R-3

Character of the Neighborhood: Walkable traditional 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: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Nominated for local Landmark status on Criteria 3 & Criteria 5, Historic Preservation Commission approves & forwards to planning & Zoning Commission.

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: Tracy Walters **Date:** 10-30-2024

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the

PUBLIC RECORDS of JASPER COUNTY :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

ALL OF MISCELLANEOUS LOTS NUMBERED SIXTEEN (16) AND FORTY-EIGHT (48), ALL IN SECTION 3, TOWNSHIP 27, RANGE 33 AND ALL OF LOT NUMBERED SIXTY-NINE (69) IN WILSON AND HUTTONS SECOND ADDITION TO THE CITY OF JOPLIN COUNTY, MISSOURI.

Parcel ID Number: 35168170000 which currently has the address of

117 NORTH MOFFET AVENUE [Street]

JOPLIN [City], Missouri 64801 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

JOPLIN | HISTORIC PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

William and Linda Mosley

OWNER:

William and Linda Mosley

ADDRESS AND LANDMARK NAME:

117 N Moffet Ave. Joplin, Missouri 64801
The Wilber House

PRESENT USE:

Single Family Residential (Zoned R-3)

HISTORIC USE:

Single Family Residence

PHYSICAL DESCRIPTION:

Date of Construction: Established Circa 1907

Architectural Style: American Four Square

Construction: American Four Square architectural type, with additions and alterations from previous architectural styles. (See applicant description, attached)`

Site: Wilson & Hutton 2nd Addition lot 69, and Joplin Miscellaneous Tracts Lot 16 & Lot 48

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   This category is typically not applied to single family homes being nominated for local landmark status. This category is applicable to a district as a whole.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

Frank Edwards Weeks, born August 7, 1879, in Rockford, Illinois was the youngest child of a wealthy Chicago family. His father, Harvey Thomas Weeks (November 20,1842-January 9, 1920) was a veteran of the Civil War. He was involved in real estate, banking and politics. Five years after the death of his first wife, Minnie, Frank Crawford Letts married Ms. Cora Perkins in Washington D.C. on November 11, 1897. By then he was an affluent provider as he was president of the National Wholesale Grocery Company in Chicago. On August 12, 1912 a son, Harvey Crawford Weeks was born to Frank and Herma. By that time they were living at 110 North Byers and Frank was listed as a Mine Operator in the Joplin City Directory. The first evidence of the Weeks living at 117 North Moffet Avenue was documented in Frank's WWI draft registration, serial number 2173. Mr. Weeks first mining venture was operation out of the old Sampson mine, west of Schifferdecker Park where he was associated with W. J. Briggle. He also operated the old Kitty mine at Thoms Station in Carl Junction, one of the heavy zinc producers in those days. Frank Edward Weeks, Jr. died on January 20, 1923 at the age of three and was buried at Mount Hope Cemetery. His cause of death was influenza with cardiac insufficiency.

Finding: The building meets the requirements of criteria 3 for its association with Frank E. Weeks.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The American Foursquare Architectural type is not eligible for this category for it was an architectural type meant to have a variety of architectural details associated with the type, and the property has had some significant alterations.

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Garstang & Rea were prominent local architect for many building surviving today including the Christman Building.

Finding: The building meets the requirements of criteria 5 for its association with Garstang & Rea architects.

.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination.

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends The Wilber House, located at 117 N Moffett, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 117 North Moffet Avenue Joplin MO 64801
Property Name (historic or common): _____

OWNER INFORMATION
Name: William and Linda Mosley Phone: 417-438-4634
Address: 117 North Moffet Avenue

FORM PREPARED BY (If other than owner)
Name: N/A Phone: _____
Address: _____
Relationship to Owner: _____
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: _____
Single family dwelling Historic Use (if known): Single family dwelling
Public or Private: Private Occupied or Unoccupied: Occupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: 1907
Architect and/or Builder Garstang & Rea (if known): _____
Building Materials (foundation, walls, roof, etc.): Attached

Architectural Style: American Foursquare with classical elements
Site Description (property and surrounding area): Residential historic houses

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: The home is located in the Wilson-Hutton development. Circa 1900. The development borders the National Murphysburg Residential Historic District and the North Heights Historic Neighborhood

2. Its location as a site of a significant local, county, state, or national event:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The first owners were Frederic and Fannie Wilber. Frederic was the district manager for the Hercules Powder Company. The next significant owners were Frank and Herma. Weeks. Frank was associated with numerous mines in Missouri and Oklahoma and explored mining in Texas. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: Carthage limestone was used in the foundation, the solid slab balustrades and the plinths.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: The architects, Garstang & Rea were prominent architects of the era. Many residenses and industiral buildings are attributed to their names. Examples are Joplin Casket and Christman's Department Store. Significant residential houses include 419 S Jackson, 108-218-616 S Sergeant and 202-302-304 and 310 S Moffet.

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Foursqurare Craftsman design. The second owner added a sunken library with 12 foot ceilings.

7. Its embodiment of design elements that make it structurally or architecturally innovative: The added library exterior includes Geogian style windows. Double french doors to exit to the patio.

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature:

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

_____

_____

_____

10. Its suitability for preservation or restoration: The house has been beautifully restored

_____

_____

_____

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: _____

Signature: _____ Date: _____

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Application Form

Name: William and Linda Mosley

Date: 10-1-2024

Address: 117 North Moffet Avenue

Phone: 417-438-4634

Address of Historic Property: 117 North Moffet Avenue

Property Owner (if different from above): _____

Historic Title/ Name of Property: Frederic Wilber/Frank Weeks House

Date of Original Construction: 1907

Historic District (if applicable): Wilson- Hutton

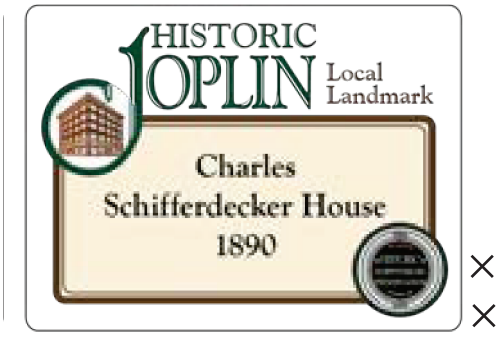
All historical data is subject to verification. Applicants will be notified by letter if there is a discrepancy in the verification process.

A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

- ☐ I wish to use the pole provided by the city
- ☐ I am requesting to install my own post. Attached is a picture and description

Please return both pages of this application to the Historic Joplin Preservation Commission. Allow 6-8 weeks for processing and printing

Thank you,
Historic Joplin Preservation Commission



Local Landmark Sign with
Murphysburg Designation

Above: Local Landmark sign with a Murphysburg designation. Please note properties not in designated districts *will not* specify a designation in the lower right-hand corner.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Display Guidelines

In order to maintain a consistent use and display of the Local Landmark Markers, the Joplin Historic Preservation Commission (JHPC) has set forth the following Display Guidelines:

Pole/Standard:

A metal pole will be provided with the installation of the marker. An alternative post/standard may be utilized by the property owner at their own expense. HJPC will approve such poles based on the following criteria:

1. The style of the post/standard must complement the individual architectural style of the building, home, site or structure. For example: a Victorian post/standard for a Victorian structure, a Craftsman post/standard for a Craftsman Bungalow.
2. The height of the marker and post should be no higher than six (6) feet.

Marker Installation:

- Markers shall be installed on the outside edge of the property line at a distance no less than two (2) feet and no more than eight (8) feet from the sidewalk.
- At intersections, the Marker must be placed on the corner of the property facing the intersection. All other Markers must be placed facing the street.
- The height of the Marker and post should be no higher than six (6) feet.

Maintenance:

- Markers shall be maintained to be free of obstructions and clearly visible.
- Maintenance, replacement, repair due to weather, vandalism etc., of the marker is the responsibility of the property owner.

Continued Use:

- Markers are the property of the Historic Joplin Preservation Commission.
- Markers may not be removed without the approval of the HJPC.
- Any change in the display location of the marker and post shall be submitted in writing to the HJPC for approval.

I have read and agree to the above guidelines.

Name: _____

Date: _____


117

7–224.

TWELFTH CENSUS OF THE UNITED STATES.

123 A

State Missouri
County Jasper
Township or other division of county Joplin Township
[Insert name of township, town, precinct, district, or other civil division, as the case may be. See instructions.]
Name of Institution, X
Name of incorporated city, town, or village, within the above-named division,
Ward of city, X

SCHEDULE No. 1.—POPULATION.

Supervisor's District No. 13 — Sheet No. 5
Enumeration District No. 46

Enumerated by me on the 5 day of June, 1900, Harday R Davis, Enumerator.

1485

LOCATION. IN CITIES. Street.	House Number.	Number of dwelling-house, in the order of visitation.	Number of family, in the order of visitation.	NAME of each person whose place of abode on June 1, 1900, was in this family. Enter surname first, then the given name and middle initial, if any. INCLUDE every person living on June 1, 1900. OMIT children born since June 1, 1900.	RELATION. Relationship of each person to the head of the family.	PERSONAL DESCRIPTION. Color or race	Sex	DATE OF BIRTH. Month.	Year.	Age at last birthday.	Whether single, married, widowed, or divorced.	Number of years married.	Mother of how many children.	Number of these children living.	NATIVITY. Place of birth of each person and parents of each person enumerated. If born in the United States, give the State or Territory; if of foreign birth, give the Country only. Place of birth of this Person.	Place of birth of Father of this person.	Place of birth of Mother of this person.	CITIZENSHIP. Year of immigration to the United States.	Number of years in the United States.	Naturalization.	OCCUPATION, TRADE, OR PROFESSION of each person TEN YEARS of age and over. Occupation.	Months not employed.	EDUCATION. Attended school (in months).	Can read.	Can write.	Can speak English.	OWNERSHIP OF HOME. Owned or rented.	Owned free or mortgaged.	Farm or house.	Number of farm schedule.
1	2			3	4	5	6	7		8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	82	80		Waugh, Aron S.	Head	W	M	May	1848	52	M	21			Missouri						Zinc Miner	6		yes	yes	yes	O	F	H		1
				Matilda	Wife	W	F	Mar	1859	41	M	21	7	6	Missouri	Tennessee	Missouri							yes	yes	yes					2
				Ada	Daughter	W	F	Mar	1895	5	S				Missouri	Missouri	Missouri							yes	yes	yes					3
				Minnie	Daughter	W	F	Sept	1881	18	S				Missouri	Missouri	Missouri				at school		1	yes	yes	yes					4
				Ada	Daughter	W	F	Sept	1889	10	S				Missouri	Missouri	Missouri				at school		2	yes	no	yes					5
				Flora	Daughter	W	F	Jan	1892	8	S				Missouri	Missouri	Missouri														6
				Ira	Son	W	M	Dec	1885	14	S				Missouri	Missouri	Missouri														7
				Perry	Son	W	M	Oct	1888	11	S				Missouri	Missouri	Missouri														8
	24	21		Merchant, Wm H	Head	W	M	Nov	1876	23	M	1			Missouri	New York	Michigan				Zinc Miner	0		yes	yes	yes	O	F	H		9
				Maud	Wife	W	F	Aug	1884	15	M	1	0	0	Missouri	Missouri	Missouri							yes	yes	yes					10
	81	82		Mastin, Jasper N	Head	W	M	Nov	1876	23	M	1			Illinois	Illinois	Kentucky				Zinc Miner	2		yes	yes	yes	O	F	Rent		11
				Myrtle M	Wife	W	F	Mar	1878	22	M	1	0	0	Kansas	Ohio	Illinois							yes	yes	yes					12
				Lodding, Nellie	Sister-in-law	W	F	Feb	1883	17	S				Kansas	Ohio	Illinois				Servant	0		yes	yes	yes					13
	82	83		Fredrich, James J	Head	W	M	Aug	1850	49	M	18			Pennsylvania	Pennsylvania	Pennsylvania				Teamster	0		yes	yes	yes	O	F	Rent		14
				Ellen	Wife	W	F	Nov	1865	34	M	18	5	3	Pennsylvania	Pennsylvania	Pennsylvania							yes	yes	yes					15
				Hortense C	Daughter	W	F	April	1884	16	S				Missouri	Pennsylvania	Pennsylvania				at School		9	yes	yes	yes					16
				Maude	Daughter	W	F	Aug	1888	10	S				Missouri	Pennsylvania	Pennsylvania				at school		9	yes	yes	yes					17
				Ruby	Daughter	W	F	Oct	1891	8	S				Missouri	Pennsylvania	Pennsylvania				at school		9	yes	yes	yes					18
	84	84		Knuckles, Fabius H	Head	W	M	Aug	1871	28	M	6			Illinois	Illinois	Illinois				Blacksmith	5		yes	yes	yes	O	F	H		19
				Mary	Wife	W	F	May	1870	30	M	6	2	2	Illinois	Germany	Illinois							yes	yes	yes					20
				Carl	Son	W	M	Feb	1898	2	S				Kansas	Illinois	Illinois														21
				Lucy	Daughter	W	F	Feb	1900	6/12	S				Missouri	Illinois	Illinois														22
	85	85		Booth, Jacob H	Head	W	M	Dec		Gen	M	8			Illinois	Illinois	Illinois				Zinc Miner	6		yes	yes	yes	O	F	H		23
				Isabelle A	Wife	W	F	Mar	1878	22	M	8	3	3	Missouri	Missouri	Indiana							yes	yes	yes					24
				Jane	Daughter	W	F	Nov	1892	7	S				Missouri	Illinois	Missouri				at school										25
				Sarah	Daughter	W	F	Sept	1895	4	S				Missouri	Illinois	Missouri														26
				John	Son	W	M	April	1898	2	S				Missouri	Illinois	Missouri														27
				Hall, Rosa	Cousin	W	F	May	1883	17	S				Missouri	Illinois	Missouri				Servant	6		yes	yes	yes					28
	86	86		Sill, Abraham G	Head	W	M	Mar	1847	53	M	14			Pennsylvania	Pennsylvania	Pennsylvania				Farmer	0		yes	yes	yes	O	F	H		29
				Nancy C	Wife	W	F	Mar	1862	38	M	14	5	3	Tennessee	Tennessee	Tennessee							yes	yes	yes					30
				Martha A	Daughter	W	F	May	1887	13	S				Arkansas	Pennsylvania	Tennessee							yes	yes	yes					31
				Stella M	Daughter	W	F	Feb	1891	9	S				Arkansas	Pennsylvania	Tennessee														32
				Ernest A	Son	W	M	Nov	1895	6	S				Arkansas	Pennsylvania	Tennessee														33
	86	87		Andis, Nancy J	Head	W	F	Aug	1840	59	W	8	11	4	Illinois	Indiana	Kentucky				House Keeper			yes	yes	yes	O	F	H		34
				Robert M	Son	W	M	Dec	1875	24	S				Illinois	Indiana	Illinois				Zinc Miner	2		yes	yes	yes					35
				John F	Son	W	M	Oct	1878	20	S				Missouri	Indiana	Illinois				Zinc Miner	4		yes	yes	yes					36
	87	88		Phillips, William H	Head	W	M	Dec	1857	42	W				Illinois	Connecticut	Connecticut				Laborer	12	0	yes	yes	yes	O	F	H		37
				Joseph P	Son	W	M	May	1884	31	M	6			Missouri	Illinois	Illinois				Zinc Miner	0		yes	yes	yes					38
				Rosa B	Son-in-law	W	F	Mar	1873	27	M	6	1	1	Missouri	Indiana	North Carolina							yes	no	yes					39
	84	89		Barnett, Ed J	Head	W	M	May	1873	27	W				Kansas	Ohio	Missouri				Zinc Miner	4		yes	yes	yes	O	F	H		40
	90	90		Maud	Daughter	W	F	Sept	1893	6	S				Missouri	Missouri	Kansas														41
	9			Frank	Father	W	M	Dec	1836	63	W				Ohio	Ohio	Ohio				Teamster	2		yes	yes	yes					42
	90	91		Winchell, Jesse C	Head	W	M	June	1875	24	M	2			Indiana	Indiana	Indiana				Zinc Miner	0		yes	yes	yes	O	F	Rent		43
				Ettie F	Wife	W	F	Jan	1881	19	M	2	0	0	Missouri	Indiana	Illinois							yes	yes	yes					44
	91	92		Brown, Wilson W	Head	W	M	May	1844	52	M	25			Pennsylvania	Pennsylvania	Pennsylvania				Mine Superintendent	0		yes	yes	yes	O	F	H		45
				Eleanor B	Wife	W	F	Oct	1857	42	M	25	6	3	Indiana	Ohio	Indiana							yes	yes	yes					46
				Jay F	Son	W	M	Mar	1882	18	S				Ohio	Pennsylvania	Indiana				Engineer mine	0		yes	yes	yes					47
				Jones, Arthur A	Son-in-law	W	M	Mar	1880	20	M				Indiana	Indiana	Indiana				Drill man	0		yes	yes	yes					48
				Jones, Irene	Daughter	W	F	Jan	1885	15	M		0	0	Missouri	Pennsylvania	Indiana							yes	yes	yes					49
				Lewis, George	Boarder	W	M	Nov	1887	12	S				Minnesota	Va	Va				Zinc Miner			yes	yes	yes					50

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Wiggins Philo Reed team Waters Pierce Oil Co r 2109 Grand
Wight Franklin L r 206 Jackson
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Wilbanks Walter A clk W M Castleberry r 1507 Kentucky
WILBER FRED A cash Independent Powder Co of Mo r 117 n Moffet
Wilcox Frank B mine opr r Olivia
Wilcox Lemuel crush fdr r 315 n Grays av
Wilcox Lola bkpr F W Woolworth & Co r 315 n Gray
Wilcox Raleigh driver Junge Baking Co r 315 n Grays av
Wilcoxson see Willcoxson
Wildgen Fred miner r 1403 w 9th
Wilds Tracie student r 905 Bryan
Wiles Earl clk Davis-Kayser Mer Co r 324 s Mineral
Wiles Grace laundress rms ws Park 1st n 7th
Wiles James P grocer 719 Bway r 324 s Mineral
Wiles Lee M mine opr r 627 Jackson
Wiles see also Whiles
Wiley Anna r 908 w 6th

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Wiley Danl W (Wiley Wholesale Flour & Feed Co 630 Amander) r 2116 Virginia
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Wiley Frank G janitor Byers School r 908 w 6th
Wiley Hannah presser Hardella's Dye Works r 908 w 6th
Wiley Lunda ironer Joplin Steam Laundry Co r 908 w 6th
Wiley Oliver P M (sec & treas Independent Candy Mfg Co 4th nw cor Mo av) r 634 Wall
Wiley Wholesale Flour & Feed Co (B L & D W Wiley and J Y Huffman) 630 Amander
WILGUS AUG B real est 205 Miners Bank bldg r 511 Jackson
Wilgus Lovetta r 511 Jackson
Wilhite Emma ironer Star Laundry r Galena Kas
Wilhite Otto packer Picher Lead Co b 117 n Grays av
Wilhoit Edw M oil 12th & Mo av r Springfield Mo
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Wilkerson Martha Mrs r 1701 Main
Wilkins Alex D driver Home Laundry r 1925 Virginia
Wilkins Chas miner r 1815 Virginia
Wilkins Eunice A phone opr r 1925 Virginia
Wilkins Sidney mine supt r 436 n Pearl
Wilkins Warren A mess Lightning Messenger Service r 1925 Virginia
Wilkinson Chas miner r Main sw cor 26th
Wilkinson Edith tchr Byers School r 728 Joplin
Wilkinson Essie r Main sw cor 26th
Wilkinson Harry miner r Main sw cor 26th
Wilkinson Isaac N miner r Oliver nr 1st
Wilkinson Wm T team r Main sw cor 26th
Wilks Geo lab Rogers-Conklin Mfg Co r 903 Jackson
Wilks Leonard clk H A Marr & Co r 909 w 7th
Wilks Lucy rms 1218 Main
Willard Frank (c) porter Harris Crain r 203 w 1st
Willard Sherman A Rev (pastor East Joplin Cong Church Hill nw cor School) r 302 n Cox
Willbanks Chas F smelter Picher Lead Co r 1451 Perkins
Willbanks Geo L smelter Picher Lead Co r 1710 Glover

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Willcoxson Rufus L r 931 Wall
Willet Mary maid The Clarketon
Williams Albert D plumber North Joplin Plumbing Co r 112 Main
Williams Albert H real est 1055 Main r 1501 Minn
Williams Alex Mc meats es Park View 3d s of Perkins r ws Carson 3d s of 1st
Williams Alex N (c) lobby man Connor hotel rms 204 n Main
Williams Allen cuffer Daly & Forman 213 w 2d
Williams Annie dressmkr 507 Pearl
Williams Bessie r ss 7th 4th e Ozark
Williams Cabinet Works (J P Williams F J Allerding) 514 n Main
Williams Carl molder United Iron Works Co
Williams Chas miner r Empire ¼ mile s 26th
Williams Chas sheet metal worker Empire Sheet Metal Works
Williams Chas junk ns 4th 2d e of Park View
Williams Chas (c) cook 113 Main
Williams Chas A miner r ws Carson 3d s of 1st
Williams Chas T r 1828 Joplin
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STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena Township
NAME OF INSTITUTION

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

NAME OF INCORPORATED PLACE Joplin Ward 4 Part B
ENUMERATED BY ME ON THE 29th DAY OF April 1910.

SUPERVISOR'S DISTRICT NO. 15
ENUMERATION DISTRICT NO. 44
SHEET NO. 15 B
WARD OF CITY West 4 Part B
Louis B. Miller, ENUMERATOR

LOCATION. Street, avenue, road, etc.	Number in order of visitation	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex	Color or race	Age at last birthday	Whether single, married, widowed, or divorced	Number of years of present marriage	Mother of how many children. Number born	Number now living	NATIVITY. Place of birth of this person	Place of birth of Father of this person	Place of birth of Mother of this person	CITIZENSHIP. Year of immigration to the United States	Whether naturalized	Whether able to speak English; or, if not, give language spoken	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account	If an employee: Whether out of work on April 15, 1910	If an employee: Number of weeks out of work during year 1909	EDUCATION. Whether able to read	Whether able to write	Attended school any time since Sept. 1, 1909	OWNERSHIP OF HOME. Owned or rented	Owned free, or mortgaged	Farm or house	Number of farm schedule	Whether a survivor of the Civil War or the Spanish War	Whether blind (both eyes)	Whether deaf and dumb
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
51	1414	441	473	Lunsaway Claude	Head	m	w	26	M1	15			Missouri	United States	Missouri		English	Miner	Zinc and Lead	W	No	12	yes	yes		R		H	0	5	0	5
52				Emma	Wife	f	w	33	M1	15	4	4	Missouri	Illinois	Illinois		English	None					yes	yes								
53				Bonnie	Daughter	f	w	13	S				Missouri	Missouri	Missouri		English	None					yes	yes	yes							
54				Travers H	Son	m	w	11	S				Missouri	Missouri	Missouri		English	None					yes	yes	yes							
55				Boyd	Son	m	w	8	S				Missouri	Missouri	Missouri			None							yes							
56				Mary K	Daughter	f	w	5	S				Missouri	Missouri	Missouri			None							no							
57	1404	442	474	Simpson John	Head	m	w	50	Wd				Kansas	Michigan	Indiana		English	Miner	Zinc and Lead	W	No	26	yes	yes		O	M	H	0	5	0	5
58				Anna	Daughter	f	w	14	S				Missouri	Kansas	Missouri		English	None					yes	yes	yes							
59				Grace	Daughter	f	w	10	S				Kansas	Kansas	Missouri			None							yes							
60				Ada	Daughter	f	w	8	S				Missouri	Kansas	Missouri			None							yes							
61				Bessie	Daughter	f	w	5	S				Missouri	Kansas	Missouri			None							yes							
62	1402	443	475	Andrews James M	Head	m	w	31	M1	2			Ohio	Ohio	Ohio		English	Plumber	Gas Company	W	No	0	yes	yes		R		H	13	4	9	2
63				Iona	Wife	f	w	26	M1	2	1	1	Missouri	Illinois	Ohio		English	None					yes	yes								
64				Lela M	Daughter	f	w	7/12	S				Missouri	Ohio	Missouri			None														
65	1400	444	476	Burk Patrick M	Head	m	w	66	Wd				Ire. Irish	Ire. Irish	Ire. Irish	1861	Na	English	None				yes	yes		O	F	H		2		
66				Patrick	Son	m	w	34	S				Illinois	Ire. Irish	Ire. Irish			English	Smelter	Zinc and Lead	W	No	0	yes	yes					5	4	6	2
67	930	445	477	Fredericks James	Head	m	w	75	M1	27			Pennsylvania	Pennsylvania	Pennsylvania			English	Engineer	Stationary	W	No	0	yes	yes		R		H	12	9	9	X
68				Ella	Wife	f	w	44	M1	27	3	3	Pennsylvania	Pennsylvania	Pennsylvania			English	None				yes	yes								
69				Betty	Daughter	f	w	25	M1		0	0	Missouri	Pennsylvania	Pennsylvania			English	None				yes	yes								
70				Ruby	Daughter	f	w	18	S				Missouri	Pennsylvania	Pennsylvania			English	None				yes	yes	yes							
71	1403	446	478	Young Harvey A	Head	m	w	65	Wd		5	4	Indiana	Indiana	Ohio			English	None				yes	yes		R		H				
72				Harry L	Son	m	w	27	S				Iowa	Indiana	Indiana			English	Laborer	Cement	W	No	20	yes	yes					15	5	9	8
73				Walter S	Son	m	w	25	S				Indiana	Indiana	Indiana			English	Carpenter	House	W	No	20	yes	yes								
74	1427	447	479	Stephens Alexander	Head	m	B	33	M1	4			Tennessee	United States	United States			English	Laborer	Hotel	W	No	10	yes	yes		R		H	15	5	7	X
75				Annie	Wife	f	mu	30	M2	4	4	4	Kansas	United States	Tennessee			English	None				yes	yes								
76				Horatio	Son	m	mu	11	S				Kansas	Tennessee	Kansas			English	None				yes	No	yes							
77				Cyril	Son	m	mu	8	S				Kansas	Tennessee	Kansas				None						yes							
78				Wheatley	Son	m	mu	5	S				Missouri	Tennessee	Kansas				None						yes							
79				Kenneth	Son	m	mu	3	S				Missouri	Tennessee	Kansas				None													
80	1423	448	480	Leverton John B	Head	m	mu	39	M1	15			Tennessee	Tennessee	Tennessee			English	Laborer	Hodcarrier	W	No	11	yes	yes		O	M	H	2	3	9	8
81				Nell	Wife	m	mu	35	M1	15	7	6	Tennessee	Tennessee	Tennessee			English	None				yes	yes								
82				Merle	Daughter	f	mu	13	S				Oklahoma	Tennessee	Tennessee			English	None				yes	yes	yes							
83				Cecil	Son	m	mu	12	S				Kansas	Tennessee	Tennessee			English	None				yes	yes	yes							
84				Leah	Daughter	f	mu	9	S				Missouri	Tennessee	Tennessee				None						yes							
85				Jewel	Son	m	mu	7	S				Missouri	Tennessee	Tennessee				None													
86				Vada	Daughter	f	mu	4	S				Kansas	Tennessee	Tennessee				None						no							
87				Anna	Daughter	f	mu	2	S				Missouri	Tennessee	Tennessee				None													
88				Haynes Robert	Boarder	m	mu	40	Wd				Texas	Texas	Texas			English	Laborer	Hodcarrier	W	No		yes	yes					2	3	9	8
89	816	449	481	Booth Benjamin	Head	m	w	27	M1	0			Kansas	Ire. German	United States			English	Miner	Zinc and Lead	W	No	4	yes	yes		R		H	0	5	0	5
90				May	Wife	f	w	22	M1	0			Missouri	Kentucky	Ohio			English	None				yes	yes								
91	812	450	482	Vaughn Charles	Head	m	w	24	M1	4			Missouri	Kentucky	Kentucky			English	Miner	Zinc and Lead	W	No	26	yes	yes		O	M	H	0	5	0	5
92				Lizzie	Wife	f	w	23	M1	4	1	1	Missouri	Illinois	Ohio			English	None				yes	yes								
93				Dwight	Son	m	w	1 7/12	S				Missouri	Missouri	Missouri				None													
94	1235	451	483	Hews John W	Head	m	w	56	Wd				Illinois	New York	Illinois			English	Engineer	Stationary	W	yes	30	yes	yes		O	M	H	12	9	9	X
95	1220	452	484	Adams William E	Head	m	w	18	M1	0			Missouri	Missouri	Missouri			English	Messen	Store	W	No	10	yes	yes	yes	R		H	13	2	9	8
96				Minnie	Wife	f	w	17	M1	0			Missouri	Kentucky	Kentucky			English	None					yes	yes	no							
97	726	453	485	Wells T B	Head	m	w	29	M1	5			Illinois	Ohio	Illinois			English	Miner	Zinc and Lead	W	No	30	yes	yes		R		H	0	5	0	5
98				Leonora	Wife	f	w	30	M1	5	1	1	Kansas	Ohio	Illinois			English	None					yes	yes								
99				Cleo	Daughter	f	w	4	S				Missouri	Illinois	Kansas				None													
100	804	454	486	Morgan Leo E.	Head	m	w	21	M1	0			Missouri	Tennessee	Missouri			English	Roofing		W	No	0	yes	yes		R		H	9	5	9	8

upon 20a 15

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township
NAME OF INCORPORATED PLACE Joplin city
NAME OF INSTITUTION
ENUMERATED BY ME ON THE DAY OF April 1910.

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

SUPERVISOR'S DISTRICT NO. 73
ENUMERATION DISTRICT NO. 51
SHEET NO. 19 B
WARD OF CITY 7 (part)

Mrs. Lina G. Puckett ENUMERATOR.

Supplemental Report from Special Agent — Entered at Mt Vernon, Mo. Office

	LOCATION.	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex. Color or race. Age at last birthday. Whether single, married, widowed, or divorced. Number of years of present marriage. Mother of how many children: Number born. Number now living.	NATIVITY. Place of birth of this person. Place of birth of father of this person. Place of birth of mother of this person.	CITIZENSHIP. Year of immigration to the United States. Whether naturalized or alien.	Whether able to speak English; or, if not, give language spoken.	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc. General nature of industry, business, or establishment in which this person works, as cotton mill, dry-goods store, farm, etc. Whether an employer, employee, or working on own account. If an employee: Whether out of work on April 15, 1910. Number of weeks out of work during the year 1909.	EDUCATION. Whether able to read. Whether able to write. Attended School any time since Sept. 1, 1909.	OWNERSHIP OF HOME. Owned or rented. Owned free or mortgaged. Farm or house. Number of farm schedule.	Whether a survivor of the Union or Confederate army or navy. Whether blind (both eyes). Whether deaf and dumb.
51										
52										
53	117 Mont n Platt Ave	Thomson Bertha	Roomer	F W 24 S	Missouri Missouri Missouri		English	Teacher Music	O a	yes yes
54	✓ ✓	Reinheimer Leopold	Head	M W 56 M 16	Ger Germany Ger Germany Ger Germany	1877 Na	English	Jeweler Jewelry store	O a	yes yes
55	102 n Bergen	" Catherina	Wife	F W 37 M 16 0 0	Virginia Virginia Virginia		English	Saleslady Jewelry store	W. wo 0	yes yes
56	—	Craig Wm E	Head	M W 47 M 27	Missouri Missouri Kentucky		English	Doctor Medicine	O a	yes yes
57	Olive & Pluto	— Letha A	Wife	F W 37 M 27 1 1	Missouri Virginia Virginia		English	None		yes yes
58	320 Platt	Spragg Charles M	Head	M W 59 M 30	Massachusetts Massachusetts Unknown		English	Druggist Own store	O a	yes yes
59	✓ ✓	Clemens Barrett B	Head	M W 63 M 25	Ohio Ohio Ohio		English	Dentist Office Work	O a	yes yes
60	Olive & Pluto	— Rosa E	Wife	F W 45 M 25 0 0	Ohio Ohio Ohio		English	None		yes yes
61		— Geo T	Adopted Son	M W 6 S	Mexico L Unknown Unknown			None		yes
62	✓ ✓	Picker Oliver H	Head	M W 65 M 30	Indiana Massachusetts Maryland		English	Own Income	O a	yes yes
63	206 n Platt Ave	— Harriet W	Wife	F W 60 M 30 2 1	Pennsylvania Maryland Massachusetts		English	None		yes yes
64	—	Woods Lee R	Brother in law	M W 59 S	District Columbia Maryland Massachusetts		English	Own Income	O a	yes yes
65	209 W 8th St ✓ ✓	Frey Wm H	Head	M W 63 M 31	Illinois Ohio Vermont		English	Carpenter House Work	O a	no 0 yes yes
66	—	— Georgia A	Wife	F W 54 M 31 3 2	New Jersey New Jersey Oregon Jersey		English	None		yes yes
67	✓ ✓	Wilson Aubrey H	Head	M W 21 M 1	Missouri Missouri Missouri		English	Electrician Electric Park	W no 2	yes yes
68	814 Mercy St	— Dacia E	Wife	F W 19 M 1 0	Illinois North Dakota Missouri		English	None		yes yes
69	515 W 3rd	Hagler Geo A Jr	Roomer	M W 38 S	Michigan England Eng New York		English	Mech Eng. Electric Plant	W no 0	yes yes
70	✓ ✓	Mc Peak Homer H	Head	M W 34 M 9	Indiana Indiana Indiana		English	Blacksmith Mining Plant	W. no 0	yes yes
71	1037 W 7th	— Rachel A	Wife	F W 29 M 9 1 1	Missouri Kentucky Arkansas		English	None		yes yes
72	—	— Monica A	Daughter	F W 8 S	Missouri Indiana Missouri			None		yes yes
73		Stevens John E	Head	M W 67 M 35	Michigan Eng Ireland Eng Ireland		English	Salesman Packing House	W no 0	yes yes
74		— Virginia	Wife	F W 60 M 35 4 3	Michigan New York New York		English	None		yes yes
75	223 n Jackson	Coborn Geo M	Son in law	M W 32 M 3	Pennsylvania Pennsylvania Pennsylvania		English	None		yes yes
76	—	— Margaret G	Daughter	F W 24 M 3 1 1	Michigan Michigan Michigan		English	None		yes yes
77	—	— Virginia C	Gr. daughter	F W 7 S	Missouri Pennsylvania Michigan			None		
78	✓ ✓	Smith Sardinus	Head	M W 72 M 41	Ohio New York New York		English	Ins. Agent Office	O a	yes yes
79	W 7th St	— Eliza E	Wife	F W 62 M 41 4 4	Ohio Virginia Virginia		English	None		yes yes
80	—	— Sardinus Jr	Son	M W 35 S	Missouri Ohio Ohio		English	Drummer Office	O a	yes yes
81	717 W 2nd ✓ ✓	Osfall Henry	Head	M W 45 M 16	Indiana Ger Germany Pennsylvania		English	Merchant Gen'l Store	O a	yes yes
82	—	— Nora B	Wife	F W 36 M 16 0 0	Ohio Ohio Indiana		English	None		yes yes
83	1032 W 2nd ✓ ✓	Wyatt Jena	Head	F W 50 Wd 0	Tennessee Indiana Indiana		English	Nurse Private Families	O a	yes yes
84	✓ ✓	Lane Gailey M	Head	M W 41 Wd 12 6	Missouri Missouri Missouri		English	House work Private Families	W no 6	yes yes
85	—	— Minnie E	Daughter	F W 14 S	Missouri Missouri Missouri		English	None		yes yes yes
86	1118 W 2nd	— Mary G	Daughter	F W 11 S	Missouri Missouri Missouri		English	None		yes yes yes
87	—	— Robert F	Son	M W 7 S	Missouri Missouri Missouri			None		yes
88	—	— Lucy M	Daughter	F W 4 S	Missouri Missouri Missouri			None		
89	—	— Noah M	Son	M W 1 S	Missouri Missouri Missouri			None		
90	1127 W 2nd ✓ ✓	McKinney Alfred P	Head	M W 35 S	Missouri Missouri Indiana		English	Cigar Maker Cigar Factory	W no 6	yes yes
91	✓ ✓	Lewis James M	Head	M W 64 M 19	Indiana New York Tennessee		English	Contractor Brick Work	Emp	yes yes
92	—	— Sarah F	Wife	F W 49 M 19 5 2	Mississippi Mississippi Mississippi		English	None		yes yes
93	1148 W 2nd	— Milton O	Son	M W 17 S	Texas Indiana Mississippi		English	Laborer Teamster	W no	yes yes no
94		— Ira O	Son	M W 14 S	Texas Indiana Mississippi		English	None		yes
95		Barbour Henry	Head	M W 67 M 34	Missouri Kentucky Kentucky		English	Laborer Odd Jobs	W no 10	yes yes
96		— Martha E	Wife	F W 58 M 34 10 7	Missouri Tennessee Tennessee		English	None		yes yes
97	1425 W 2nd	— Ray A	Son	M W 21 S	Kansas Missouri Missouri		English	Laborer Lime Works	W no 2	yes yes
98	—	— Robert A	Son	M W 21 S	Kansas Missouri Missouri		English	Laborer Lead Works	W no 2	yes yes
99	—	— Columbus F	Son	M W 18 S	Oklahoma Missouri Missouri		English	Laborer Lead Works	W no	yes yes no
100	—	— Ruth	Daughter	F W 16 S	Kansas Missouri Missouri		English	None		yes yes

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910 — POPULATION

STATE Missouri — COUNTY Jasper — TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township — NAME OF INCORPORATED PLACE Joplin city — WARD OF CITY 2

SUPERVISOR'S DISTRICT NO. 13 — ENUMERATION DISTRICT NO. 51 — SHEET NO. 3 A

NAME OF INSTITUTION X — ENUMERATED BY ME ON THE 16th DAY OF April 1910 — Mrs. Lina E. Duckett, ENUMERATOR

LOCATION.			NAME	RELATION.	PERSONAL DESCRIPTION.					NATIVITY.			CITIZENSHIP.		OCCUPATION.				EDUCATION.			HOME OWNED OR RENTED.			FARM SCHEDULE.		
Street, avenue, etc.	Dwelling number in order of visitation	Number of family in order of visitation	Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born after April 15, 1910.	Relationship of this person to the head of the family.	Sex.	Color or race.	Age at last birthday.	Whether single, married, widowed, or divorced.	Number of years of present marriage.	Mother of how many children? Number living. Number dead.	Place of birth of this Person.	Place of birth of Father of this person.	Place of birth of Mother of this person.	Year of immigration to the United States.	Whether naturalized or alien.	Whether able to speak English; or, if not, give language spoken.	Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account.	If an employer, Whether out of work on April 15, 1910. Number of weeks out of work during year 1909.	Whether able to read.	Whether able to write.	Attended school any time since Sept. 1, 1909.	Owned or rented.	Owned free or mortgaged.	Farm or house.	Number of farm schedule.	Number of years in present home.	Number of years in present city or town.	Whether living on same farm 5 years ago.	Whether blind (both eyes).	Whether deaf and dumb.
1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
			Martha A.	Daughter	F	W.	7	S				Kansas	New Hampshire	Iowa				None					Yes								
			Hoxine, Cora A.	Lodger	F	W.	33	S				Missouri	Illinois	Ohio			English	Professional Nurse	General Practice			Yes	Yes								
			Thompson,																												
119	44	48	Conley, Jasper L.	Head	M	W.	28	M	2			Tennessee	Tennessee	Tennessee			English	Operator	Telegraph	W.	No	0	Yes	Yes		R	H	0	3	X	8	
			", Lelia A.	Wife	F	W.	23	M	2	1	1	Missouri	Tennessee	Missouri			English	None					Yes	Yes								
			", Leonard B.	Son	M	W.	2	S				Missouri	Tennessee	Missouri				None														
121	45	49	Michaelis, Johann F.C.	Head	M	W.	71	Wd.		7	4	Ger. German	Ger. German	Ger. German			English	None					Yes	Yes		R	N					
			", Alfred J.	Son	M	W.	29	S				Missouri	Ger. German	Ger. German			English	Architect	Buildings	W.	No	0	Yes	Yes								
123	46	50	Spiva, Will E.	Head	M	W.	38	M	8			Missouri	Missouri	Missouri			English	Lawyer	General Practice	W.	No	0	Yes	Yes		R	H					
			", Beatrice C.	Wife	F	W.	36	M	8			Texas	Alabama	Texas			English	None					Yes	Yes								
			", Myra G.	Daughter	F	W.	7	S				Kansas	Missouri	Texas				None							Yes							
			", Will E. Jr.	Son	M	W.	5	S				Kansas	Missouri	Texas				None														
124	47	51	Brerig, Fred W.	Head	M	W.	61	M	23			Ger. German	Ger. German	Ger. German	1865	Na	English	Lawyer	Mines	Op.			Yes	Yes		O	S	H	19	5	0	6		
			", Bertha	Wife	F	W.	43	M	23	8	7	Ger. German	Ger. German	Ger. German			English	None					Yes	Yes								
			", Carl W.	Son	M	W.	16	S				Missouri	Ger. German	Ger. German			English	Musician	Instrumental Music	W	No	0	Yes	Yes	Yes							
			", Clarence	Son	M	W.	13	S				Missouri	Ger. German	Ger. German			English	None					Yes	Yes	Yes							
			", Henry	Son	M	W.	11	S				Missouri	Ger. German	Ger. German			English	None					Yes	Yes	Yes							
			", Bertha A.	Daughter	F	W.	5	S				Missouri	Ger. German	Ger. German				None							No							
			", Elizabeth O.	Daughter	F	W.	1	S				Missouri	Ger. German	Ger. German				None														
116	48	52	Jonkin, John H.	Head	M	W.	42	M	14			Pennsylvania	Eng. English	Pennsylvania			English	Operator	Mines	Op.			Yes	Yes		O	S	H	10	0	0	5		
			", Augusta F.	Wife	F	W.	42	M	14			Pennsylvania	Pennsylvania	Ohio			English	None					Yes	Yes								
			", Marjorie A.	Daughter	F	W.	13	S				Pennsylvania	Pennsylvania	Pennsylvania			English	None					Yes	Yes								
			Loomis, Kate F.	Maid	F	W.	31	M	6	0	0	Missouri	Ger. German	Missouri			English	Maid	Private Family	W.	No	0	Yes	Yes					0	3	7	X		
211	52	53	Camblin, Roy D.	Head	M	W.	24	M	5			Kansas	Indiana	Indiana			English	Electrician	Contractor	Emp.			Yes	Yes		R	H		4	0	9	8		
			", Mabel B.	Wife	F	W.	23	M	5	1	1	Missouri	Kansas	Kansas			English	Teacher	Music	O.			Yes	Yes					7	0	6	X		
			", Jack H.	Son	M	W.	2	S				Missouri	Kansas	Missouri				None														
			", Minnie	Mother	F	W.	43	M	25	2	2	Indiana	Un.	Un.			English	House-cleaning	Everywhere	W	No	0	Yes	Yes					14	5	7	X		
215	53	54	Joseph, David	Head	M	W.	41	M	12			Ohio	Indiana	Ohio			English	Prospector	Lead & Zinc Mines	Emp.			Yes	Yes		O	S	H	0	7	0	5		
			", Minnie	Wife	F	W.	32	M	12	0	0	Ohio	Ohio	Ohio			English	None					Yes	Yes								
219	54	55	Healy, Bernard F.	Head	M	W.	42	M	11			New York	Un.	New York			English	Engineer	Gas engine	W	No	0	Yes	Yes		R	H		3	1	6	X		
			", Nettie W	Wife	F	W.	35	M	11	1	1	New York	Maine	New York			English	None					Yes	Yes								
			", Forest V.	Son	M	W.	10	S				New York	New York	New York			English	None					Yes	Yes								
			Kinley, Lewis H.	Roomer	M	W.	21	S				New York	Un.	Un.			English	Operator	Mine Co.	Driller	No	0	Yes	Yes	Yes				10	0	0	5		
			Veazie, Anna R.	Mother in law	F	W.	65	Wd.		2	2	New York	New York	New York			English	None					Yes	Yes								
225	55	56	Bell, Ira	Head	M	W.	65	M	26			Missouri	Un.	Un.			English	Retail Merchant	Groceries	Emp.			Yes	Yes		R	H		3	2	3	X		
			", Emma	Wife	F	W.	50	M	26	8	8	Missouri	Eng. English	Eng. English			English	None					Yes	Yes								
			", Earle R.	Son	M	W.	25	S				Missouri	Missouri	Missouri			English	Laborer	Odd Jobs	W.	No	0	Yes	Yes					15	5	9	8		
			", Mable M	Daughter	F	W.	22	S				Missouri	Missouri	Missouri			English	Book keeper	Grocery store	W.	No	0	Yes	Yes					10	5	3	X		
			", Harley	Son	M	W.	21	S				Missouri	Missouri	Missouri			English	Clerk	Grocery store	W.	No	0	Yes	Yes	No				10	7	3	X		
			", Harry	Son	M	W.	19	S				Missouri	Missouri	Missouri			English	Delivery	Grocery store	W.	No	0	Yes	Yes	Yes				14	3	3	X		
			", Ruth	Daughter	F	W.	17	S				Missouri	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Eva	Daughter	F	W.	15	S				Missouri	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Beatrice	Daughter	F	W.	11	S				Missouri	Missouri	Missouri				None														
229	56	57	Spiva, George W.	Head	M	W.	37	M	11			Missouri	Missouri	Missouri			English	Manager	Powder Co.	W	No	0	Yes	Yes		O	S	H	10	2	1	2		
			", Bessie J.	Wife	F	W.	36	M	11	3	3	Missouri	Eng. English	Tennessee			English	None					Yes	Yes								
			", Hubert J.	Son	M	W.	10	S				Kansas	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Bessie C.	Daughter	F	W.	8	S				Kansas	Missouri	Missouri				None							Yes							
			", George A.	Son	M	W.	6	S				Missouri	Missouri	Missouri				None							Yes							
228	57	58	Welch, Robert E.	Head	M	W.	65	M	12			Vermont	Un.	Un.			English	Retail Merchant	Groceries	Emp.			Yes	Yes		O	S	H		3	2	3		
			", Frances E.	Wife	F	W.	64	M	12	7	1	Illinois	Pennsylvania	Pennsylvania			English	None					Yes	Yes								

North Broadway / Joplin avenue / North Main avenue

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township
NAME OF INCORPORATED PLACE Joplin city
NAME OF INSTITUTION X

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

SUPERVISOR'S DISTRICT NO. 13
ENUMERATION DISTRICT NO. 51
SHEET NO. 2 B
WARD OF CITY 7 (Ward 2)
ENUMERATED BY ME ON THE 16 DAY OF April, 1910. Medina E. Puckett ENUMERATOR.

LOCATION. Dwelling-house numbered in order of visitation	Family numbered in order of visitation	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex	Color or race	Age at last birthday	Whether single, married, widowed, or divorced	Mother of how many children. Number now living	Mother of how many children. Number not now living	NATIVITY. Place of birth of this person	Place of birth of Father of this person	Place of birth of Mother of this person	CITIZENSHIP. Year of immigration to the United States	Whether naturalized or alien	Whether able to speak English; or, if not, give language spoken	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account	If an employee—Whether out of work on April 15, 1910	If an employee—Number of weeks out of work during 1909	EDUCATION. Whether able to read	Whether able to write	Whether able to speak English	HOME OWNED OR RENTED. Owned or rented	Owned free or mortgaged	Farm or house	Number of farm schedule	Number of years in present home	Number of years in present city, town, etc.	Number living in block	Number of dwelling	Number of family
		Dorothy	Daughter	F	W	11	S			Missouri	Maine	Ohio				None																
		Alicia J	Daughter	F	W	1/12	S			Missouri	Maine	Ohio				None																
		Scott, Robert C.	Brother-in-law	M	W	14	S			Illinois	Ohio	Ohio			English	None																
108	34	38 Nunn, Charles W.	Head	M	W	40	M	11		Illinois	Kentucky	Ger. German			English	Gen. Agent	Railroad	W	No	0	Yes	Yes	Yes	O	M	H	11	0	X	5			
		—, Elizabeth	Wife	F	W	37	M	11	3 2	Illinois	Virginia	Illinois			English	None					Yes	Yes										
		—, Chauncy M	Son	M	W	17	S			Kansas	Illinois	Illinois			English	None					Yes	Yes	Yes									
		—, Mary A.	Daughter	F	W	9	S			Missouri	Illinois	Illinois				None							Yes									
		Bugg, Ruth	Sister-in-law	F	W	14	S			Kansas	Virginia	Illinois			English	None					Yes	Yes	Yes									
110	35	39 Graham, Bernard J.	Head	M	W	44	M	16		New York	Irl. Irish	Irl. Irish			English	Superintendent	Gas Co.	W	No	0	Yes	Yes		O	O	H	10	2	9	2			
		—, Margaret M	Wife	F	W	41	M	16	7 7	Michigan	Ger. German	Ger. German			English	None					Yes	Yes										
		—, Zachary L	Son	M	W	15	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Hazel M	Daughter	F	W	13	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Gladys C	Daughter	F	W	11	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Bernard E.	Son	M	W	10	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Margaret M	Daughter	F	W	4	S			Michigan	New York	Michigan				None																
		—, Francis J.	Son	M	W	3	S			Ohio	New York	Michigan				None																
		—, Richard D.	Son	M	W	12/12	S			Missouri	New York	Michigan				None																
		Pinnell, Anthony W	Brother-in-law	M	W	39	S			Michigan	Ger. German	Ger. German			English	Laborer	Gas Co.	W	No	0	Yes	Yes					15	5	9	2			
		Simson, Mollie E.	Servant	F	W	32	Wd	0	0	Missouri	Virginia	Missouri			English	Servant	Private family	W	No	0	Yes	Yes										
114	36	40 Walsh, Robert C.	Head	M	W	46	M	23		Ohio	Irl. Irish	Ohio			English	Proprietor	Lumber Yard	Emp.			Yes	Yes		R	H	4	4	5	X			
		—, Mary B.	Wife	F	W	44	M	23	7 7	Illinois	Illinois	Illinois			English	None					Yes	Yes										
		—, Bernice R.	Daughter	F	W	21	S			Missouri	Ohio	Illinois			English	None					Yes	No	No									
		—, Elizabeth C.	Daughter	F	W	19	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	No									
		—, Albert	Son	M	W	18	S			Missouri	Ohio	Illinois			English	Book-keeper	Lumber Yard	W	No	0	Yes	Yes	No				10	5	3	X			
		—, Mildred A.	Daughter	F	W	16	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
		—, Robert C.	Son	M	W	13	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
		—, Mary N.	Daughter	F	W	10	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
120	37	41 Richardson, James G.	Head	M	W	43	M	12		Michigan	Un.	Un.			English	Proprietor	Laundry	Emp			Yes	Yes		O	M	H	10	0	8	X			
		—, Emma C	Wife	F	W	43	M	12	3 2	Iowa	Ger. German	Pennsylvania			English	None					Yes	Yes										
		—, George G.	Son	M	W	11	S			Missouri	Michigan	Iowa			English	None					Yes	Yes	Yes									
		—, Caroline E.	Daughter	F	W	6	S			Missouri	Michigan	Iowa				None							Yes									
102	38	42 Levin, Sam	Head	M	W	35	M	12		Russ Yiddish	Un.	Un.	1863	Na	English	Merchant	Clothing	Emp.			Yes	Yes		O	M	H	1	3	3	X			
		—, Ethel M	Wife	F	W	33	M	12		Rom. Roumanian	Rom. Roumanian	Rom. Roumanian			English	None					Yes	Yes										
		—, Alfred B.	Son	M	W	11	S			Kansas	Russ Yiddish	Rom. Roumanian			English	None					Yes	Yes	Yes									
		Emerick, Clara	Servant	F	W	18	S			Missouri	Ger. German	New York			English	Servant	Private family	W	No	0	Yes	Yes	No									
101	39	43 Harris, Eddy	Head	M	W	52	M	21	7	New York	Un.	Un.			English	Proprietor	Saloon	Emp.			Yes	Yes		O	M	H	1	6	7	X			
		—, Minnie M	Wife	F	W	45	M	21	7 2	Ohio	New York	Switz. German			English	None					Yes	Yes										
		Smallwood, Eva M.	Lodger	F	W	24	S			Missouri	Missouri	Missouri			English	Teacher	School	W	No	0	Yes	Yes										
105	40	44 Duran, Isaac H	Head	M	W	55	M	31		Eng. English	Eng. English	Eng. English	1854	Na	English	Agent	Insurance Co.	W	No	0	Yes	Yes		R	H	11	0	1	X			
		—, Sarah	Wife	F	W	54	M	31	6 3	Ger. German	Ger. Holman	Ger. Holman			English	None					Yes	Yes										
		—, Stella	Daughter	F	W	25	S			Indiana	Eng. English	Ger. German			English	None					Yes	Yes										
		—, Abraham E.	Son	M	W	23	S			Indiana	Eng. English	Ger. German			English	Agent	Insurance Co.	W	No	0	Yes	Yes					11	0	1	X			
		—, Arthur B.	Son	M	W	23	S			Indiana	Eng. English	Ger. German			English	Solicitor	News Paper	W	No	0	Yes	Yes					11	1	3	X			
111	42	45 Howard, Walter F.	Head	M	W	46	M	19		New Hampshire	New Hampshire	New Hampshire			English	Manager	Real Estate Co.	Emp.			Yes	Yes		O	H	11	0	2	X			
		—, Cora B.	Wife	F	W	40	M	19	0 0	Michigan	New York	New York			English	None					Yes	Yes										
		46 Waterbury, Earl C.	Brother-in-law	M	W	28	M	3		Iowa	New York	New York			English	Owner	Mining Co.	Emp.			Yes	Yes			H		10	0	0	6			
		—, Maude L.	Sister-in-law	F	W	26	M	1	1	South Dakota	Wisconsin	Nebraska			English	None					Yes	Yes										
		—, Edwin L.	Nephew	M	W	2	S			South Dakota	Iowa	South Dakota				None																
117	43	47 Wilber, Fred A.	Head	M	W	40	M	11		New Hampshire	Massachusetts	Massachusetts			English	Cashier	Powder Co	W	No	0	Yes	Yes		O	M	H	10	6	1	2			
		—, Fannie E.	Wife	F	W	42	M	11		Iowa	Ohio	Iowa			English	None					Yes	Yes										

Ruth Bugg

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Whittaker—see also Whitaker Whiteaker
Whittenbeck Clemeth W asst L T Merrill r Chitwood
Whittenbeck Frank E jigman r 502 School
Whittenbeck Wm G lab r 502 School
Whitterberg Joseph clk Boston Stone r 1317 Va
Whittington Elbert B r Washington ne cor A
Whittle Geo E miner r 2202 Annie Baxter
Whitwell Bert blksmith P A Whitwell & Co r 317 Byers
Whitwell Clyde steno Swan Mach Co r 322 s Cox
Whitwell De Etta r 702 Moffet
Whitwell Ethel A tchr Lafayette School r 1724 Wall
Whitwell Frank B lab r 1724 Wall
Whitwell Fred C miner r 1201 Taylor
Whitwell P A & Co (P A Whitwell) miners supplies 501 Va
Whitwell Percy A asst mgr P A Whitwell & Co r 615 w A
Whitwell Pleasant A (P A Whitwell & Co) r 702 Moffet

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Whitwell Robt F motor S W Ry r 322 s Cox
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Whyte Wm T farmer r 2405 Indiana
Wicker Elizabeth housekpr 731 Wall
Wickham Geo r 211 e 7th
Wickham James miner r Winfield cor B
Wickie Fred N carp r 1718 Moffet
Wicks David P r 2010 Wall
Wideman Harry F stock kpr Empire Dist Elec Co r 615 n Sergeant
Wiedeman Geo F dairyman 1710 Joplin
Wiedeman Raymond G student r 1710 Joplin
Wiedman Walter G L sol M P Ry rms 101 n Wall
Wiegand Ed r 1312 Byers
Wiegand Henry packer Brand Dunwoody M Co r 1312 Byers
Wiemer Geo C (F Johns & Co) r 423 Connor
Wiemer John P r 811 w 5th
Wiemer—see also Weimer Wimer
Wier Frank A physician 522 Main rms 728 Byers
Wier—see also Weir
Wiggins A LeRoy steel wkr r 2228 Joplin

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Wiggins Earl clk Joplin Hdw Co r 1612 Connor
Wiggins John H team r McKinley ne cor 10th
Wiggins Philo R driver Pierce Oil Corporation r 1702 Wall
Wiggins Ray r 2110 Grand
Wiggs Clara Mrs r 116 Short
Wight Foster R clk U S Express Co r 518 Ky
Wight Franklin L r 206 Jackson
Wilbanks Kay C trav r 805 May
WILBER B H treas and mgr Independent Rubber Co r 117 n Moffet
WILBER FREDERICK A treas Independent Powder Co r 117 n Moffet
Wilber Victor A mine opr r 1806 Bird
Wilburn Jeff D r 402 Depot
Wilcox C Raleigh sales r 1828 Bird
Wilcox Corbett F clk S F Jones r 903 w 5th
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Wilder Chas H with J L Wilder rms 314 Byers
Wilder Jay L drugs 102 Main rms 314 Byers
WILDER MERWIN A dist mgr John Hancock Mutual Life Ins Co rms 314 Byers
Wilder Verne clk J L Wilder rms 314 Byers
Wiles Earl clk r 1815 Moffet
Wiles Ernest E clk J P Wiles r 903 North
Wiles James P grocer 815 Bway r 324 s Mineral
Wiles Lee M mining r 627 Jackson
Wiles Riethel r 627 Jackson
Wiley Alice wid John r 2502 Empire
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Webb Pearl cigar mkr L S Boucher r 821 Central
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Webb Walter Richard foreman Century Auto Co rms 722 Va
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Webb & Sapp (Fred Webb & Chas Sapp) horseshoers 511 Va
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Weber Aug A carp r 615 Melvin
Webber Fred M mine opr 221 e 4th
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WEBSTER ELMER (Webster Insurance Agency) r 702 Pearl
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Wechselberger John C bartdr Elite Bar r 618 Gray
Wechselberger Nellie clk F W Woolworth & Co r 618 Gray
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Wedeking Anna r 202 s Mineral
Wedeking Lena seam Newmans r 202 s Mineral
Wedeking Margaret wid John H r 202 s Mineral
Weeks Frank miner opr r 114 N Byers
Weeks Robt B mach r 1502 Sergeant
Weems Victor A sales The Texas Co rms 526 Wall
Weesner Ethel E housekpr Courtland Hotel
Weibert John miner rms 901 Main
Weida Ada C Mrs nurse r 1616 Va
Weidel Ladies Tailoring College 702½ Main Minerva Allen mgr
Weien Michael blksmith McNeal Mach Co r 212 n Connor
Weigand—see Wiegand
Weiler Moses clothing 422 Main r 710 Wall
Weimer—see Wiemer
Weinert Elsie steno L S Dewey r 230 n Wall
Weinert John G carp r 230 n Wall
Weinert Louise student r 230 n Wall

THE JOPLIN NEWS HERALD
Fresh from the wires. Every hamlet, town, camp and city on the Electric System is reached by the News Herald in time for the evening meal. Its mining reports are official.

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Weir Harley F team Martin Trans Co r 1931 Va
Weir Joseph sales White & Allen rms 719 Pearl
Weir Lee H miner bds 2013 Empire
Weir—see also Wier
Weiseman Gus bartdr Galena Bar r 1206 Ky
Weiseman—see also Wiseman
Welch A M carp rms 311 Main
Welch Anna wid DeWitt C r 709 Penn
Welch Chas lab Joplin Gas Co
Welch Chas L grocer 914 w 22d r 2209 Bird
Welch Ed plumber C G Burgess
Welch Harry D mgr R M Welch Grocery Co r 922 e 15th
Welch Henry miner r 709 Penn
Welch Homer G clk C L Welch r 2323 Bird
Welch John C miner r 819 Locust
Welch Levi L miner r 1019 Connor
Welch Nettie r 907 Taylor

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Welch R M Grocery Co 922 e 15th H S Welch mgr
Welch Robt G miner r E ne cor Maiden Lane
Welch Thos R (Bud) stone mason r 2309 Joplin
Welch—see also Walsh Welsh
Welcome Earl H physician and surgeon 2-7 Aldrich bldg r 1712 Bird
Wellington Bartlett lab r 2308 Pearl
Wellington Linnie I r 2308 Pearl
Wellington Nancy R wid Edwin R grocer 2308 Pearl
Wells Bonnie miner r 1411 Furnace
Wells Byron miner r 1411 Furnace
Wells Catherine V wid Chas F r 2016 Moffet
Wells Chas dep sheriff Court House r 1422 Valley
Wells Chas E mine opr r 2001 Moffet
Wells Chas F tinner F M Wensel r 1921 Connor
Wells Earl B r 2016 Moffet
Wells Ed jigman r Forest se cor 3d
Wells Elizabeth wid Orlando r 1411 Furnace
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PHONES 268

Warden C R 719 Frisco bldg
Wright Ethel Miss 704 Frisco bldg

NOTIONS

Bullard Bell Co 906 Main
Diehl Simon C 1614 Main
Kresge S S & Co 506-508 Main
Phillips H J 110 Main
Woolworth F W Co 517-19 Main

NURSES

Allen Martha E Mrs 523 W 3d
Babcock T I Miss 1706 Sergeant
Bailey Elizabeth Mrs 520 Central
Barner Carrie 305 S Byers
Botkin Mary O Miss 730 May
DePriest May Mrs 2315 Virginia
Donahoe Anna Dee Miss 43 Gentry Apts
Dow Lenora 216 S Pearl
Dunn S E Mrs 28th and Pearl
Dwyer Mamie Miss 43 Gentry Apts
Farrar Jessie Mrs 621 Gray
Fern Loretta G Miss 43 Gentry Apts
Frederick Ella Mrs 117 N Moffet
Gardner Josephine 217 Grover bldg
Garrett Elizabeth A Miss 714 W 15th
Garrison Mary E Mrs 2131 Sergeant
Geldmacher Frances 1910 Moffet
Henley Sarah E 2512 Kentucky
Hennell Katie 309 S Byers
Hughey Geo W 1912 Byers av
Johnson Harriet A Mrs 1901 Byers
Lytle Mary Miss 607 Sergeant
Kreeger Mary A Mrs 416 W 17th
Lang Ruth Miss 516 W 9th
Lytle Mary Miss 607 Sergeant
Newton Amanda C 2005 Empire av
Page Clara 311 Pearl av
Quinn Flora K Mrs 218 Pearl
Roberts Marie 2325 Penn av
Seiber Lenore Miss 218 N Wall av
Shaffer Sophia Miss 1706 Sergeant
Smith Angie A Miss 1412 Pearl av
Stoop Lizzie Mrs 2809 Joplin
Stark Lula L 2009 Empire av
Wagner Juditha Mrs 1409 North
Warnert Agnes Miss 507 N Pearl
West Anna Mrs 1325 Virginia
Wetherel Elizabeth 624 Joplin

NURSERIES

Salvation Army Day Nursery 309 Pearl av

OFFICE EQUIPMENT

BURROUGHS ADDING MACHINE CO 420 Joplin
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OIL

Guessenhainer Wm 709 Virginia
JOPLIN OIL CO INC 10th cor Empire
Marathon Oil Co 116 Miners Bank bldg
Sheets J M 709 Virginia
STANDARD OIL CO 1075 Missouri
TEXAS COMPANY THE 5th se cor Cox
Wilhoit E M Oil Co 1109 Missouri
Wyman Oil Fields Corp 426 Frisco bldg

OIL LEASES

Hercules Royalty Co 407 Bartlett bldg
Weidman Hayes M 419 Frisco bldg

OIL REFINERIES

WILHOIT REFINING CO Range Line and Turkey Creek

OIL WELL DRILLS

KEYSTONE DRILLER CO 12th cor Illinois av

OPTICIANS

Allen W Z 2311 Empire
Ames Cecil E 702 Main
Bateman Boyce C 416 W 9th
Dale Martha E Mrs 1005 W 10th
DeCardonville A V 821 Main
Hakan Herbert 211 Frisco bldg
Huddleston G H 207 Bartlett bldg
Jones Oliver G 507½ Main
Luman U G 1807 Main
Ward Optical Co 530½ Main

ORCHESTRAS

Seibert Orchestra 515 Main

ORE BUYERS

AMERICAN METAL CO THE LTD 313-318 Frisco bldg
American Zinc Lead & Smelting Co 215 Joplin
Eagle Picher Lead Co (ore buying dept) 111 W 10th
EDGAR ZINC CO 408 Frisco bldg
Hegeler Zinc C The 106-08 Miners Bank bldg
Illinois Zinc Co 915 Virginia
Joplin Separating Co 217 Miners bldg
McFALL GLENN W 206 Independent bldg
Matthiessen & Hegeler Zinc Co of Missouri 831 Virginia
NORRIS E A & CO 928 Joplin
Quinton Spelter Co 1 Cunningham bldg
ST LOUIS SMELTING & REFINING CO suite 408 Frisco bldg

ORIFICIALIST

SCHREINER J S 713-714 Frisco bldg

ORIENTAL GOODS

Oriental Shop The 620½ Main

OSTEOPATHIC PHYSICIANS

Boswell J L 628 Main
Cox Martha S Mrs 709 Harlem
DICKEY & DICKEY 501 Frisco bldg
Dye Mildred 123 Miners Bank bldg
Ferguson E G 314 Miners Bank bldg
KIBLINGER S B 306-08 Bartlett bldg
Raymond Margaret 605-06 Frisco bldg
Raymond Mildred 605-06 Frisco bldg
Spangler Clyde B 401-02 Frisco bldg
Strickland Ottille M Mrs 702 Main
Zinn F E 401-02 Frisco bldg

OVERALL MANUFACTURERS

Joplin Overall Mfg Co 421 W 3d

OVERSIZED PISTON RINGS AND PINS

MOOMAW ELVIN B 809 Main

PAINTERS

PAINTS, OILS AND GLASS

ANDERSON DRUG CO 702 Main
JACKSON DRUG CO 416 and 610 Main
Morgan Paint & Glass Co 819 Main
SANDFORD BROS MERCANTILE CO 1301 Main
WHEELER & LEFFEN DRUG CO 510 Main

PAPER—WHOLESALE

Osborn Paper Co 1001 Moffet av

PATENT ATTORNEY

EARNSHAW G W 712 Frisco bldg

PAWN BROKERS

Carmon Luada A 117 Main
Radunsky Joseph 916 Main
Yelvington James W 211 Main

PHONOGRAPHS

McMILLAN MUSIC CO (THE) 715 Main

PHOTO SUPPLIES

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JACKSON DRUG CO 416 and 610 Main
King John W 623 Main

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Fleming Jeanette Mrs 113½ W 4th
Head Lee S 502½ Main
McGuire D B Mrs 314 Main
Rembrandt Studio 802½ Main
Wingo Studio 521 Main
Wright J Louis 617 Broadway

PHYSICIANS

Aiken S Walker 314 N Pearl
Amos Robt W 424½ Main
Bailey Wm L 628 Main
Balsley Clyde M 2009 Grand av
Barber Arch L 2127 Jackson av
Barker J W 502½ Main
Barson John W 202 Sergeant
Bateman Martin B 1608 Pearl av
Bennett C E 832½ Main
BROOKSHIRE WM H 801-802 Frisco bldg
Bruton Jesse 2509 Penn av
Carpenter A L 614½ Main
Chapman Thomas E 230 Frisco bldg
Chenoweth J Albert 201 Frisco bldg
Chenoweth Lincoln C 201 Frisco bldg
CLARK A BENSON 16-17 Aldrich bldg
Clement W R 516½ Main
Cline Wm B 412 E 4th
Coombs Miller O 230 Frisco bldg
Craig W E 215 Frisco bldg

9–127

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

258

[D1–578]

FOURTEENTH CENSUS OF THE UNITED STATES: 1920—POPULATION

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena Township [Insert proper name and, also, name of class, as township, town, precinct, district, hundred, beat, etc. See instructions.]
NAME OF INSTITUTION X [Insert name of institution, if any, and indicate the line on which the entries are made. See instructions.]

SUPERVISOR'S DISTRICT NO. 13
ENUMERATION DISTRICT NO. 50
SHEET NO. 7. A

NAME OF INCORPORATED PLACE Joplin City [Insert proper name and, also, name of class, as city, village, town, or borough. See instructions.]
WARD OF CITY 9th Voting Precinct
ENUMERATED BY ME ON THE 12th DAY OF January 1920. Edwin J Longenecker ENUMERATOR.

PLACE OF ABODE.				NAME of each person whose place of abode on January 1, 1920, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on January 1, 1920. Omit children born since January 1, 1920.	RELATION.	HOME OWNED or RENTED	If owned, free or mortgaged	PERSONAL DESCRIPTION.				CITIZENSHIP.			EDUCATION.			NATIVITY AND MOTHER TONGUE. Place of birth of each person and parents of each person enumerated. If born in the United States, give the state or territory. If of foreign birth, give the place of birth and, in addition, the mother tongue. (See instructions.)						Whether able to speak English	OCCUPATION.			
																		PERSON.		FATHER.		MOTHER.							
Street, avenue, road, etc.	House number or farm, etc. (See instructions.)	Number of dwelling house in order of visitation.	Number of family in order of visitation.		Relationship of this person to the head of the family.			Sex.	Color or race.	Age at last birthday.	Single, married, widowed, or divorced.	Year of immigration to the United States.	Naturalized or alien.	If naturalized, year of naturalization.	Attended school any time since Sept. 1, 1919.	Whether able to read.	Whether able to write.	Place of birth.	Mother tongue.	Place of birth.	Mother tongue.	Place of birth.	Mother tongue.		Trade, profession, or particular kind of work done, as spinner, salesman, laborer, etc.	Industry, business, or establishment in which at work, as cotton mill, dry goods store, farm, etc.	Employer, salary or wage worker, or working on own account.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
North Longfellow Ave	303	158	163	Wilkerson Lon D.	Head	O		M	W	41	M					yes	yes	Missouri		Missouri		Missouri		yes	Owner	Billiard Hall	Emp.	1902
				— Winnie	wife			F	W	37	M					yes	yes	Missouri		France	French	Missouri		yes	None			2
				— Betty J	Daughter			F	W	1 3/12	S							Missouri		Missouri		Missouri			None			3
			165	Wolf Ray	Head	R		M	W	29	M	1908	Na	1920		yes	yes	England	English	England	English	England	English	yes	Hatter	Cleaning & W		3970 4442
				— Hilda M	wife			F	W	23	M	1905	Na	1907		yes	yes	Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish	yes	None			5
				— Charles D.	son			M	W	2 2/12	S							Missouri		England	English	Russia Poland	Jewish		None			6
				— Howard B.	son			M	W	7/12	S							Missouri		Eng Land	English	Russia Poland	Jewish		None			7
				Miller Fannie	Mother in Law			F	W	47	Wd	1905	Na	1907		yes	yes	Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish	yes	None			8
				— Benjamin	Brother in Law			M	W	10	S				yes			Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish		None			9
North Longfellow Ave	301	159	165	Marshall Howard	Head	O	F	M	W	39	M					yes	yes	Pennsylvania		Pennsylvania		Pennsylvania		yes	Trav. Salesman	Adv. Co.	W	10 1708
				— May M.	wife			F	W	30	M					yes	yes	Florida		Texas		Maine		yes	None			11
				— Helen M.	Daughter			F	W	8	S				yes			Missouri		Pennsylvania		Florida			None			12
				Martin Claude W.	Father in Law			M	W	69	Wd					yes	yes	Texas		United States		United States		yes	Manager	Lumber Co	Emp.	13 776
				— Nellie A	Mother in Law			F	W	51	M					yes	yes	Maine		Maine		Maine		yes	None			14
			166	James Edward J.	Head	R		M	W	45	M					yes	yes	Texas		Tennessee		Tennessee		yes	Operator	Lead Mine	Emp. O.A.	15 078
				— Flory M.	wife			F	W	41	M					yes	yes	Texas		Tennessee		Texas		yes	None			16
				— Beatrice A	Daughter			F	W	18	S				yes	yes	yes	Oklahoma		Texas		Texas		yes	None			17
West 8th St.	309	160	167	Reed William J.	Head	R		M	W	49	M					yes	yes	Iowa		Indiana		Indiana		yes	Laborer	Lead mine	W	18 088
				— Lena E.	wife			F	W	46	M					yes	yes	Missouri		Kentucky		Illinois		yes	None			19
				— Mary M	Daughter			F	W	20	S				no	yes	yes	Missouri		Iowa		Missouri		yes	None			20
				Cooper Mary J.	Mother in Law			F	W	79	Wd					yes	yes	Illinois		Kentucky		Kentucky		yes	None			21
				— Estel E.	Niece			F	W	20	S				no	yes	yes	Missouri		Illinois		Indiana		yes	Book Keeper	Poultry Farm	O & W	22 988
W. 3rd St.	328	161	168	Allen Ellen M.	Head	R		F	W	54	Wd					yes	yes	United States		United States		United States		yes	Nurse	Priv. Family	W	23 936
			169	Keeler Thomas A	Head	R		M	W	28	M					yes	yes	Kansas		Missouri		Missouri		yes	Shipping Clerk	Rubber Co	W	24 990
				— Vivian A.	wife			F	W	25	M					yes	yes	Ar Kansas		Missouri		Indiana		yes	None			25
				— James E.	Son			M	W	6	S				no			Missouri		Kansas		Ar Kansas			None			26
N. Moffet	117	162	170	Weiks Frank E.	Head	O	M	M	W	40	M					yes	yes	Illinois		New York		Iowa		yes	Operator	Lead mine	Emp.	27 078
				— Herman L.	wife			F	W	30	M					yes	yes	Iowa		Iowa		Iowa		yes	None			28
				— Harvey E.	Son			M	W	7	S				yes			Missouri		Illinois		Iowa			None			29
				— Frank J Jr.	Son			M	W	10/12	S							Missouri		Illinois		Iowa			None			30
				Frederick Ellen	Nurse			F	W	55	M					yes	yes	United States		United States		United States		yes	Nurse	Priv. Family	W	31 936
North Longfellow Ave	223	162	171	Hosmer Allen E.	Head	O	F	M	W	29	M					yes	yes	Missouri		United States		United States		yes	Manager	Coal Co	Emp.	32 751
				— Christine G.	wife			F	W	25	M					yes	yes	Kansas		West Virginia		Illinois		yes	None			33
				— Allen G.	Son			M	W	3 7/12	S							Kansas		Missouri		Kansas			None			34
	221	164	172	Rothschild Benjamin	Head	O	M	M	W	47	M					yes	yes	New York		Russia Poland	Hebrew	Russia Poland	Hebrew	yes	Merchant	Scrap Iron	Emp.	35 773
				— Estel	wife			F	W	42	M	1890	Na	1900		yes	yes	England	Hebrew	England	N. Brew	England	Hebrew	yes	None			36
	219	165	173	Nulz James F.	Head	O	F	M	W	21	M					yes	yes	Kansas		United States Missouri		United States Pennsylvania		yes	Carpenter	Repair Shop	O.A.	37 148
				— Pauline R.	wife			F	W	20	M				no	yes	yes	Missouri		Missouri		Missouri		yes	None			38
	215	166	174	Nulz Theodore W.	Head	O	F	M	W	69	M					yes	yes	Missouri		Pennsylvania		Kentucky		yes	None			39
				— Alice M.	wife			F	W	60	M					yes	yes	Pennsylvania		Pennsylvania		Pennsylvania		yes	None			40
				— Ralph T.	Son			M	W	25	S					yes	yes	Kansas		Missouri		Pennsylvania		yes	Mechanic	Auto Sales Co	W	41 378
				— Matilda A	Daughter			F	W	28	S					yes	yes	Kansas		Missouri		Pennsylvania		yes	Book Keeper	Auto Sales Co	W	42 988
				— Marston	Son			M	W	14	S				yes	yes	yes	Missouri		Missouri		Pennsylvania		yes	None			43
West A St.	618	167	175	McGaughey Hugh D.	Head	R		M	W	38	M					yes	yes	Kansas		Pennsylvania		Illinois		yes	Physician	Gen Prac.	Oa	44 858
				— Sadie E.	wife			F	W	37	M					yes	yes	Kansas		Canada English		Ohio		yes	None			45
				— Francis J.	Son			M	W	10	S				yes			Kansas		Kansas		Kansas			None			46
				— Druva A.	Daughter			F	W	6	S				yes			Kansas		Kansas		Kansas			None			47
	611	168	176	Henry Clarence A.	Head	R		M	W	30	M					yes	yes	Missouri		Kentucky		Missouri		yes	Agent	Express Co.	W	48 660
				— Irene	wife			F	W	23	M					yes	yes	United States		Ohio		Ohio		yes	None			49
				— James A	Son			M	W	5	S							Kansas		Missouri		Kansas			None			50

16—9166

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MINE AND MILL EQUIPMENT
Third and Joplin Phone 424

Fracalossi George C r 119 W 21st
Frahan Wm night watchman Brand-Dunwoody Milling Co r Duquesne
Frakes James W (Josie) farmer r 1919 E 7th
Fram Robt S (Bess) trav sales r 222 N Byers av
Francis Belle wid Willis r 1414 Hill
Francis Frank L emp Joplin Supply Co r Duenweg
Francis Wm J lab r 1201 Illinois av
Frank Hiram (Flora) popcorn r 817 Penn av
FRANK JOHN P pres and treas The Frank-Sievers Undertaking Co r 206 N Wall
FRANK-SIEVERS UNDERTAKING CO (THE) J P Frank pres-treas J J Gees sec 4th nw cor Wall tels 167 and 1588 (see left top lines and page 40)
Franklin Alex r 912 Furnace
Franklin Etta emp L S Boucher Cigar Co r 519 N Mineral av
Franklin L A v-pres Joplin Grocer Co r Los Angeles Calif
Franklin Motor Car Co A L Caulkins mgr 110 Joplin av
Franklin Orville M (Helen) solcr Joplin Steam Laundry Co r 1906 Virginia av
Franklin Otis B (Myrta) treas Joplin Grocer Co r 15 Robertson Apts
Franklin Richard W (Vera) press r 2630 E 5th
Franklin School J E McNally prin 1310 Wall
Franklin Willie tchr Columbia School
Frankovich George N carp r 1117 Sergeant av
Frankovich John H r 1117 Sergeant av
Franks Clint N r 1506½ Main
Franks Helen Miss r 605 N Pearl av
Franks Thos J (May) (Franks & Danglade) pres St Louis-Joplin Lead and Zinc Co r 605 N Pearl av
Franks & Danglade (T J Franks F H Danglade) mining 14 Cunningham bldg
Frantz Louis emp James-Redell Ice Co r 824 Moffet av
FRATERNAL AID UNION E B and Mrs E B Archer dist mgrs tel 1451 303 Frisco bldg
Fraternal Aid Union No 1026 Mrs Lizzie Isbell sec 303 Frisco bldg
Fraternal Order of Eagles 1405½ Main
Fraud John (Katherine) r 711 W 1st
Frazier Bessie J Miss r 811 Monroe av
Frazier Walter tmstr Fifty-Fifty Coal Co r 1006 Connor av
Freas John A (Helen) r 817 Empire av
Frederick Cora wid Thomas r 1214 Iowa av
Frederick Ella Mrs nurse r 117 N Moffet av
Frederick Philip (Allie) r 712 Hill
Free Mary J wid Absolom P r 808 Sergeant av
FREE PUBLIC LIBRARY Frances H Swanwick librarian Wall nw cor 9th
Freedle David (Pearl) emp J H Maddy & Son r 307 Byers av
Freeland Ray S (Elizabeth) clk P O r 809 Jackson av
Freeman Alma L wid Orley A r 2102 Byers av
Freeman Amos H mine opr r 1716 Pearl av
Freeman Benj E (Autie) printer r 1127 Jackson av

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Freeman Catherine Miss student r 2008 Sergeant av
Freeman C V Mrs housekpr r 621 W 4th
Freeman Delpha student r 740 Range Line rd
Freeman Edward D (Ona) r 532 Joplin av
Freeman Fletcher O (Anna) mine opr r 1616 Wall
Freeman Harvey r 740 Range Line rd
Freeman Hilton M student r 1127 Jackson av
Freeman Howard r 740 Range Line
Freeman James A lab Peara Products Co r B and Moffet
Freeman James A (Grace F) sales C M Ritchey r 301 N Moffet av
Freeman James C (Mabel) cook r 1928 Ohio av
Freeman John F (Jennie) emp Oxide Plant r 740 Range Line rd
Freeman John W (Florence) (Freeman Realty Co r 2008 Sergeant av
Freeman Laura Miss r 124½ Main
Freeman Orville V emp Oxide Plant r 740 Range Line rd
Freeman Paul W (Gertrude) (Freeman Realty Co) r 2020 Sergeant
Freeman Realty Co (J W and P W Freeman) 107 W 14th
Freeman Sallie wid Amos r 503 Penn av
Freeman Sarah wid H J r 215 E 3d
Frell Anna Miss r 1047 Penn av
French Joseph mech Nutz Bros r 1041 Joplin av
French Virgia A wid T L bread racker Junge Baking Co r 910 W 19th
French Willis emp Christman's r 2635 E 3d
Fresh James E r 824 Spring
Fresh Jesse C sales Machinery & Supply Corp r 824 Spring
Freshner Frank (Anna) miner r 1203 Penn av
Freshner Kimball lab r 1203 Penn av
Fretwell Walter J (Minnie) brick lyr r E 8th and Ozark
Frevert Frederick E music tchr r 602 N Joplin av
Freyschlag Edward E with R W Freyschlag r 320 Moffet av
Freyschlag Ralph W (Kathleen) mgr Sherman & Ellis r 320 Moffet av
Frick Ellen wid Jacob r 1722 Sergeant av
Friedheim Sidney A (Letetia) trav sales r 2430 Penn av
Friedheim Volmer H clk New System Grocery r 2430 Penn av
Friend Arthur C (Pearl) miner r 1922 Wall
Friend David N (Alice M) fieldman Playter Bros r 632 Picher av
Friend Della Mrs r 423 N Jackson av
Friend Ella R Miss student r 423 N Jackson av
Friend Fred (Emma) carp r 1002 Taylor av
Friend James (Frances) shoe repr 1437 Perkins
Friend Jeff (Lulu) restaurant 1422 Perkins r same
Friend John (Mary) hoisterman r 2124 W 5th
Friend Ruth Miss roller L S Boucher Cigar Co r 2612 Virginia av
Friend Robert C dep int rev coll r 126 S Pearl av
Friend Tempa J wid James r 2819 Joplin av
Frink Dwight W (Edith) emp Eagle Picher Lead Co r 211 Winfield
Frisbie Anna E r 1301 Illinois av
Frisbie Otis (Nellie) lab r 1301 Illinois av
Frisby Magdaline Miss emp Mrs Joe Trice r 311 Penn av
Frisco Building Main se cor 6th

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Form 15-6

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

FIFTEENTH CENSUS OF THE UNITED STATES: 1930

POPULATION SCHEDULE

State Missouri — County Jasper — Township or other division of county Galena Twp — Incorporated place Joplin City — Ward of city 9th Precinct — Block No. — Unincorporated place — Institution — Enumeration District No. 49-11 — Supervisor's District No. 13th Mo — Sheet No. 17-A

Enumerated by me on April 14 & 15, 1930. Mrs. Mayme Miller, Enumerator.

Place of abode: Dwelling-house number (in order of visitation)	Place of abode: Number of family (in order of visitation)	Name of each person whose place of abode on April 1, 1930, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 1, 1930. Omit children born since April 1, 1930	Relation: Relationship of this person to the head of the family	Home data: Home owned or rented	Home data: Value of home (if owned) or monthly rental (if rented)	Home data: Radio set	Personal description: Sex	Personal description: Color or race	Personal description: Age at last birthday	Personal description: Married, widowed, divorced, or never married	Education: Attended school or college any time since Sept. 1, 1929	Education: Whether able to read and write	Place of birth: Person	Place of birth: Father	Place of birth: Mother	Mother tongue (or native language) of foreign born	Citizenship: Year of immigration to the United States	Citizenship: Naturalization	Citizenship: Whether able to speak English	Occupation and industry: Trade, profession, or particular kind of work, as cotton spinner, salesman, fireman, preacher, teacher, etc.	Occupation and industry: Industry or business, as cotton mill, grain elevator, shipyard, public school, etc.	Occupation and industry: Code	Occupation and industry: Class of worker	Employment: Whether actually at work yesterday (or last regular working day)	Employment: If not, time number on Census Enumeration Schedule	Veterans: Whether a veteran of U. S. military or naval forces	Veterans: What war or expedition	Veterans: Number of farm schedule	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
1	110	366	397	Bryant Ivie M.	Head H	O	4000		No	F	Wr	62	Wd	25	No	Yes	Ohio	Ohio	Ohio			59	Yes	Bond Sales Lady	Empire Electric Co	8483	Wr	Yes					1
2	110	366	398	Sullivan Verta	Head H	R	24		No	F	Wr	31	M	20	No	Yes	Missouri	Missouri	Tennessee			66	Yes	Seamstress	Ready to Wear	7710	Wr	Yes					2
3				— Mary L.	Daughter					F	Wr	9	S		Yes	Yes	Missouri	Missouri	Missouri			66	Yes										3
4	114	367	399	Blake Ross	Head	R	36	R	No	M	Wr	27	M	29	No	Yes	Missouri	Ohio	Ohio			66	Yes	Superintendent	Mines	7376	Wr	Yes		Yes	SP		4
5				— Elmer	wife H					F	Wr	26	M	18	No	Yes	Missouri	Missouri	Missouri			66	Yes	None									5
6				Nora Pearl Virginia	Daughter					F	Wr	20	M	20	No	Yes	Missouri	Missouri	Missouri			66	Yes	Bookkeeper	Packing Motor Co	1890	Wr	Yes					6
7	112	368	400	Winter George	Head	O	8000	R	No	M	Wr	45	M	27	No	Yes	Ohio	Ohio	Connecticut			59	Yes	Teacher	Of Voice	2700	O	Yes		No			7
8				— Maye H.	wife H					F	Wr	50	M	30	No	Yes	New Jersey	Massachusetts	New York			57	Yes	Teacher	Of Music	2700	O	Yes		No			8
9				— Catherine	Daughter					F	Wr	16	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										9
10				— Iris	Daughter					F	Wr	13	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										10
11				— Elizabeth	Daughter					F	Wr	10	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										11
12	317	369	401	Orcus Wilbur D.	Head	O	10000	R	No	M	Wr	49	M	25	No	Yes	Tennessee	Virginia	Tennessee			81	Yes	Lawyer		5799	O	Yes		No			12
13				— Myrtle	wife H					F	Wr	54	M	18	No	Yes	Illinois	Illinois	Mountcalm			61	Yes	Nurse									13
14				— Wilbur S.	Son					M	Wr	30	S	19	No	Yes	Missouri	Tennessee	Illinois			66	Yes	Operator	Mines	7376	W	Yes		No			14
15				— Wilbur S. Jr	Grandson					M	Wr	10	S		Yes	Yes	Missouri	Missouri	Missouri			66	Yes										15
16	218	370	402	Hank Francis H.	Head H	O	15000		No	F	Wr	42	Wd	20	No	Yes	Missouri	Missouri	Illinois			66	Yes	None									16
17				— Emily	Daughter					F	Wr	16	S		Yes	Yes	Missouri	Ohio	Missouri			66	Yes										17
18				— Edna	Daughter					F	Wr	13	S		Yes	Yes	Missouri	Ohio	Missouri			66	Yes										18
19	117	371	403	Meeks Frank E	Head	O	15000	R	No	M	Wr	50	M	30	No	Yes	Illinois	New York	New Jersey			61	Yes	Proprietor	Mining	7276	E	Yes		No			19
20				— Herman L.	wife H					F	Wr	40	M	20	No	Yes	Iowa	Iowa	New York			65	Yes	None									20
21				— Harvey C	Son					M	Wr	17	S		Yes	Yes	Missouri	Illinois	Iowa			66	Yes										21
22				Jeanette Ruth	Boarder					F	Wr	25	S		No	Yes	Missouri	Germany	Germany			66	13	O	Yes	Maid	Private Family	9596	Wr	Yes					22
23	114	372	404	Sadow Carl	Head	R	50	R	No	M	Wr	41	M	30	No	Yes	Russia	Russia	Russia			35	19	V	1911	Mgr	Store	2269	O	Yes		No			23
24				— Frida	wife H					F	Wr	31	M	24	No	Yes	Poland	Poland	Poland	Jewish		35	19	V	1921	No	None								24
25				— Dorothy	Daughter					F	Wr	6	S		Yes		Illinois	Russia	Poland			41	19	O										25
26				— Pearl	Daughter					F	Wr	5	S		No		Illinois	Russia	Poland			41	19	O										26
27	317	373	405	Smith Joseph M.	Head	R	35	R	No	M	Wr	34	M	21	No	Yes	Nebraska	United States	United States			69			Yes	Asst Manager	Department Store	8398	Wr	Yes		No			27
28				— Eunice K.	wife H					F	Wr	34	M	21	No	Yes	Nebraska	United States	United States			69			Yes	None									28
29	317	374	406	Rodgers Edith G.	Sister In	R	30		No	F	Wr	24	M	21	No	Yes	Texas	United States	Indiana			89			Yes	Book Keeper	Economy Store	6790	Wr	Yes					29
30				— Edwards Richard	Lodger				No	M	Wr	29	S		No	Yes	Arkansas	Arkansas	North Carolina			84			Yes	Salesman	Auto Sales	4589	Wr	Yes		No			30
31	207	376	408	Gregerson Agnes	Child H	O	3600		No	F	Wr	44	Wd	18	No	Yes	Kansas	Sweden	Missouri			70	06	I	Yes	Furniture	Repairing Cleaning	7798	Wr	Yes					31
32				Colvin Sylvia K.	Lodger					F	Wr	23	M	1	No	Yes	Missouri	United States	United States			66			Yes	Nurse	Private Family	9596	Wr	Yes					32
33		376		Beavers Eliza O.	Lodger					F	Wr	23	S		No	Yes	Arkansas	Alabama	Tennessee			84			Yes	Waitress	Coffee Shop	6194	Wr	Yes					33
34				Flaumoger Edward S	Lodger					M	Wr	37	S		No	Yes	Missouri	Denmark	Illinois			66	07	I	Yes	Salesman	Publishing Co	4548	Wr	Yes		Yes	WW I		34
35				Harrison Frank K	Lodger					M	Wr	52	D	29	No	Yes	Indiana	Virginia	Virginia			60			Yes	Realestate		6296	Wr	Yes		No			35
36	313			La Gourette Cornelia	Lodger					F	Wr	75	Wd		No	Yes	Newyork	Newyork	Newyork			56			Yes	None									36
37		317	407	McConnell C. N.	Head	R	32.50	R	No	M	W	41	M	21	No	Yes	Iowa	Iowa	Ohio			65			Yes	Janitor								37
38				— Bertie	Wife H					F	W	38	M	21	No	Yes	Kansas	Kansas	Oklahoma			70			Yes	Operator	Beauty Shop	7899	O	Yes		No			38
39				Thomas Helen	Lodger					F	W	16	S		No	Yes	Kansas	Kansas	Oklahoma			70			Yes	Operator	Beauty Shop	7896	W	Yes					39
40	320			Rogan Catherine C.	Head	R	175	R	No	F	W	45	Wd		No	Yes	Newyork	Vermont	Newyork			36			Yes	Nurse	Hospital	6192	Wr						40
41				Eppinga Mary K.	Servant					F	W	36	S		No	Yes	Pennsylvania	Pennsylvania	U.S.			52			Yes	Servant	Private Family	8546	W						41
42																																	42
43																																	43
44																																	44
45																																	45
46																																	46
47																																	47
48																																	48
49																																	49
50																																	50

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED: [Use one abbreviation for State or country of birth or for mother tongue (Columns 18, 19, 20, and 21).]

Col. 6—Indicate by the letter O or R whether the home is owned or rented by the head of the family in which this person is living on April 1, 1930.

Col. 7—Owned ..... H
Rented ..... R

Col. 8—Radio set ..... R
Make no entry for radio sets being sold from stock.

Col. 9—Indicate by the letter M or F whether male or female.

Col. 10—Male ..... M
Female ..... F

Col. 12—White ..... W
Negro ..... Ne
Mexican ..... Mex
Indian ..... In
Chinese ..... Ch
Japanese ..... Jp
Filipino ..... Fil
Hindu ..... Hin
Korean ..... Kor
Other races, spell out in full

Col. 14—Single ..... S
Married ..... M
Widowed ..... Wd
Divorced ..... D

Col. 23—Naturalized ..... Na
Foreign-born ..... Fo
Alien ..... Al

Col. 27—Employer ..... E
Wage or salary worker ..... W
Working on own account ..... O
Unpaid worker, member of the family ..... UW

Col. 31—World War ..... WW
Spanish-American War ..... Sp
Civil War ..... Cw
Philippine Insurrection ..... Phil
Boxer Rebellion ..... Box
Mexican Expedition ..... Mex

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS:

Cols. 6, 12, 13, 14, 15, 16, 17, 20, and 25—For all persons.
Cols. 7, 8, 9, and 18—For heads of families only. (Col. 7 requires no entry for a farm.)
Col. 10—For married persons only.
Col. 17—For all persons 10 years of age and over.
Cols. 21, 22, and 23—For all foreign-born persons.
Col. 24—For all persons 10 years of age and over.
Cols. 26, 27, and 28—For all persons for whom no occupation is reported in Col. 25.
Col. 30—For all males 21 years of age and over.


11
WEST A ST.
N. MOFFET AV.
N. BYERS AV.
N. PEARL AV.
N. WALL AV.
WILSON & HUTTON'S 2ND ADD'N
WILSON ADD'N
HUTTON'S 1ST ADD'N
CHRISTMANS ADD'N
MURPHYSBURG TOWN CO'S
W. 1ST ST.
PARK PLACE ALLOTMENT
MERIDIAN
MURPHYSBURG
HERRMAN LUMBER & CEMENT
W. 2ND ST.
S. MOFFET AV.
S. BYERS AV.
S. PEARL AV.
S. WALL AV.
W. 3RD ST.
Scale of Feet.
19
20

Mrs. Frederic Wilber

The body of Mrs. Fannie Wilber, 98, widow of Frederic Wilber, who died last Saturday in St. Louis, was placed in Oak Crest Abbey Park cemetery, this afternoon following a brief service at the Mausoleum conducted by the Rev. E. A. Neimeyer, pastor of the First Methodist church.

Funeral services for Mrs. Wilber were Tuesday at the Alexander & Sons Town Chapel, St. Louis.

Mrs. Wilber was born Nov. 4, 1867, in Iowa and when she was six years old her father, Howard Lee, went to Kansas. Later Mr. Lee came to Carthage and made his home here until his death about 40 years ago.

Mr. and Mrs. Wilber were residents of Joplin a number of years prior to going to St. Louis 50 years ago. Mr. Wilber died in 1934 in St. Louis.

Mrs. Wilber was one of the few person who during her life time traveled both by covered wagon and by jet plane. The Lee family made the trip from Iowa to Kansas by covered wagons and about six years ago Mrs. Wilber made a trip by jet to California.

She is survived by a daughter, Mrs. John M. Bowlin, St. Louis. Mr. and Mrs. Bowlin and their close friends, Mr. and Mrs. Richard J. Boatman, Indianapolis, Ind., came here for the committal services.

Bodies of Mr. Lee, Frederic Wilber and his parents, Mr. and Mrs. Henry Wilber were placed in Oak Crest Abbey following the death of each.

NewspaperArchive by Storied

Carthage Evening Press, April 20, 1966 Pg. 8, Carthage, Missouri, US
https://newspaperarchive.com/carthage-evening-press-apr-20-1966-p-8/

MISSOURI DIVISION OF HEALTH – STANDARD CERTIFICATE OF DEATH

DEPARTMENT OF PUBLIC HEALTH AND WELFARE

66 0018134 STATE FILE NUMBER

Registration District No. 318 Primary Registration District No. 1003 Registrar's No. 3999

FILED APR 28 1966

DO NOT WRITE ON THIS STUB — AMENDED

VS 300 Rev. 4/59

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86

USE BLACK INK OR TYPEWRITER RIBBON

AMENDMENTS ON THIS RECORD ARE AS FOLLOWS — DATE AMENDED 2 — ITEM NO. — SHOULD READ — INSTEAD OF — BY AFFIDAVIT OF — DOCUMENT

1. PLACE OF DEATH
a. COUNTY
b. CITY (If outside corporate limits, give TOWNSHIP only) OR TOWN ST LOUIS
Length of stay in 1b: 34 YEARS
c. FULL NAME OF (If NOT in hospital, give location) HOSPITAL OR INSTITUTION PARKSIDE MANOR
Inside Limits: Yes ☑ No ☐

2. USUAL RESIDENCE (Where deceased lived. If institution: Residence before admission)
a. STATE MISSOURI b. COUNTY
c. CITY OR TOWN ST. LOUIS
Inside Limits: Yes ☑ No ☐
d. STREET ADDRESS (If outside, give location) 6233 WESTMINSTER
Reside on Farm: Yes ☐ No ☑

3. NAME OF DECEASED (Type or print): First FANNIE Middle L Last WILBER
4. DATE OF DEATH: Month APRIL Day 16 Year 1966
5. SEX: FEMALE
6. COLOR OR RACE: WHITE
7. Married ☐ Never Married ☐ Widowed ☑ Divorced ☐
8. DATE OF BIRTH: 11/4/1867
9. AGE (last birthday): 98
IF UNDER 1 YEAR: Months Days
IF UNDER 24 HR: Hours Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): HOUSEWIFE
10b. KIND OF BUSINESS OR INDUSTRY
11. BIRTHPLACE (City and state or country): IOWA
12. CITIZEN OF WHAT COUNTRY: U.S.A
13a. FATHER'S NAME: HOWARD LEE
13b. MOTHER'S MAIDEN NAME: MARTHA JEFFERS
14. NAME OF HUSBAND OR WIFE: F.A. WILBER
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) NO (If yes, give war or dates of service)
16. SOCIAL SECURITY NO.
17. INFORMANT: JANE BOWLIN Address: 6233 WESTMINSTER

MEDICAL CERTIFICATION

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY:
IMMEDIATE CAUSE (a): Uremia - Cardio vascular renal sclerosis — INTERVAL BETWEEN ONSET AND DEATH: time 2/25/66
DUE TO (b): Fracture hip-(R) 2-25-66
Conditions, if any, which gave rise to above cause (a), stating the underlying cause last.
DUE TO (c): Pt was 98 yrs old.

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not related to the terminal disease condition given in PART I (a): 904.02

PART III. If deceased was female was there a pregnancy in last 90 days. ☐ Yes ☑ No ☐ Unknown

Ok Alex D. Taylor 4-19-66 Coroner

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☑
20a. ACCIDENT ☑ SUICIDE ☐ HOMICIDE ☐
20b. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in PART I or PART II of item 18.): Fell at home
20c. TIME OF INJURY Hour a.m. p.m. Month, Day, Year: 2-25-66
20d. INJURY OCCURRED WHILE AT WORK ☐ NOT WHILE AT WORK ☐
20e. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.): Home
20f. CITY, TOWN, OR LOCATION COUNTY STATE

21. I attended the deceased from 1947 to time of death and last saw her/him alive on 4/12/66
Death occurred at 11:15 PM Parkside Manor Nursing Home on the date stated above, and to the best of my knowledge, from the causes stated.

22a. SIGNATURE (Degree or title): Charles N. Dedeen MD
22b. ADDRESS: Queeny Tower Barnes Hospital
22c. DATE SIGNED: 4/18/66

23a. BURIAL, CREMATION, REMOVAL (Specify): REMOVAL
23b. DATE: 4/20/1966
23c. NAME OF CEMETERY OR CREMATORY: PARK MAUSOLEUM
23d. LOCATION (City, town, or county) (State): CARTHAGE MISSOURI

24. FUNERAL DIRECTOR: STOCK MART ADDRESS: 9825 HALLSFERRY
25. DATE RECD. BY LOCAL REG.: APR 28 1966
26. REGISTRAR'S SIGNATURE: Neal Smith M.D.

(Licensed Embalmer's Statement on Reverse Side)

Name:	Frederick A. Wilber
Birth Date:	1 March 1870
Birth Place:	Windham, Rockingham County, New Hampshire, United States of America
Death Date:	22 March 1934
Death Place:	Saint Louis, St. Louis County, Missouri, United States of America
Cemetery:	Park Cemetery
Burial or Cremation Place:	Carthage, Jasper County, Missouri, United States of America
Has Bio?:	Y
Father:	Henry Wilber
Mother:	Althea Rosea Wilber
Spouse:	Fannie L. Wilber
Children:	Martha Bowlin
URL:	https://www.findagrave.com/mem...

Source Information
Ancestry.com. *U.S., Find A Grave Index, 1600s-Current* [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012.

Original data: *Find A Grave*. Find A Grave. http://www.findagrave.com/cgi-bin/fg.cgi.

Name:	Frederic A. Wilber
Gender:	Male
Death Age:	64
Birth Date:	about 1870
Residence Place:	St. Louis
Death Date:	About 1934
Death Place:	6644 Washington avenue
Burial Place:	Carthage, MO.
Obituary Date:	25 March 1934
Obituary Place:	St. Louis, Missouri, United States of America
Spouse:	Fannie Lee Wilber
Child:	Martha Lee Wilber
Siblings:	Burton Wilber

FRANK EDWARD WEEKS
Biography

Frank Edwards Weeks, born August 7, 1879, in Rockford, Illinois was the youngest child of a wealthy Chicago family. His father, Harvey Thomas Weeks (November 20,1842-January 9, 1920) was a veteran of the Civil War. He was involved in real estate, banking and politics.

Frank's mother was Joan Elizabeth Marcy Weeks (1843-1920. Together Harvey and Joan Weeks had four children: Gilbert Marcy Weeks (1871-1920), Martha Olive (Patti) Weeks (1876-1962), Harvey Thomas Weeks (1877-1914) and Frank.

During my extensive research on Ancestry.com and Newspaperarchives.com, especially the Joplin papers; I found no reference in the society pages of any of Frank's family visiting him in Joplin or he and his family visiting Chicago. Of further interest, all of his siblings were buried in the family plot at Graceland Cemetery in Chicago Illinois.

His parents retired to an exclusive residential hotel called Leven Oaks in Los Angeles, California. They both died within one year of each other in their 70's and were also buried in Graceland Cemetery, Chicago, Cook County, Chicago.

According to his obituary, Frank was educated at the Bette Military Academy in Stamford, Connecticut. A "Google Search" indicated that Civil Engineering was part of the school's curriculum.

Upon his return to Chicago in 1900, he lived with his family and worked with Armour & Co in the grain brokerage business and later worked for the Union Match Company in Duluth, Minnesota. In addition, he worked in various capacities in mining operations in Montana, Colorado and California.

In 1906, he returned to Chicago and made his way by motor car to Joplin, Missouri.

On October 16, 1909 he married Herma Leona Letts, daughter of Frank Crawford Letts and Minnie Smith. Herma was originally from Marshalltown, Iowa but after the death of her mother, Minnie, and her infant sister, Harry Spencer Letts, (See gravestone on Find a Grave source) from complications of child birth in 1892, her father moved Herma and her brother, Frederick to Chicago Illinois.

Frank Crawford Letts, Herma's father was widely known as a wholesale grocer, along with his brother, Noah Madison Letts. They were both connected with the Riddell and Letts Grocer Company of Marshalltown Iowa,

Five years after the death of his first wife, Minnie, Frank Crawford Letts married Ms. Cora Perkins in Washington D.C. on November 11, 1897. By then he was an affluent provider as he

was president of the National Wholesale Grocery Company in Chicago. Evidence of his affluence is the fact that in the 1900 Federal Census, the family employed four servants, a coachman, cook, maid and nurse for their three children. They also resided on 1104 Michigan Avenue, known as part of "Chicago's Magnificent Mile".

Herma was named after her mother, Herma Cintha Cowan. Her great grandfather Nehemiah Letts was a minute man with the New Jersey Militia during the American Revolution which awarded her the distinction of being a member of the DAR (Daughters of the American Revolution).

There was a difference of ten years in the ages of Frank Weeks and Herma. The first evidence of their residence in Joplin was in the 1910 Federal Census, where they were listed as living at 719 Sergeant and he was an assayer. The Cambridge English Dictionary defines an "assayer" as a person or company that tests a metal to find out how pure it is.

On August 12, 1912 a son, Harvey Crawford Weeks was born to Frank and Herma. By that time they were living at 110 North Byers and Frank was listed as a Mine Operator in the Joplin City Directory. The first evidence of the Weeks living at 117 North Moffet Avenue was documented in Frank's WWI draft registration, serial number 2173.

Mr. Weeks first mining venture was operation out of the old Sampson mine, west of Schifferdecker Park where he was associated with W. J. Briggle. He also operated the old Kitty mine at Thoms Station in Carl Junction, one of the heavy zinc producers in those days.

During his early career in Joplin, he became associated with S.H. Velei in operating a mine at Saginaw and later he and Mr. Velie operated the Imperial mine in Webb City.

The Velie Mines Corporation was founded after he and Mr. Velie went to the Picher, Oklahoma field shortly after it's opening in 1916 where they established mines by the names of Panther, Lion, Leopard, Wilson, Bluebird and Farmington.

On September 12, 1918, Frank registered for the WWII draft at the local draft board in Joplin. He listed his employment with Velie Mines Corporation as Secretary-Treasurer and Manager. Their office was 421 Frisco Building.

Another son, Frank Edward Weeks was born on February 25, 1919 with a heart condition which required a full-time nurse, Ella Frederick, who the 1920 Federal Census listed as married and 55 years old. The baby at the time of the census was ten months old.

December 17, 1920 Frank applied for a passport at Bexar County Texas for the purpose of leaving Laredo, Texas by railcar for mining exploration.

Frank Edward Weeks, Jr. died on January 20, 1923 at the age of three and was buried at Mount Hope Cemetery. His cause of death was influenza with cardiac insufficiency.

The Weeks family enjoyed a wealthy life style as evidenced by their documented trips to Havana Cuba in 1925 with their remaining son, Harvey Crawford Weeks. And, then in 1927 Frank and Herma took another trip by steamship to Hong Kong, China.

Velie Mines Corporation acquired the Harrisburg Mine in 1928. Innovation at the Leopard mine gained nationwide attention in the mining industry. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge.

Herma Weeks died at the age of 42 on May 24, 1931, following an accidental chemical poisoning (mercury). Although Mount Hope does not have her marker listed, her remains are buried between her husband Frank and her baby son (Section 4-201-1). **I have sent an email to Kelly who maintains a lot of Mount Hope's "Find a Grave" information with the newly found information.**

In the months leading up to her accidental poisoning, she was active as usual with her bridge and other ladies clubs she attended. She was particularly busy entertaining a political figure's wife from Pennsylvania. At the time of her death, the Weeks (Frank and Herma) did employ a maid listed in the 1930 Joplin City Directory as Anna Jacobson and in the 1930 Federal Census as Anna Jacobs, 25, born in Germany.

At the time of her death, the remaining son Harvey Crawford Weeks was eighteen. He had attended the Hill School in Pottstown, Montgomery County, Pennsylvania for college preparatory. After Herma's death he attended Yale University and received his engineering degree. As his parents had before him, it appears he also led an affluent life traveling by ship to the port of Holland in 1935 which put him pretty close to what was happening with Adolph Hitler and his Nazi counterparts.

Harvey married another wealthy girl, like his mother, whose paternal grandparents were early pioneers of Kansas City, Jackson County, Missouri. Mary Scott Crabbs and he were married at the home of her parents at 3821 Gillham Road in Kansas City on April 16, 1936. The article with her wedding picture from the Kansas City Star said they would be making their home in Idaho Springs, Clear Creek, Colorado after May 1, 1936.

Frank Weeks died at his home in the Olivia of a heart ailment on **May 28, 1938**. His funeral services were conducted at St. Philips Episcopal Church, where he and his family had attended since moving to Joplin. His remains are buried at Mount Hope Cemetery, Webb City Missouri, in Section 4-201-2.

Harvey Weeks' married life was not without rancor as within four years, his wife had given birth to a daughter, Mary Scott Weeks; moved to Joplin; (1940 Federal Census show her at 110 Moffet with her husband, and daughter); and then announcement was made in the Joplin Globe that she was moving with Mary Scott Weeks to Alton Illinois.

Harvey enlisted in the United States Marine Corp. September 6, 1942 and was stationed in Hawaii; suffered some type of injury while serving but served his entire tour of duty in Hawaii, being released on November 14, 1945.

On April 29, 1944, while in Hawaii, he married a Hawaiian-American, Bertha Weeks (Yes, that was her name. Her father was Hawaiian-American (William Malukia Weeks) and a son, Frank William Weeks was born on (May 19, 1945-July 19, 2011). At Franks Williams Weeks death he was married to Brenda? No information available, other than addresses in Hawaii until 2002. It's possible but not sourced that she was about thirteen years his junior and remarried after his death.

With the exception of two years residence in Boca Raton Florida in 1959 and 1960, Harvey and his family lived in Hawaii where they are all buried in Christ Church Episcopal Cemetery in Kealakekua, Hawaii.

The money just keeps on flowing!

Above Written by Nancy Morton

Frank's death notice is in the Chicago Tribune, June 2, 1938 and

Frank's death notice in Bartlesville Examiner-Enterprise, May 30, 1938, page 8

Herma's death notice in Joplin Globe, May 27, 1931

REGISTRATION CARD

SERIAL NUMBER 2173 | ORDER NUMBER 3088

1 Frank (First name) Edward (Middle name) Weeks (Last name)

2 PERMANENT HOME ADDRESS: 117 (No.) N Moffet (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

Age in Years	Date of Birth		
3 39	4 Aug (Month.)	7 (Day.)	1879 (Year.)

RACE

White	Negro	Oriental	Indian	
			Citizen	Noncitizen
5 ✓	6	7	8	9

U. S. CITIZEN			ALIEN	
Native Born	Naturalized	Citizen by Father's Naturalization Before Registrant's Majority	Declarant	Non-declarant
10 ✓	11	12	13	14

15 If not a citizen of the U. S., of what nation are you a citizen or subject?

PRESENT OCCUPATION	EMPLOYER'S NAME
16 Mining	17 Velie Mines Co

18 PLACE OF EMPLOYMENT OR BUSINESS: 421 (No.) Frisco Bld (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

NEAREST RELATIVE

Name 19 Herma Letts Weeks

Address 20 117 (No.) N Moffet (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

Wife

I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE

Frank Edward Weeks (Registrant's signature or mark)

P. M. G. O. Form No. 1 (Red) 23—6171 (OVER)

24-5-20 C

REGISTRAR'S REPORT

DESCRIPTION OF REGISTRANT

HEIGHT			BUILD			COLOR OF EYES	COLOR OF HAIR
Tall	Medium	Short	Slender	Medium	Stout		
21 ✓	22	23	24 ✓	25	26	27 Brown	28 Black

29 Has person lost arm, leg, hand, eye, or is he obviously physically disqualified? (Specify.)

None

30 I certify that my answers are true; that the person registered has read or has had read to him his own answers; that I have witnessed his signature or mark, and that all of his answers of which I have knowledge are true, except as follows:

Jno E Vinson (Signature of Registrar)

Date of Registration Sept 12 1918

LOCAL BOARD FOR JOPLIN, MISSOURI (STAMP OF LOCAL BOARD)

(The stamp of the Local Board having jurisdiction of the area in which the registrant has his permanent home shall be placed in this box.)

23—6171 (OVER)

Newspapers by ancestry
https://www.newspapers.com/image/742819105/

Bartlesville Examiner-Enterprise (Bartlesville, Oklahoma) · Mon, May 30, 1938 · Page 8
Downloaded on Sep 10, 2024

Prominent Mining Magnate Dies

(By the Associated Press)

JOPLIN, Mo., May 30.—Frank E. Weeks, 59, prominent Joplin mining man, died yesterday morning at his home here of a heart ailment. He was manager and a stockholder of the Velie Mines Corporation, having been associated in that concern several years with the late S. G. Velie of Kansas City. He had been active in mining in the tri-state district since coming to Joplin 27 years ago.

Frank Week, prominent mining magnate

Clipped By:
maryannephillips37
Sep 10, 2024

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FREDERICK (aka Frederic) A. WILBER
117 North Moffet Avenue

Born: March 1, 1870
Died: March 22, 1934 in St. Louis; buried at Park Cemetery, Carthage, Missouri
Father:
Mother:
Wife: **Fannie Lee *Potter* Wilber** (Frederic's second marriage), born November 4, 1867 in Iowa; died April 16, 1966 in St. Louis, Mo.; interred at Park Mausoleum, Carthage
Children: Martha
Buried / Interred at: Park Cemetery, Carthage, Mo.

St. Louis Globe-Democrat obit March 25, 1934, page 23

Moved to St. Louis in 1916

Architecture Style: Jill says American Foursquare – Linda says Craftsman
Year Built: Circa 1907
Architect or Builder:

Owners on December 2017: Bill and Linda Mosley

Source: Nancy Morton - September 2017

- Lived at 117 N. Moffet according to the 1910 FC.
- He was a treasurer and clerk for the Independent Powder Co. (ammunition).
- They had a lodger Ms. Cora A. Horine who was a professional nurse in private practice.
- The census indicated that he was the mortgage holder. The Wilbers moved to St. Louis by 1920.
- Frank Weeks was there in 1918 when he registered for the WWI draft.

Technically this house is not in the Historic Murphysburg District, although it secretly wishes it was! This house is in the Wilson-Hutton Neighborhood. The City is in the initial investigation of creating a historic district for W-H combined with North Heights as of 2024.

NOTE: Interior has Craftsman influence.

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

Do not use this space.

File No. 11483
Registered No. 38

APR 25 1934

1. PLACE OF DEATH
County St. Louis Registration District No. 1160
Township Central Primary Registration District No. 4470
City University City (No. 6644 Washington St. Ward)

2. FULL NAME Frederick A. Hilber

(a) Residence, No. 6644 Washington St., Ward.
(Usual place of abode)
Length of residence in city or town where death occurred 6 yrs. mos. ds. How long in U. S., if of foreign birth? yrs. mos. ds.
(If nonresident, give city or town and State)

PERSONAL AND STATISTICAL PARTICULARS

3. SEX: M.
4. COLOR OR RACE: W.
5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word): Married

5A. IF MARRIED, WIDOWED, OR DIVORCED
HUSBAND OF (OR) WIFE OF Jennie Hilber

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) 3-1-1870

7. AGE: Years 64 | Months 0 | Days 21 | If LESS than 1 day, ...hrs. or ....min.

OCCUPATION
8. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. Painter
9. Industry or business in which work was done, as silk mill, saw mill, bank, etc. Self
10. Date deceased last worked at this occupation (month and year) 3-15-34
11. Total time (years) spent in this occupation 5-

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Stockham Ill.

FATHER
13. NAME Henry Hilber
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Ill.

MOTHER
15. MAIDEN NAME Nelda Barrett
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Ill.

17. INFORMANT (ADDRESS) Jennie Hilber 6644 Washington

18. BURIAL, CREMATION, OR REMOVAL
PLACE Bonhagen Mo DATE 3/24 1934

19. UNDERTAKER Brandon & Sons
(ADDRESS) 6175 Delmar Blvd.

20. FILED Mar. 24 1934 Lena V. Moeller Registrar.

MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) 3/22 1934

22. I HEREBY CERTIFY, That I attended deceased from 3-16-34, 19..., to 3-22-34, 19...
I last saw him alive on 3-22-34, 19... Death is said to have occurred on the date stated above, at 10 P m.
The principal cause of death and related causes of importance were as follows:

	Date of onset
Lobar pneumonia Left	3-16-34
103	
933 107	

Other contributory causes of importance:
Chronic myocardial insufficiency

Name of operation — Date of —
What test confirmed diagnosis? — Was there an autopsy? —

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? Date of injury ..., 19...
Where did injury occur? (Specify city or town, county, and State)
Specify whether injury occurred in Industry, in home, or in public place.
Manner of injury
Nature of injury

24. Was disease or injury in any way related to occupation of deceased? No
If so, specify
(Signed) R. B. Barnett, M. D.
(Address) 5727 Delmar

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

WRITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

Newspapers by ancestry
https://www.newspapers.com/image/573287786/

St. Louis Globe-Democrat (St. Louis, Missouri) · Sun, Mar 25, 1934 · Page 23
Downloaded on Sep 10, 2024

FUNERAL SERVICES HELD FOR FREDERIC A. WILBER

Funeral services for Frederic A. Wilber, 64, former expert accountant in the service of the American Credit Indemnity Company, were held yesterday afternoon at the Alexander & Sons' funeral establishment, 6175 Delmar boulevard. Mr. Wilbur died of pneumonia at his home, 6644 Washington avenue, last Thursday. His body will be sent to Carthage, Mo., for burial there tomorrow.

Mr. Wilber came to St. Louis in 1916 from Joplin, Mo., when the Independent Powder Company, whose treasurer he was, consolidated with the Hercules Powder Company. He was district manager of the latter concern from 1923 until 1926. He was an officer and member of the Maple Avenue Methodist Church, a member of Tuscan Lodge, A. F. and A. M., and of Moolah Temple, Nobles of the Mystic Shrine.

He is survived by his widow, Mrs. Fannie Lee Wilber; a daughter, Miss Martha Lee Wilber, and a brother, Burton Wilber of Los Angeles.

Frederick Wilber obit 1934

Clipped By:
maryannephillips37
Sep 10, 2024

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~~LOT 69~~

TRACT #16 / LOT 69

WITH DEC 1922 PURCHASE BY FRANK WEEKS THE CURRENT DIMENSIONS OF ADDRESS KNOWN AS 118 N. MOFFET COME INTO EXISTENCE,

118 N. MOFFET

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON - HARVEY WEEKS

SEPT. 1941

HARVEY WEEKS TO RICHARD KENNEDY

1979

RICHARD KENNEDY DIES HOUSE
PASSES TO WIFE HELEN

1981

Mrs. Helen Kennedy
1409 E. 17th

HELEN KENNEDY TO

1985 Richard Collins
1989 John David
1991 Jack Reitz
July 1991 Bill & Linda Mosley

TRACT #16

MAY 1857

U.S.A. TO DAVID TANDY

AUG. 1860

DAVID TANDY TO JAMES MACKIRDY

~~AUG~~ 1871

JAMES MACKIRDY TO OLIVER PITCHER

MAY 1872?

OLIVER PITCHER TO ADELIA MOFFET

DEC. 1902

ADELIA MOFFETT DIES - PROPERTY
PASSES TO SONS BIRD & PERRY MOFFET

MARCH 1903

BIRD/PERRY MOFFET TO THOMAS DOLAN

APRIL 1907

THOMAS DOLAN TO FREDRIC/FANNIE WILBER → BUILDS ORIGINAL HOUSE ABOUT 1907

APRIL 1916

FREDRIC/FANNIE WILBER TO MILAN/MARY BUMP → ~~BUILDS HOUSE (ORIGINAL)~~

SEPT. 1912

MILAN/MARY BUMP TO F.J. FROST

NOV. 1917

F.J. FROST TO FRANK WEEKS → ADDS LIBRARY?

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON HARVEY WEEKS

~~1?? M.~~ Moffet

LOT 64

SEPT. 1851

160 ACRES U.S.A. TO JOHN COX

JUNE 1852

JOHN COX TO WILLIAM PAXTON

OCT. 1855

WILLIAM PAXTON TO ROBERT PAXTON

JULY 1866

ROBERT PAXTON TO PAMELA PAXTON

FEB. 1890

PAXTON HEIRS TO JAMES CROUCH

MAR. 1890

JAMES CROUCH TO PEYTON CARR

MAR. 1890

PEYTON CARR TO JOHN WILSON

MAR. 1890

JOHN WILSON TO ERASMUS WILSON & THOMAS HUTTON

APRIL 1892

WILSON/HUTTON TO HOWARD CAPPER

(AT THIS POINT LOT 64 CEASES INTO EXISTENCE)

SEPT. 1890

WILSON/HUTTON & CAPPER TO ALFRED REYNOLDS

JAN. 1901

ALFRED REYNOLDS TO THOMAS DOLAN

FEB. 1913

THOMAS DOLAN DIES - PROPERTY
PASSES TO WIFE SUSAN DOLAN

DEC. 1922

SUSAN DOLAN TO FRANK WEEKS

~~LOT 69~~

TRACT #16 / LOT 69

WITH DEC 1922 PURCHASE BY FRANK WEEKS THE CURRENT DIMENSIONS OF ADDRESS KNOWN AS 118 N. MOFFET COME INTO EXISTENCE.

118 N. MOFFET

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON - HARVEY WEEKS

SEPT. 1941

HARVEY WEEKS TO RICHARD KENNEDY

1979

RICHARD KENNEDY DIES HOUSE
PASSES TO WIFE HELEN

1981

HELEN KENNEDY TO

Mrs. Helen Kennedy
1409 E. 17th

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

Do not use this space.

18413

File No.

Registered No.

1. PLACE OF DEATH
County Jasper Registration District No. 411
Township Joplin Primary Registration District No. 2nd
City Joplin Mo. (No. St. Ward)

2. FULL NAME Mrs. Verna Lotta Weeks

(a) Residence, No. 21 Joplin Ave. Ward.
(Usual place of abode) (If nonresident, give city or town and State)

Length of residence in city or town where death occurred yrs. mos. ds. How long in U. S., if of foreign birth? yrs. mos. ds.

PERSONAL AND STATISTICAL PARTICULARS

3. SEX Fem.
4. COLOR OR RACE White
5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word) Married

5A. IF MARRIED, WIDOWED, OR DIVORCED
HUSBAND OF (OR) WIFE OF Frank E. Weeks

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) Sept. 13 - 1889

7. AGE

YEARS	MONTHS	DAYS	If LESS than 1 day, ...hrs. or ....min.
42	1	11	

OCCUPATION
8. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. House Wife
9. Industry or business in which work was done, as silk mill, saw mill, bank, etc. None
10. Date deceased last worked at this occupation (month and year) None
11. Total time (years) spent in this occupation None

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) St Marshalltown Iowa Tokyo Japan

FATHER
13. NAME Frank Rawson Letts
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Marshalltown Iowa

MOTHER
15. MAIDEN NAME Mary Julia Duett
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Minneapolis Minn

17. INFORMANT (ADDRESS) Frank E. Weeks 117 No. Sycamore

18. BURIAL, CREMATION, OR REMOVAL
PLACE Mt Hope DATE 5/26 1931

19. UNDERTAKER (ADDRESS) Frank-Lyerla Co Joplin Mo.

20. FILED 5/26 1931 C Benson Clark Registrar.

2 MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) May 24, 1931

22. I HEREBY CERTIFY, That I attended deceased from May 18, 1931, to May 24, 1931.
I last saw her alive on May 24, 1931. Death is said to have occurred on the date stated above, at 7:50 p.m.
The principal cause of death and related causes of importance were as follows:

Uraemic Convulsions following acute Nephritis from accidental Chemical poisoning - Probably accidental.

Date of onset

Other contributory causes of importance:

Name of operation ..... Date of .....
What test confirmed diagnosis? None Was there an autopsy? No

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? ..... Date of injury ....., 19.....
Where did injury occur? .....
(Specify city or town, county, and State)
Specify whether injury occurred in industry, in home, or in public place.
Manner of injury .....
Nature of injury .....

24. Was disease or injury in any way related to occupation of deceased? .....
If so, specify .....
(Signed) A Mitchell Gregg, M. D.
(Address) Joplin Mo

WRITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

JUN 26 1931


117

FRANK WEEKS RITES WILL BE HELD TODAY

Services for Prominent Joplin Mining Man to Be Conducted at St. Philip's Church.

Funeral services for Frank E. Weeks, 59-year-old prominent Joplin mining man, who died of a heart ailment early Sunday morning in his apartments in the Olivia, will be conducted at 2 o'clock this afternoon at St. Philip's Episcopal church. The Rev. Alfred L. du Do-



FRANK E. WEEKS.

maine will officiate. Burial will be in Mount Hope cemetery.

Pallbearers will be Harlan H. White, John Deere Velie, E. A. Mattes, George McCullagh, Dr. Bernard Kissel, William Shackelford, T. F. Lennan, Dr. A. Mitchell Gregg and Dr. R. L. Neff, all of Joplin, and C. Vernon Jones of Kansas City.

Body Lies in State.

The body will lie in state at the Frank-Sievers mortuary until 10 o'clock this morning, after which it will lie in state at the church until the funeral hour.

Mr. Weeks was manager and a stockholder of the Velie Mines Corporation, and had been active in mining in the Tri-State district since coming to Joplin 30 years ago.

Mr. Weeks was the son of Mr. and Mrs. Harvey T. Weeks of Chicago, and was born there August 7, 1879. He received his early education at the Betts Military academy at Stamford, Conn. Upon his return to Chicago he was associated with Armour & Co. in the grain brokerage business, and later was connected with the Union Match Company of Duluth, Minn.

For several years he worked in various capacities in mining operations in Montana, Colorado and California. He returned to Chicago, and in 1908 came here by motor car.

Mr. Weeks' first mining venture in this district was operation of the old Sampson mine west of Schifferdecker park. He was associated with W. J. Briggle.

In 1909 he was married in Chicago to Miss Herma Letts, daughter of Mr. and Mrs. Frank C. Letts, who died here May 24, 1931.

During his early career here he operated a mine at Lehigh, and later he and Mr. Briggle operated a mine at Carl Junction. He also operated the old Kitty mine at Thoms Station, one of the heavy zinc producers in those days. He became associated with the late S. H. Velie in operation of a mine at Saginaw, and later he and Mr. Velie operated the Imperial mine at Webb City.

A Progressive Operator.

The Velie Mines Corporation was founded after he and Mr. Velie went to the Picher field shortly after its opening in 1916. Since then he and his associates had been active in mining operations throughout the Picher field. After the death of Mr. Velie several years ago, the latter's grandson, John Deere Velie, became associated with Mr. Weeks.

Mines in the Picher field included the Panther, Lion, Leopard, Wilson, Bluebird and Farmington. The corporation also acquired the Harrisburg mine in 1928. Innovations at the Leopard mine gained nation-wide attention in the mining industry.

Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge.

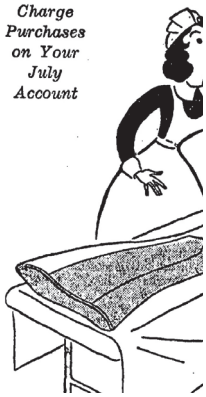
Mr. Weeks was a member of the Masonic lodge, and was a charter member of Oak Hill Golf Club.

Surviving are a son, Harvey C. Weeks of Joplin, and a sister, Mrs. William C. Jackson of Chicago. Another son, Frank E. Weeks, jr., died in 1923.

HERE FOR CO

MISS BA

Charge Purchases on Your July Account



NewspaperArchive by Stored

Joplin Globe, May 31, 1938 Pg. 2, Joplin, Missouri, US

https://newspaperarchive.com/joplin-globe-may-31-1938-p-2/

* * * *

Dr. and Mrs. John Schaeffer were honored at several charming social affairs during their stay here. Mr. and Mrs. John Markell entertained at dinner last night in the University Club as a farewell courtesy to the visitors. Mrs. Bart Geddes entertained at luncheon yesterday complimenting Mrs. Schaeffer, who also was honored at a tea given yesterday afternoon by Mrs. Delmar C. Wise of "The House on the Hill." Mr. and Mrs. Howard Murphy and Mr. and Mrs. Frank E. Weeks entertained informally Monday night at a buffet supper at Oak Hill Golf Club. The guests were limited to close friends of Dr. and Mrs. Schaeffer. A party was given Sunday at the "Playhouse" in honor of Dr. and Mrs. Schaeffer. Others attending were Mr. and Mrs. Markell, Mr. and Mrs. Weeks, Mr. and Mrs. Harlan H. White, Mr. and Mrs. Augustus Mattes, Mr. and Mrs. Geddes, Mr. and Mrs. Murphy, Mr. and Mrs. Frank L. Matthews, Mr. and Mrs. P. E. Tabor, Mr. and Mrs. William H. Shackelford, jr., Mr. and Mrs. Wise and Mr. and Mrs. George Potter.

* * * *

NEWSPAPERARCHIVE

Joplin Globe, November 06, 1929 Pg. 11, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-nov-06-1929-p-11/

* * * *

Travel Club.

Mrs. Austin Allen is responsible for the organization of the Travel club, one of the most interesting clubs in Joplin. The studies are made doubly interesting from the fact that about one-half of the membership have been abroad, having either resided or traveled extensively in foreign countries embraced in the programs. This list includes Mrs. T. F. Lennan, Mrs. Temple Chapman, Mrs. Anne Holmes, Mrs. Austin Allen, Mrs. F. E. Weeks, Mrs. Howard C. Murphy, Mrs. F. S. Cook, Mrs. Ralph Putman, Miss Ryland Grigg.

The club is now in its third year's work, having Italy for its studies this year. The object of the club is for a comprehensive study of literature, music and art, of the countries studied. The rules governing the duties and attendance of the club are very strict. In case of failure to prepare any duty specified in the year book at the time named, a fine of 50 cents is imposed, and in case of a total failure a fine of $1. Any member absent from the club for two consecutive meetings shall send an excuse to the secretary. If a member fails to send an excuse as above provided, before the third consecutive meeting, she is sent a written request to furnish the same. If the excuse is not received before the next regular meeting, the name of the delinquent member is dropped from the roll. All excuses received are reported and the reasonableness of the excuse acted upon by the club. All excuses but those of sickness or absence from town are subject to a fine of 25 cents. The time for calling the club to order is at 2:40 p. m., and any member entering after that time is fined 10 cents.

The officers of the club are: Mrs. T. F. Lennan, president; Mrs. J. E. Garm, vice president; Mrs. Nat Paige, jr., secretary; Mrs. Howard C. Murphy, treasurer.

The membership is composed of Mesdames Austin Allen, F. S. Cook, Wm. Bohne, Temple Chapman, J. E. Garm, Anne Holmes, W. C. Kramer, T. F. Lennan, Howard C. Murphy, Nat Paige, jr., Ralph Putman, Taylor, Norman P. Rood, Elmer Tabor, F. E. Weeks, Misses Ryland Grigg, Alma Putman, Gladys Ralston, Ida Redburn.

* * * *

NEWSPAPERARCHIVE

Joplin Morning Tribune, March 10, 1912 Pg. 24, Joplin, Missouri, US
https://newspaperarchive.com/joplin-morning-tribune-mar-10-1912-p-24/

Society

LAST week's social affairs were practically given over to the entertainment of interesting visitors. The entertainments included a number of delightful affairs given in honor of Mrs. John Schaeffer of St. Louis, Mrs. Oliver Picher of Chicago, and Mrs. Harvey Shaw of Kansas City. Mr. and Mrs. Frank E. Weeks entertained with the largest dinner party in honor of the trio Tuesday night at the Oak Hill Golf club, the party including more than thirty guests. Miss Edna Chain of Wichita, Kan., was also the inspiration for a large tea given Thursday by her hostess, Miss Josephine Thurman, at the Oak Hill Golf Club. The arrival early this week of Rev. and Mrs. Charles A. Weed, a former prominent Joplin couple, but who now reside at Mitchell, S. D., will, no doubt, be the occasion for another round of social honors. Rev. and Mrs. Weed will be entertained in the home of Mr. and Mrs. Arthur Breckinridge, 516 South Wall street, during their stay in Joplin.

NEWSPAPERARCHIVE

Joplin News Herald, July 17, 1921 Pg. 10, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jul-17-1921-p-10/

Memories of Early Days Unfolded by Pioneer Resident of County

Old timers—do you remember when Tom Webb first uncovered lead in his wheat field? Do you remember "Red Hot Street" of early days at Galena, and the big square at Medoc, and when the mail coach came tooting into what is now East Joplin?

Memories of the early days of Jasper county, when Joplin's present site was a wilderness of scrub oak and with only faint trail leading westward towards Baxter Springs and the Nation, were unfolded by Frank Weeks, president of the East Joplin Booster Club, who came to Jasper county in 1869, after a three week's journey in a prairie schooner from Illinois.

"Carthage was but a village when I came to the county," Weeks said, "and west of it there was but one town in the county, Medoc. It was quite a town in those days, was Medoc. A big square, surrounded by two story buildings, now long crumbled and decayed into dust. Flat, grassy prairies surrounded Carthage and with my father, we bought a tract of farm land for $5 an acre, now worth easily $150, and my father is still alive, at 97 years in Carthage. I was 17 when I came to the county.

"It took us two weeks to come from near Danville, Ill., to Sedalia, by wagon, crossing the Mississippi on a ferry at Louisiana. Here we were joined by my mother, sister and grandfather, and after a five day overland trip, we came to Carthage.

"It was dreary and lonely when we first came, but the second year more settlers were arriving and we had some good times. After Tom Webb struck the surface lead ore on his farm while plowing, prospectors and settlers poured into the county by thousands. Those were the good old days.

To Galena in 1873.

"I made a trip to Galena in 1873 when Red Hot Street was running full blast. It was the only street in the town, running crookedly through the woods, with gambling halls, dives and saloons running wide open, when shooting scrapes were nightly happenings.

"I sold some dressed hogs to a grocer on the bluff in East Joplin when Joplin had but six frame houses. The grocery was on the bluff about where the Broadway viaduct ends now, and so close to the drop off that I remained in the wagon to sell the hogs for fear the horses would slip over.

"Those were good old days, and there still are a lot of "boys who went to school with me at Carthage remember the good times we had and the excitement of the ore strikes at Oronogo, Webb City and Joplin. I have seen all of those towns grow from nothing to what they are today. "Why I could have bought the present site of Joplin in 1871 for $1.25 to $2 an acre, but it wasn't worth much for farming and the scrub oak was pretty thick."

NEWSPAPERARCHIVE
Joplin News Herald, March 07, 1920 Pg. 34, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-mar-07-1920-p-34/

Newspapers by ancestry
https://www.newspapers.com/image/1003806345/

Joplin Globe (Joplin, Missouri) · Wed, May 27, 1931 · Page 9
Downloaded on Sep 10, 2024

FUNERAL SERVICES ARE HELD FOR MRS. WEEKS

Funeral services for Mrs. Herma Letts Weeks, 42 years old, wife of Frank E. Weeks, widely known mine operator, who died Sunday in St. John's hospital, were held yesterday morning in St. Philip's Episcopal church.

The Rev. Alfred L. du Domaine, rector, officiated. Pallbearers were Dr. John Schaeffer, Harlan H. White, Howard C. Murphy, C. Vernon Jones and William H. Shackelford, both of Kansas City, and E. A. Mattes. Burial was in Mount Hope cemetery.

Obituary for Herma Letts Weeks

Clipped By:
maryannephillips37
Sep 10, 2024

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Fred A. Wilbor. 117 N. Moffet Built ca. 1907 (acc. to abstract info) Frank Weeks added new wing ca 1921









FRANK E. WEEKS.

FREDERICK WILBER-FRANK WEEKS HOUSE
117 North Moffet Avenue | Wilson & Hutton District
But is now associated with the North Heights Neighborhood non-profit organization's boundaries for simplicity sake
American Foursquare, circa 1906

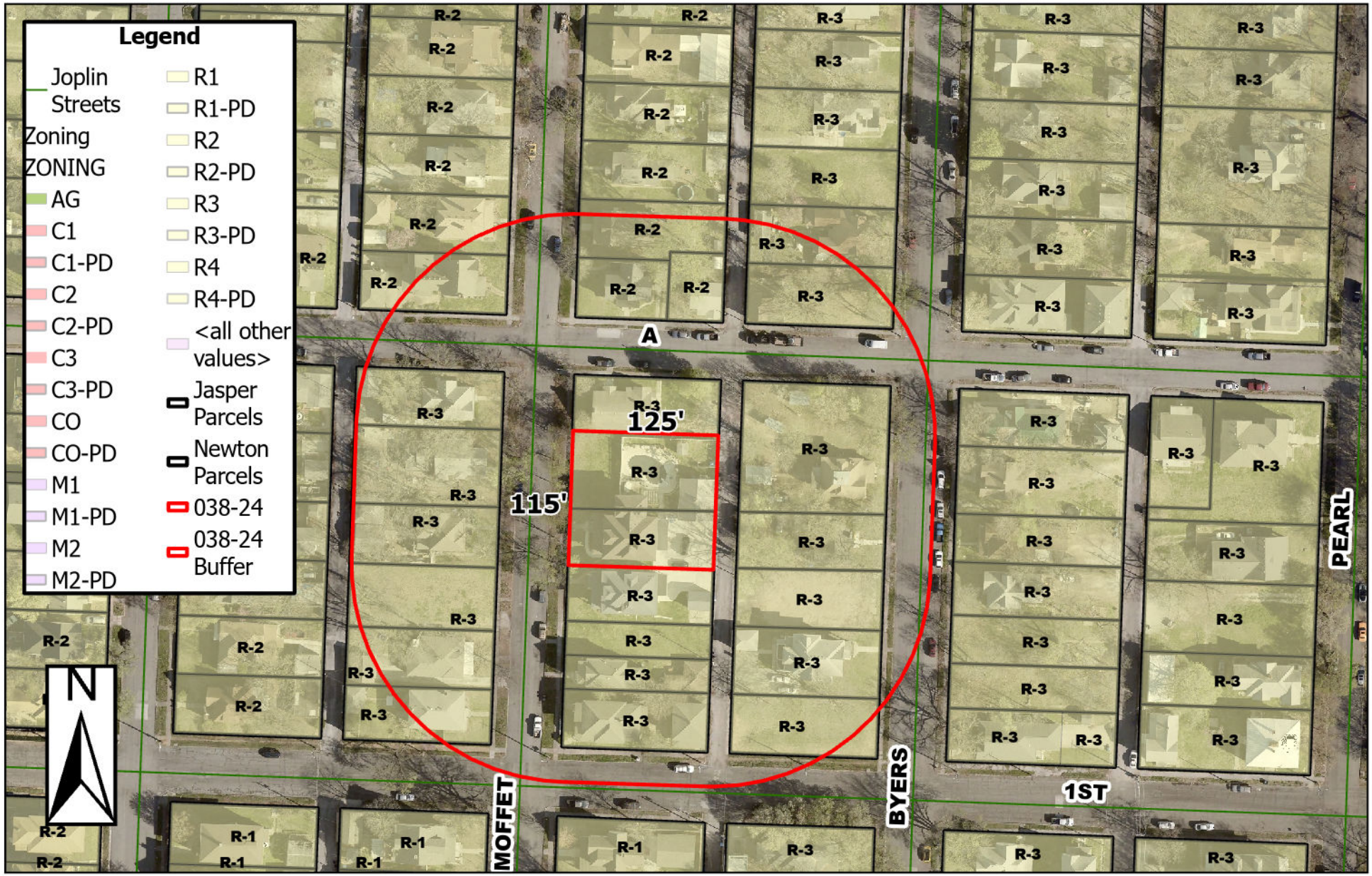
Frederick (1870-1934) **and Fannie Wilbur** were the first owners of this house that is technically located in the **Wilson-Hutton residential district,** just *three doors* north of the Murphysburg Historic District. At one time, Mr. Wilbur was a clerk for a powder (ammunition) company.

In 1917, a library and second-story master suite were added to the house by owners **Frank and Herma (Letts) Weeks,** barely one year before Mr. Weeks registered for the World War I draft! Mr. Weeks was associated with numerous mines in Missouri and Oklahoma, and he explored mining in Texas. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge! The Weeks family enjoyed a wealthy lifestyle as evidenced by their documented trips to Havana, Cuba and Hong Kong, China.

Herma died at the age of 42 in 1931, following an accidental (mercury) chemical poisoning! When Frank died of a heart ailment in 1938, he was living at the **Olivia Apartments** (320 S. Moffet.) It was common for wealthy and prominent Joplin residents to "downsize" by moving to the prestigious Olivia.

ARCHITECTURE - The Craftsman style wooden front door with sidelights is an exacting reproduction. The original sidewalk bricks were used in the reconstruction of the front retaining wall and columns.

Case 038-24: Rezoning



117 N Moffet – Rezoning – A request to rezone from District R-3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) – William and Linda Mosley

P & Z Case 038-24
Linda & Mosley Williams
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and include in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 117 N Moffet Ave, Jasper County, Missouri.

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

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

ALL OF MISCELLANEOUS LOTS NUMBERED SIXTEEN (16) AND FORTY-EIGHT (48), ALL IN SECTION 3, TOWNSHIP 27, RANGE 33 AND ALL OF LOT NUMBERED SIXTY-NINE (69) IN WILSON AND HUTTONS SECOND ADDITION TO THE CITY OF JOPLIN COUNTY, MISSOURI.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-252 – Right-of-way Vacation

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 039-24: An alley located at 1036 S Range Line Rd – Alley Vacation – A request to vacate a portion of alley right-of-way – Seneca Enterprises MO, LLC

BACKGROUND:

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

PLANNING & ZONING COMMISSION TESTIMONY:

Max DiCarlo and Andy Seemiller represented the case. They explained that they addressed previous concerns by changing their plan to no longer utilize the roll over curb. Instead, they will be having the area striped.

PUBLIC COMMENT;

Morris Glaze and Darieus Adams spoke in support of the vacation. Mr. Glaze had 43 years of prior experience in the trucking industry and dispatching trucks.

Martha Pope, Norman Cramer, Matt Kincaid, Brett Faubion, and Geary Williams spoke in opposition of the case. Ms. Pope was concerned about traffic on Frost Ave. Mr. Cramer said the trucks will not be able to make the turn. Mr. Kincaid stated he was a truck driver and a farmer. He spoke about the turns and traffic and displaced storm water. Mr. Bellairs replied that all new developments are required to address the stormwater impact. Mr. Williams stated there was a camera placed on his property that he did not authorize and was concerned with traffic.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-252
Planning & Zoning Commission recommends approving Case 039-24 (4 in Favor, 3 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 039-24 A request to vacate alley right-of-way.

APPLICANT Seneca Enterprises MO, LLC

REPRESENTATIVE First Street Development, LLC

LOCATION 1036 S Range Line Rd

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 20′X120′

REASON FOR VACATION

The owner of the property located at 1036 S Range Line Rd also owns the property west of the alley. They wish to vacate this portion of the alley right-of-way so that they can run their drive through it. There will be alternative access by rerouting access through Frost Ave and recording an easement agreement with the City. Frost Ave is a platted street, and the applicant will be improving a portion of Frost Ave at their own expense.

Since the applicant′s last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running north to south through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No comment was provided from the utility companies. All easements will remain.

DISCUSSION

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

Staff recommends approving Case 039-24.

ENCLOSURES

- Application
- Map

CASE 039-24: ALLEY VACATION

An alley located at 1036 S Range Line Rd- Alley Vacation- A request to vacate a portion of alley right-of-way- Seneca Enterprises MO LLC

Mr. Kimble asked the applicant or representative to come forward and state their name and address for the record.

Max DiCarlo and Andrew Seemiller with Frist Street Development of 4700 Bellview Dr. Kansas City, Missouri presented the case on behalf of Seneca Enterprises.

Mr. Seemiller explained that they had made the changes recommended by the City Council. Mr. Seemiller explained that in the revisions to the plans they have changed the use of roll over curbs, to striping and they have widened the necessary areas for ingress and egress. Mr. Seemiller stated that City engineers have stated that this revised plan should improve the overall flow of the site.

Mr. Kimble asked if anyone on the commission had questions for the representative.

Dr. Rosenberg asked Mr. Seemiller, who owned the property to the west of the alley, directly behind the corner property.

Mr. DiCarlo stated that the property Dr. Rosenberg had asked about is currently owned by Seneca Enterprises, whose First Street Development has a purchase and sale agreement with to purchase both sides of the alley.

Dr. Rosenberg asked Mr. DiCarlo if there would be anything preventing them from fencing the property in if they chose to do so.

Mr. DiCarlo stated that there is not anything preventing them from fencing the property in.

Mr. DiCarlo stated that the turning templates provided show that there is no approaching on private property that is being used as a turnaround. Mr. DiCarlo continued to explain that the turning templates also show the use of the WB67 semi-trailer, which is the largest semi-trailer that can be on the roadway.

Mr. Kimble asked Mr. DiCarlo if the property on both sides of the alley way is owned by the developer.

Mr. DiCarlo explained that they are currently owned by the seller, since the property selling is contingent on the approval of the project and are both part of the purchase and sell agreement.

Mr. Kimble asked Mr. Bellairs if it was acceptable to ask for a vacation of the alleyway if the property is not yet owned by the representatives that have proposed the movement of the alleyway.

Mr. Bellairs stated that the current owners had applied for the alley vacation, which is Seneca Enterprises LLC, and they signed an owner affidavit so that First Street Development could present the case on behalf of them. Mr. Bellairs stated that this is a common practice for public hearing cases.

Mrs. Klue- Michael asked the representatives how trucks would get down the alleyway if there were cars in the drive through, if there were cars wanting to enter the drive through from the Range Line entrance.

Mr. DiCarlo stated that at the site was designed to allow car stacking for 19 cars. Mr. DiCarlo continued to explain that a semi-truck may have to wait around a minute if there were more than 19 cars in the stack, to be able to drive through the lot.

Mr. Kimble asked Mr. DiCarlo if cars did not want to exit through the Range Line exit and are trying to exit through the Frost Avenue exit, if this could cause an issue with traffic in the lot.

Mr. DiCarlo explained that they had done a study on the traffic through the site, and there is minimal traffic from large vehicles and only a few times a week, typically not at peak hours, so he does not believe this would be an issue.

Mr. Kimble asked Mr. Bellairs if there should be concern over the roadway at Frost Avenue due to the traffic from large vehicles.

Mr. Bellairs stated that when public streets are designed, they must be constructed to the public works standard and that this street would not receive any more traffic than 11th street currently does due to the large shipments received by business in the area.

Ms. Phillips asked Mr. DiCarlo if cars had the ability to go north or south on Range Line Road.

Mr. DiCarlo stated that cars had the ability to go north or south on Range Line Road. Mr. DiCarlo explained that the plan was reviewed by the Missouri Department of Transportation and they were comfortable with access as proposed, and the tenant can post way finding signs on their own.

Mr. Kimble asked if there was anyone would to like to speak in favor of this case.

Mr. Morris Glaze of 3321 Delaware, Joplin, Missouri asked to speak in favor of this case. Mr. Glaze explained that he had 43 years of experience in the trucking industry and dispatching trucks. Mr. Glaze stated that upon visiting the alley and reviewing the current plans presented, he does not see that there should be any issue with the deliveries being made to current business owners.

Mr. Kimble asked Mr. Glaze if the north side of the alley way that exits onto 10th Street would take be able to take truck traffic and trucks would be able to turn onto 10th Street, then turn onto Range Line.

Mr. Glaze explained that a short trailer would be able to, since there are no obstructions.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Darieus Adams of 2520 Kingsdale St. Joplin, Missouri asked to speak in favor of this case. Mr. Adams continued to explain that the plans presented he believes are adequate for all range of semi-trailers to use. Mr. Adams stated the applicant has gone above and beyond what the City has asked to address the concerns.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone that would like to speak in opposition to this case.

Martha Pope of 7974 County Road 290, Carl Junction, Missouri asked to speak in opposition to this case. Ms. Pope stated that she is the owner of the property west of the proposed Dutch Brothers location. Ms. Pope explains that her tenant's driveways enter from the alley way, and she believes the proposed changes will cause issues involving her tenant's privacy, trash service and noise issues. Ms. Pope also asked for clarification regarding where the fence would be placed for her tenants if this project was approved.

Mr. Seemiller explained that Ms. Pope's property is to the west of Frost Street and not the alley way in question. Mr. Seemiller continued to explain that the fence will be situated on the east side of Frost Street, where there is currently fencing.

Ms. Pope asked where the trash receptacles will be placed in regard to her property.

Mr. Seemiller explained that the trash receptacles will be placed to the east of the fence, behind the drive through of the proposed business.

Ms. Pope asked if the alley way will allow customers to come and go at all times.

Mr. Kimble explained that there would be several ways, including through the alley way for traffic to go through the area.

Mr. Bellairs stated that the property Ms. Pope owns is on a platted street and that nothing is being vacated there, which is also why she did not receive a letter.

Mrs. Klue- Michale asked Mr. Bellairs for clarification regarding the proposed completion of Frost Avenue.

Mr. Bellairs explained that Frost Avenue will be constructed, but not completed to 10th Street.

Ms. Pope asked if this meant that all of the truck traffic would be going through the street near her property then.

Mr. Kimble stated that this would be correct.

Mrs. Klue- Michael asked Ms. Pope if the only parking available to her tenants was located in the alley.

Ms. Pope explained that this is correct.

Mr. Kimble asked Ms. Pope if her tenants park on Frost Avenue.

Ms. Pope stated that her tenants take Frost Avenue and drive directly into the driveway.

Mr. Kimble asked Ms. Pope if any of her tenants have any small children.

Ms. Pope explained that one of her tenants have grandchildren.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Norman Cramer of 1032 S Range Line Road, Joplin, Missouri asked to speak in opposition to this case.

Mr. Cramer stated that the proposed changes would not allow his delivery drivers to make deliveries with the proposed turn templates. Mr. Cramer explained that his delivery drivers stated they would not be comfortable delivering to his business due to safety concerns regarding traffic, which could lead to him losing his suppliers to his business. Mr. Cramer voiced concerns regarding a camera that had been placed in the alley way. Mr. Cramer also explained that many of his elderly customers have voiced concerns about not being able to use the alley way to access his business. Mr. Cramer explained that his deliveries are anywhere from 5AM to 9AM during the weekdays and he feels this would cause backed up traffic since that would be the most realistic time for customers to want coffee.

Mr. Spruce asked Mr. Cramer if his deliveries could be delivered on a small truck due to the lower weight amounts.

Mr. Cramer explained that his deliveries come from the Kansas City area, and he is not the only delivery for his supplier.

Mr. DiCarlo asked to clarify that First Street Development did have the camera installed so they could analyze and make sure they could accommodate the traffic of the area as proposed.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Matt Kincaid of 17534 Baseline Boulevard, Jasper, Missouri and Brett Faubion of 362 NW 50th Road, Jasper, Missouri asked to speak in opposition to this case. Mr. Kincaid explained that he is a truck driver and a farmer. Mr. Kincaid explained that he has concerns about impeding traffic due to the turns required by the semi-trucks. Mr. Kincaid also stated concerns regarding the water flow of the area.

Mr. Bellairs explained that during any new civil project, the City's civil engineers and the applicants' engineers are required to address any issues regarding stormwater. Mr. Bellaris continued to state that he is not a civil engineer and not part of the review regarding the stormwater process for civil projects.

Mr. Kincaid asked Mr. Bellairs what the elevation was currently for the project without pavement being poured for the facility.

Mr. Bellairs stated that he cannot speak to that, as he is not a civil engineer, but the City does have a review process for all new projects.

Mr. Faubion stated concerns regarding the congestion of traffic due to the large turns needed for semi-trailers to make into the parking lot.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Geary Williams of 2930 Illinois Avenue, Joplin, Missouri asked to speak in opposition to this case. Mr. Williams stated there was a camera put on his property that he did not authorize. Mr. Williams stated he owns near the proposed Dutch Brothers location and has concerns over the traffic that will be brought to this area.

Ms. Phillips asked Mr. Williams if he allows Mr. Cramer to make turns on his property.

Mr. Williams stated that this is correct.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 039-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (4 IN FAVOR, 3 NAY)

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.: 039-24
Filing Fee: $600.00
Received: 11/5/24
Date Advertised: _____
Proj. No. 25-003
Public Hearing Date: 12/9/24

Applicant: First Street Development, LLC. Phone No.: 314.566.8026

Address: 4700 Belleview Ave, Suite 415, Kansas City, MO 64112 Email: andy@firststreetdev.com

Owner: Seneca Enterprises MO, LLC Phone No.: 615.545.6837

Address: 3017 Abigail St., Joplin, MO 64804 Email: ashokpatelabc@gmail.com

Location of Street or Easement: THE NORTH-SOUTH 20 FOOT ALLEY LOCATE BTWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

Type of Vacation: Street Easement (Alley) Plat

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

Yes	No	
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,

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.

☐ ☐ N/A

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*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 10.30.24

DocuSign Envelope ID: 5135B341-3362-4D0C-B26C-00568DCC618F

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Ashok Patel (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as Campbell's 1st, Lots 7-10 (legal description) more commonly known as 1036 S Rangeline Rd.. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for First Street Development to speak on my behalf and act as my Agent at the meeting in Case Number 025-24.

Date: 5/20/24

DocuSigned by:
5/20/2024
Signature of Owner

Signature of Owner

Printed Name

Printed Name

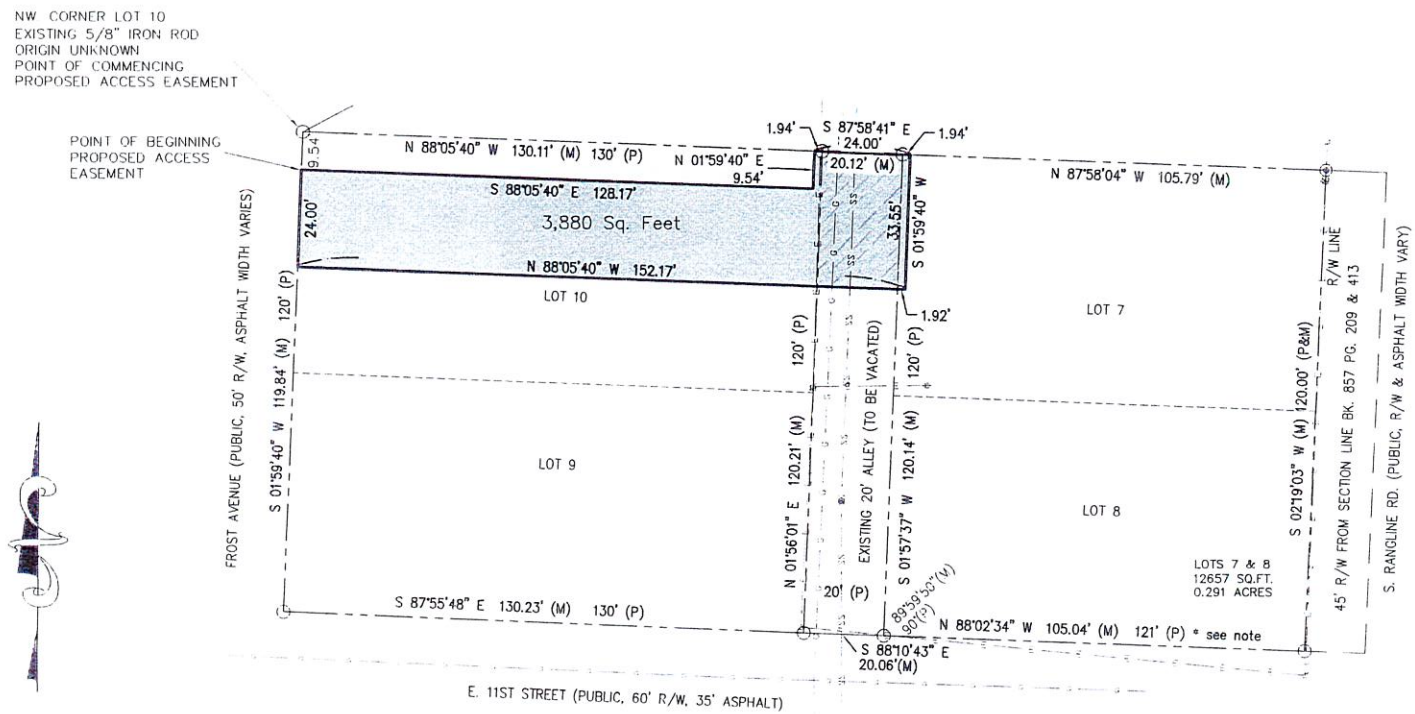
In witness whereof I have hereunto subscribed my name and affixed my official seal this 20th day of May, 2024.

Rayna Jefferis
Notary

RAYNA JEFFERIS
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 23348093
My Commission Expires 03-27-2027

My commission expires: 03-27-2027

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



0 30 60

SCALE: 1" = 30'

* No corner monuments were set on Easement (Per request)

* Right-of-Way acquired by MoDOT on the East side of Lots 7 & 8 acquired an additional 15' (including the original 30 feet from plat)

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Missouri, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on April 19, 2024 and that the information shown hereon is true and correct and meets or exceeds current Missouri Minimum Standards for Boundary Surveys

STATE OF MISSOURI
WILLIAM A. BOOE
NUMBER
PLS-2002010970
PROFESSIONAL LAND SURVEYOR
5-20-24

William A. Booe

William A. Booe, PS 2002010970
w.booe@cornerstone-rs.com

LEGEND

○	Existing Iron Rod Origin Uncertain (unless noted)
⊛	Set 1/2"x24" Iron Rod with 1.5" Plastic Yellow Cornerstone Cap Stamped LS110 (unless noted)
- - - -	Boundary Line
———	Easement Line
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension

PROPOSED EASEMENT DESCRIPTIONS & VACATION

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

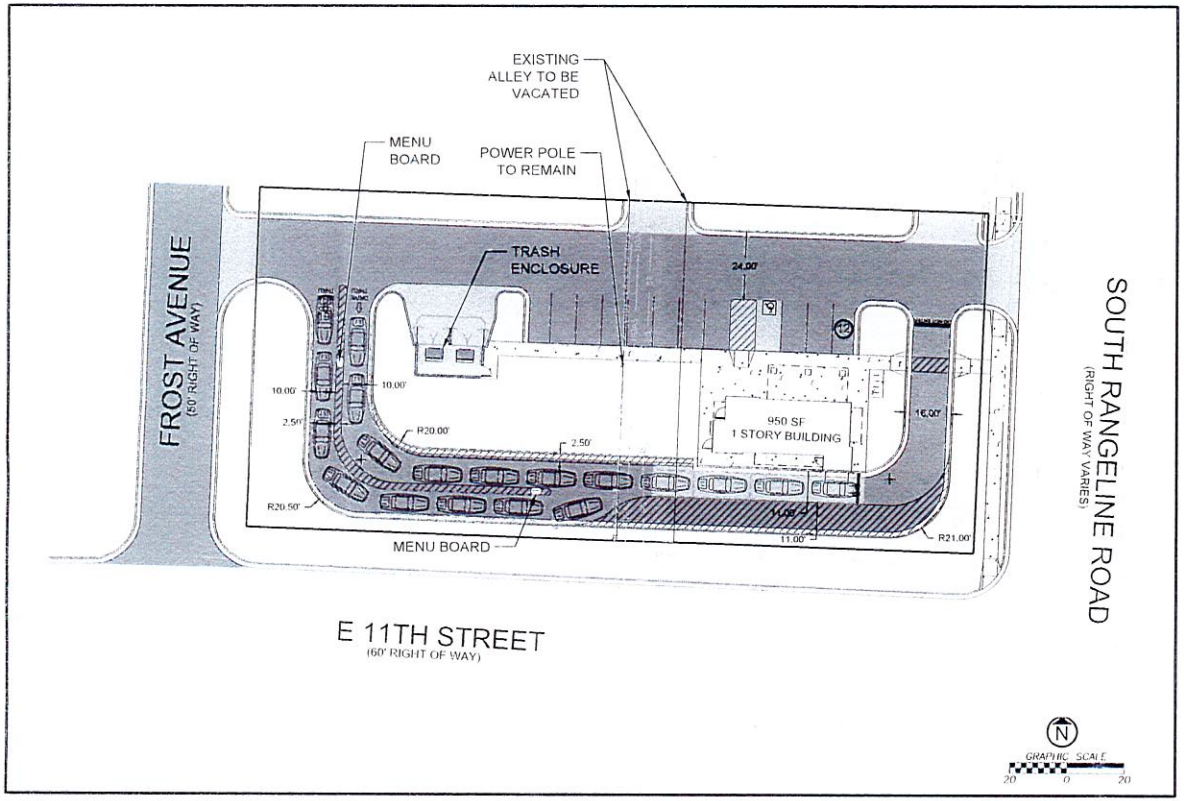
PROPOSED ACCESS EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
617 S Hwy 69 Pittsburg, KS 66762 Ph:620-235-1166

DRAWN BY: RBZ	DATE: 5-17-2024	JOB NO. 1-24020053M ESMT
CHECKED BY: WAB	REVISION DATE: 5-20-2024	REF. JOB NO. N/A
PREPARED FOR: FIRST STREET DEVELOPMENT		

EASEMENT DESCRIPTIONS / ALLEY VACATION
A PORTION OF LOTS 7 & 10, CAMPBELL'S 1ST ADDITION
To The CITY of JOPLIN, JASPER COUNTY, MO.



SITE DATA

ZONING- C-3

TOTAL PROPERTY AREA	0.704 ACRES
DISTURBED AREA	X.XX ACRES

BUILDING DATA

BUILDING GROSS SF	APPROX950 SQ FEET

PARKING DATA

CITY REQUIREMENT - RESTAURANT -1 PER 3 SEATS
(OUTSIDE SEATING EXCLUDED)

REQUIRED PARKING	0
PROVIDED PARKING	12
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

NAME
NUMBER

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4970 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

##########

4/1/2024

##########

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PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

PROPOSED ACCESS EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THEPOINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCEN 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEASTCORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNEROF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10,152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT10, 24.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3880 SQUARE FEET, MORE OR LESS.

When recorded, mail to:

First Street Development, LLC
c/o A&C Ventures, Inc.
465 1st St. W., 2nd Floor
Sonoma, CA 95476
Attention: Legal Department

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Easement Agreement**") is made this __ day of _____, 2024, by First Street Development, LLC, a California limited liability company ("**FSD**") and the City of Joplin, Missouri (the "**City**").

RECITALS

A. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "A"** ("**Lot 9-10 Parcel**") attached hereto and incorporated herein by this reference.

B. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "B"** ("**Lot 7-8 Parcel**") attached hereto and incorporated herein by this reference.

C. The Lot 9-10 Parcel, and the Lot 7-8 Parcel are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**."

D. FSD desires to convey a certain easement for ingress, egress and access over, under, through, upon and across each Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSD does declare and reserve the following:

1. Grant of Access Easement; No Public Dedication.

A. FSD hereby declares a non-exclusive easement for the purpose of ingress and egress over, upon across the Lot 7-8 Parcel and the Lot 9-10 Parcel in the locations depicted on **Exhibit "C"** attached hereto and made a part hereof and more particularly described on **Exhibit "D"** attached hereto and made a part hereof (the "**Access Easement**"). The Access Easement shall be for the use of each Parcel by FSD and any person or entity that becomes the record owner of fee title to either Parcel (each such person or entity, and FSD, are referred to herein individually as an "**Owner**" and collectively, as "**Owners**"), together with (i) the Owners' employees, agents, invitees, and licensees, including, without limitation, (ii) the employees, agents, invitees, and

licensees of any tenant of the Owners (collectively, "**Non-Owner Users**") and the employees, contractors, and agents of the City of Joplin, Missouri (collectively, the "**City Users**"), and (iii) the owners of that certain real property described as Lots 1 through 6 (inclusive) in Campbell's First Addition to the City of Joplin, Jasper, County, Missouri, together with such owners' employees, agents, invitees, and licensees (including any employee, agent, invitee, and licensee of any tenant of such owner) (collectively, the "**Adjacent Parcel Users**") that might require ingress or egress through the Access Easement, subject to the conditions herein contained.

B. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement shall prohibit the use of the Access Easement by the public.

C. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement is intended, nor shall any part of this Easement Agreement be construed or otherwise deemed in any way, to constitute a dedication for public use of any portion of the Parcels or the Access Easement.

2. Maintenance. Each Owner shall be solely responsible for the maintenance and replacement of that part of the Access Easement located on its own respective Parcel. Such maintenance shall include, without limitation, sweeping, washing, removal of trash, painting and restriping, repair and replacement of paving as necessary.

3. Reserved Rights. Insofar as the proper function of the Access Easement is not impaired, each Owner shall retain the right to the normal use and enjoyment of the Access Easement area for access, egress, open space or similar purpose. Each Owner may grant subsequent easements provided however that no such easement shall interfere with the rights and privileges of the other party granted herein.

4. Remedies and Enforcement.

A. In the event of a breach or threatened breach by (i) an Owner (including any Non-Owner User using the Access Easement due to the invitation of, relationship with, or agreement with such Owner) or (ii) the City (or any City User) (the "**Defaulting Owner**") of the provisions hereof, any other Owner (the "**Non-Defaulting Owner**") shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

B. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof, the Non-Defaulting Owner shall have the right to perform such obligations contained in this Easement Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency the Non-Defaulting Owner may immediately cure a default and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof.

C. In any legal or equitable proceeding to determine the rights of the parties to enforce or restrain the breach of this Easement Agreement, the unsuccessful party shall pay the reasonable attorneys' fees and costs of the prevailing party. The remedies set forth herein shall be cumulative and in addition to all of the remedies permitted at law or in equity.

5. Easement Runs with Land. The Access Easement is for the benefit of and appurtenant to each Parcel and also burdens each Parcel. The rights and obligations imposed by this Easement Agreement shall run with the land. The acceptance by any person or entity of any interest in the Lot 7-8 Parcel or the Lot 9-10 Parcel, or any portion of any of them, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Easement Agreement.

6. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Easement Agreement, or have any rights hereunder.

7. Amendment. This Easement Agreement may only be amended by a recorded document executed by the Owners of the Parcels.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

10. Applicable Law. This Easement Agreement shall be recorded in the office of the County Recorder of Jasper County, Missouri. The Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri.

11. Counterparts. To facilitate execution, this Declaration may be executed in as many counterparts as may be deemed appropriate by the parties hereto, all of which when taken together shall comprise one agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

FSD:

FIRST STREET DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name: Max DiCarlo

Its: Director

ACKNOWLEDGEMENT

STATE OF Kansas)
) **SS:**
COUNTY OF Johnson)

On 12th of July 2024 before me, Arricka Erwin, Notary Public, personally appeared Max DiCarlo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARRICKA ERWIN
Notary Public-State of Kansas
My Appt. Expires 12-19-2026

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF_____)
) SS:
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

(Legal Description of Lot 9-10 Parcel)

All of Lots Numbered Nine (9) and Ten (10) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "B"

(Legal Description of the Lot 7-8 Parcel)

All of Lots Numbered Seven (7) and Eight (8), except the East 15.00 feet taken for road right of way, all in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "C"

(Depiction of Access Easement)

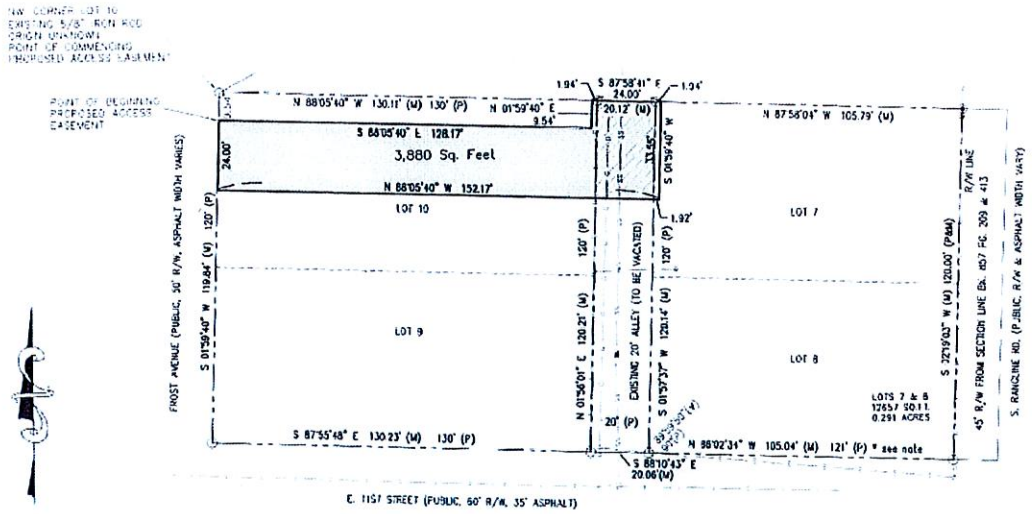
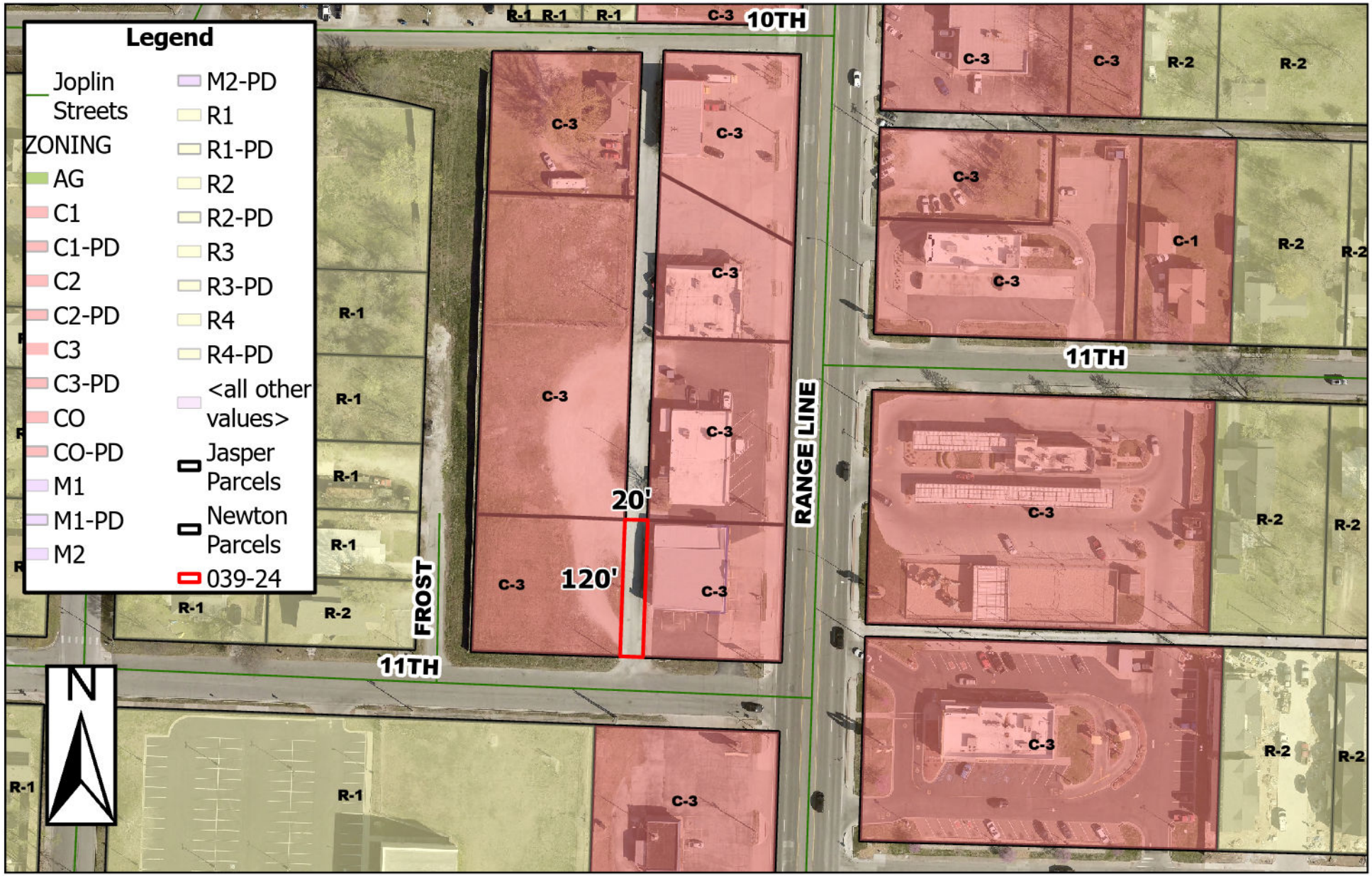


Exhibit "D"

(Legal Description of Access Easement)

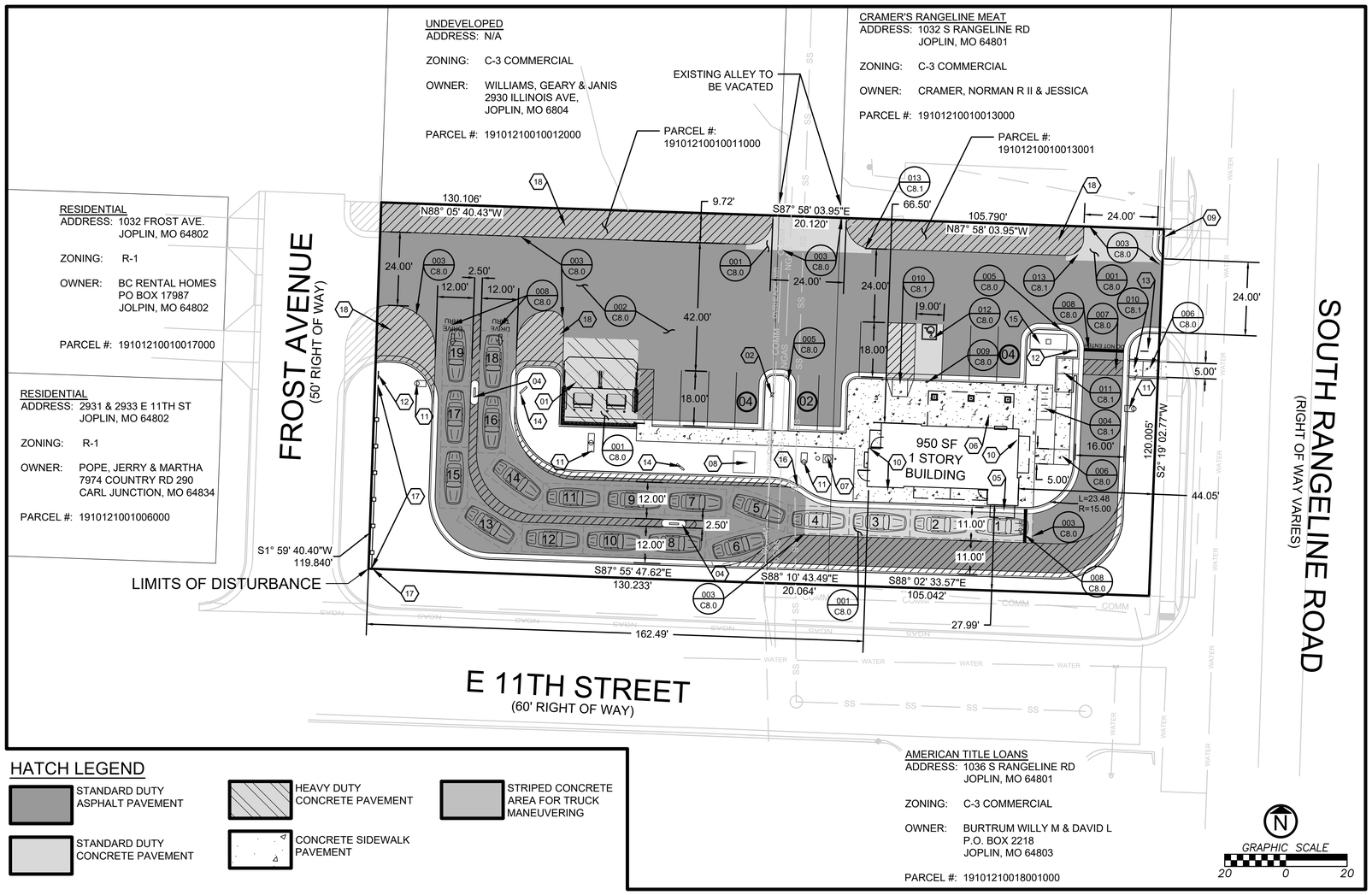
A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING, THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET, THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°56'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN, THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

Case 039-24: Alley Vacation



An alley located at 1036 S Range Line Rd - Alley Vacation -
A request to vacate a portion of alley right-of-way -
Seneca Enterprises MO, LLC

SITE PLAN



HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STRIPED CONCRETE AREA FOR TRUCK MANEUVERING
- STANDARD DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

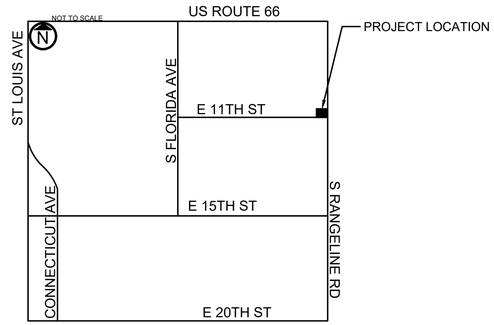
CONSTRUCTION NOTES

01 POWER POLE TO REMAIN
02 TRASH ENCLOSURE
03 STANDARD PARKING MARKINGS. SEE NOTES ON STRIPING DETAIL FOR SPECS
04 6" EXPOSED CONCRETE ISLAND WITH MENU BOARD. SEE SIGN PLANS
05 DRIVE THRU WINDOW. SEE ARCHITECTURAL PLANS
06 CANOPY. SEE ARCHITECTURAL SHEETS FOR DETAIL
07 50 GALLON GREASE INTERCEPTOR. SEE UTILITY PLAN (C5.0)
08 TRANSFORMER PAD. SEE UTILITY PLAN (C5.0)
09 EXISTING 1" DOMESTIC WATER SERVICE METER TO BE REUSED
10 ROOF DRAIN TO DAY LIGHT AT CURB. SEE UTILITY PLAN (C5.0)
11 LIGHT POLE ASSEMBLY. SEE STRUCTURAL PLANS FOR BASE DETAIL
12 DRIVE THRU SIGN. SEE SIGN PLAN
13 EXIT ONLY/THANK YOU SIGN
14 MENU BOARD. SEE SIGN PLAN
15 35' TALL PYLON SIGN. SEE SIGN PLAN
16 SANITARY MANHOLE RIM TO BE RAISED. SEE GRADING PLAN (C4.0)
17 PROPOSED 6' VINYL SIGHT PROOF FENCE
18 STRIPED CONCRETE AREA FOR TRUCK MANEUVERING. SEE NOTES ON STRIPING DETAIL FOR SPECS

DETAIL CALLOUTS

001 CONCRETE PAVEMENT SECTION
002 ASPHALT SECTION
003 THICKENED END SECTION
004 BIKE RACK
005 CURB AND GUTTER
006 SIDEWALK SECTION
007 CROSSWALK STRIPING
008 STANDARD PAVEMENT MARKINGS
009 ADA SIGN
010 ADA RAMP TYPE 1
011 ADA RAMP TYPE 2
012 ADA PAVEMENT MARKINGS

SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ZONING-	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES
DISTURBED AREA	.702 ACRES

BUILDING DATA

BUILDING GROSS SF	950 SF

PARKING DATA

CITY REQUIREMENT -RESTAURANT: 1 PER 3 SEATS. OUTSIDE SEATING EXCLUDED

REQUIRED PARKING	0
PROVIDED PARKING	10
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT
FIRST STREET DEVELOPMENT
4700 BELLEVIEW AVE.
SUITE 415
KANSAS CITY, MO
64112

ENGINEERING FIRM OF RECORD
aubry enterprises.
KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

DUTCH BROS COFFEE
JOPLIN, MO

9/17/2024

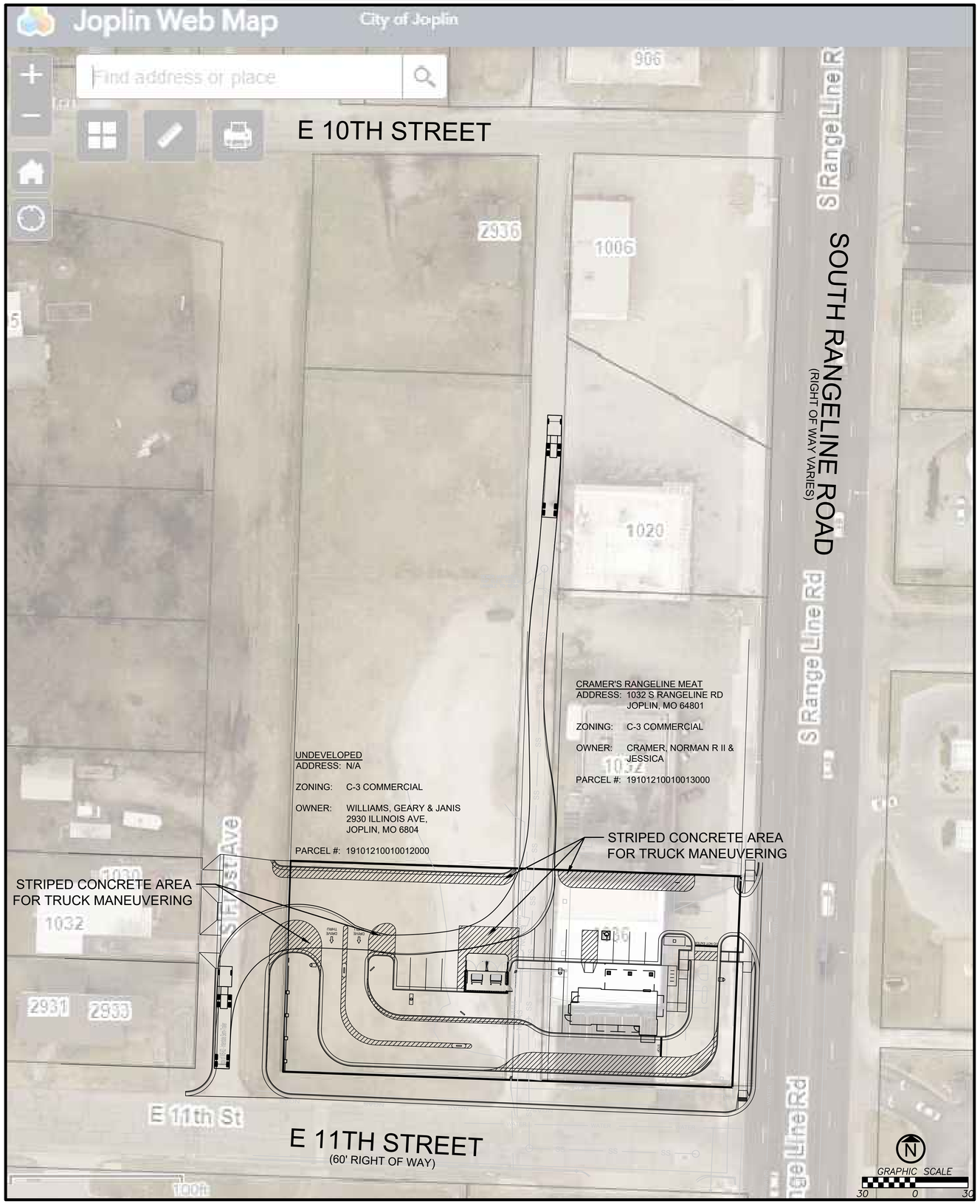
CIVIL IMPROVEMENTS

1036 S RANGELINE RD
JOPLIN, MO
64801

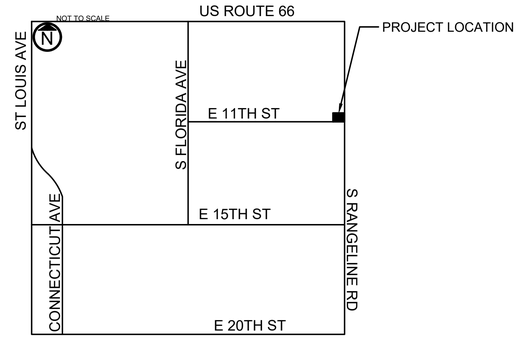
SITE PLAN

C2.0

TURN RADIUS- SEMI TRUCK (NORTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

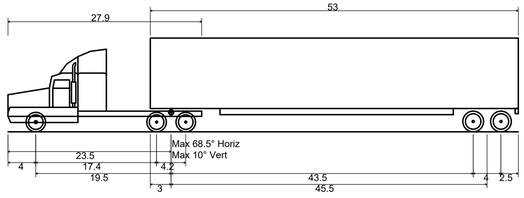
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

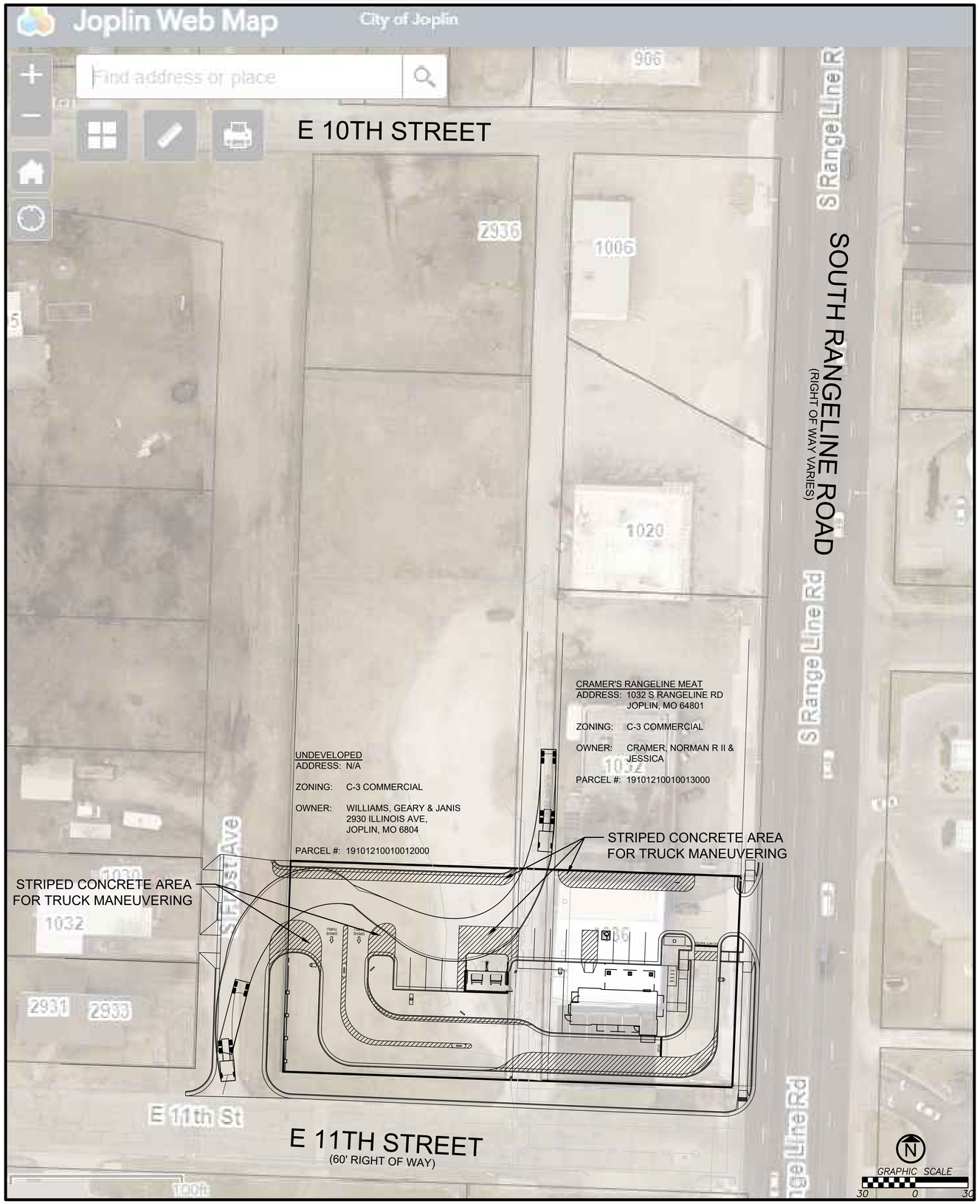
aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

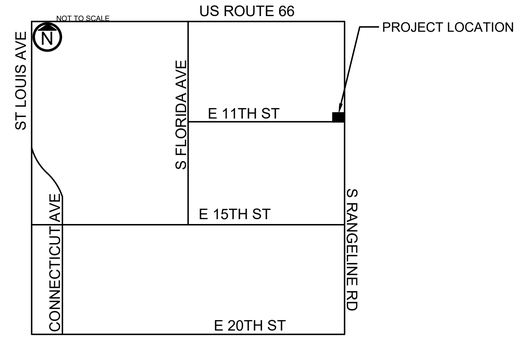
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

TURN RADIUS- SEMI TRUCK (SOUTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

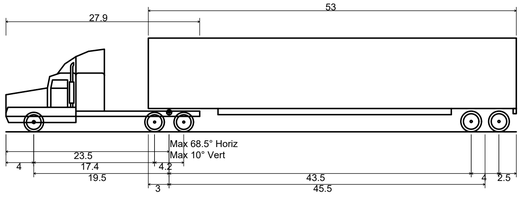
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
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Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4870 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

P & Z Case 039-24
Seneca Enterprises MO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-252 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of an alley lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-165 Issuance of a Purchase Order with Mechanical Sales Midwest Inc. for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility.

MEETING DATE
December 16, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2024-165, Ordinance, Proposal

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Mechanical Sales Midwest Inc. in the amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility.

BACKGROUND
The Original Multistack chiller was installed in 1996 and is a 180 ton (160.2 tons nominal), 6 module (12 single speed scroll compressors), R-22 refrigerant unit with a EER rating of 12.4 at full load. The New Multistack chiller will be a 200 ton (180 tons nominal), 4 module (8 variable speed scroll compressors), R-454B refrigerant unit with a EER rating of 16.37 at full load and 29.46 at 50% load. City staff will install the new chillers with some electrical work being done by a licensed electrician, and some plumbing work being done by a licensed plumber under separate agreements. Funding for the purchase of chillers was approved in the FY2025 Budget. This purchase is made from a vendor bid on the TIPS interlocal purchasing system. This proposal was below the engineer's estimate.

FUNDING SOURCE
This is funded by the Capital Improvement Sales Tax and is in the FY2025 budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading.

TIPS#24010401

Proposal

Mechanical Sales Midwest, Inc.
11301 Strang Line Rd. Lenexa, KS 66215

Office: (913) 815-3263
www.MechSalesMidwest.com

DATE: 11/27/24

Quote #: K23010401TCL

To: Jeff Tennis

Project: City of Joplin
Location: City Hall
Quoted By: Tim Larson - 913-472-1492
tlarson@mechsales.com

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT:

TIPS#24010401 Proposal

MULTISTACK MODULAR WATER-COOLED VARIABLE SPEED SCROLL CHILLER WITH BRASIED PLATE EXCHANGERS

- Quantity of four (4) 50-ton MSS050VCAB Chiller Modules (208-volt 3PH 60HZ)
- See attached design selection information.

TOTAL COST, FFA Kansas City metro area (tax, handling and installation are not included) ……$299,426.00

Current lead: **28 to 32 Weeks** after approved submittal and formal release.

Breakout pricing for accounting purposes:

Chillers, options, and warranty …… $281,858.00
Freight to Joplin …… $10,368.00
Factory Start-up …… $7,200.00

Exceptions & Clarifications:

1. The above price(s) are guaranteed for thirty (30) days. Price(s) do not include sales or use tax.
2. If this is a tax-exempt project, the order cannot be processed until tax forms (Form 13 & 17) are received. When the order is placed, please notify Mechanical Sales if tax forms are not yet available.
3. Payment terms: NET 30 DAYS. Invoices not paid in full within terms are subject to a 1.5% monthly finance charge.
4. Back-charges will not be accepted without prior factory written authorization. Payment terms are net 30 days.
5. Unless stated otherwise, warranties on equipment parts are for eighteen (18) months from date of shipment or one (1) year from equipment start-up, whichever occurs first.
6. Warranties are for parts only. Freight for warranty parts is not included. Unless stated otherwise, the warranty does not cover labor to remove, inspect, calibrate, adjust, repair, or replace parts or equipment. On a typical project, the labor warranty is covered by the installing contractor. In the event the contractor desires Mechanical Sales assistance to perform warranty labor, Mechanical Sales will offer the contractor a significantly reduced rate. If Mechanical Sales performs warranty labor for the contractor, Mechanical Sales will pursue any potential factory warranty labor reimbursements (these are generally an exception and reimbursement is neither promised nor implied). Warranty labor performed by Mechanical Sales must be paid by the contractor to Mechanical Sales net 30 days. If a partial or full factory warranty reimbursement is issued, it will be paid directly by the factory to the contractor.
7. Equipment provided with shrink wrap packaging is intended to protect the equipment during transit and is not intended to be used for storage purposes.
8. All rigging, installation and handling is done by installing contractor.
9. Start-up is not included unless stated otherwise above in this proposal.
10. All special order or custom products are not returnable, exchangeable, or refundable.
11. All stated lead times are current at the time of quotation and subject to change, without prior notice, at time of release.

COUNCIL BILL NO. 2024-165 **ORDINANCE NO.**

AN ORDINANCE approving the issuance of a purchase order to Mechanical Sales Midwest Inc. in the amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility 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.

WHEREAS, Mechanical Sales Midwest Inc. holds the TIPS Proposal #24010401 for the 4 Multistack Modular Chillers for the City Hall Facility.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of 4 Multistack Modular Chillers for the City Hall Facility.

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

Section 1. That a Purchase Order issued to Mechanical Sales Midwest Inc. in the amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budget reflects an appropriation in the total amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for the purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility

Section 3 . That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 4. That this Council Bill shall have an effective date of January 7, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-165 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill **2025-603**: AN ORDINANCE approving a Purchase Order to be issued to Leo M Ellebracht Company for the purchase of a mid-size attack hose package for the Joplin Fire Department.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Fire Department

ATTACHMENTS
CB2025-603 Ordinance; Exhibit A: Mid-size attack hose package bid documents, and council explanation.

REVIEWED BY
Dept. Head: Gerald Ezell; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Leo M Ellebracht Company for the purchase of a mid-size attack hose package.

BACKGROUND
This purchase will include 198 sections of 2.25" hose, 128 sections of 3" hose and necessary appliances to complete the mid-size attack hose package to meet Joplin Fire specifications. RFP was sent out on November 13, 2024, after the approval of 2024-2025 budget, and bids were opened on December 16, 2024. The Joplin Fire Department received three bids from vendors in following the City of Joplin bid process. One bid from each of the following; MacQueen, Fire Master and Leo M Ellebracht. Leo M Ellebracht was the lowest bid for the package at a total cost of $157,184.16 and was selected as our vendor.

FUNDING SOURCE
Currently, this item is a budgeted expense in the Fire Department Acct #101-6002-510-82.30

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

Joplin Fire Department
303 E 3rd St Joplin MO 64801
Fire Chief Gerald Ezell

December 20, 2024

TO: Joplin City Council
From: Gerald Ezell, Fire Chief
City of Joplin Fire Department

Mayor Cortez and Council,

This letter is to serve as an explanation for the Emergency Ordinance put forth by the Joplin Fire Department in Ordinance 2025-603.
We were notified by our vendors that there would be a 10% increase in the cost of the hose package beginning on January 1, 2025. However, our vendor that provided the winning bid agreed to keep us at the lower cost until January 8, 2025, to give us time to garner council support for the purchase.

Thank you for your time and consideration in this matter, and we truly appreciate your support.

Sincerely,

Gerald S. Ezell, CFO, EFO
Fire Chief
Joplin Fire Department

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #:____2025-01_____ BID ITEM DESCRIPTION:_ Mid-Sized Attack Package

BID OPENING DEADLINE:_____ 12/16/24 @ 1000 DEPARTMENT:_____ Fire

REQUISITION NUMBER:_____ DATE & TIME OPENED 12/16/2024

OPENED BY:_____ Nimmo WITNESSED BY:_____ Thomasson

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT	
MacQueen - 2.25" Package	12/3/2024			N	$95,669.54	
MacQueen - 3" Package	12/3/2024			N	$63,601.63	
MacQueen - Total	12/3/2024			N	$159,271.17	
FireMaster - 2.25" Package	12/12/2024			N	$94,444.95	
FireMaster - 3" Package	12/12/2024			N	$62,917.15	
FireMaster - Total	12/12/2024			N	$157,362.10	
Leo - 2.25" Package	12/12/2024			N	$93,845.82	
Leo - 3" Package	12/12/2024			N	$63,338.34	
Leo - Total	12/12/2024			N	$157,184.16	

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

BID SHEET

Vendor: LEO M ELLEBRACHT COMPANY_____
Contact: David Wunderlin_____
Phone #: (417) 437-1001_____

2.25" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
195	Tru ID 2.25" Attack Hose per specifications	$ 302.92	$ 59,069.40
195	ADD STENCIL ID NUMBER BOTH ENDS	No Charge	No Charge
59	Elkhart Brass XD Shut Offs per specifications	$ 485.78	$ 28,661.02
48	Elkhart XD Smooth Bore Short Tip per specifications	$ 123.55	$ 5,930.40
	ESTIMATED SHIPPING COSTS		$ 185.00
	TOTAL HOSE PACKAGE PRICE		**$ 93,845.82**

Estimated Delivery Date: 12 Weeks A.R.O_____

3" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
128	Key Eco 10 3" Attack Hose per specification	$ 289.54	$ 37,061.12
7	Elkhart RAM XD Monitor	$ 2,468.32	$ 17,278.24
7	Elkhart RAM XD Mounting Bracket	$ 184.20	$ 1,289.40
7	Elkhart 282-A Mini Stream Shaper	$ 185.22	$ 1,296.54
7	Elkhart Stacked Tip for RAM XD per specification	$ 347.22	$ 2,430.54
7	Elkhart Rapid Attack Nozzle for RAM XD per specification	$ 542.50	$ 3,797.50
	ESTIMATED SHIPPING COSTS		$ 185.00
	TOTAL NOZZLE PACKAGE PRICE		**$ 63,338.34**

Estimated Delivery Date: 12 Weeks A.R.O_____

WARRANTY INFORMATION

Please provide information on the warranty of the equipment you are bidding on as a separate document with this bid. **INCLUDED A SEPARATE DOCUMENT.**

MARK BID ENVELOPES: "BID #2025-01 MID-SIZE ATTACK HOSE PACKAGE, 10:00 A. M., Monday, Dec 16,2024 "

BID SHEET

Vendor: FIRE MASTER FIRE EQUIPMENT, INC.
Contact: RANDY LAWSON
Phone #: 417-865-8713

2.25" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
195	Tru ID 2.25" Attack Hose per specifications	$289.99	$56,548.05
195	ADD – STENCIL ID NUMBER BOTH ENDS	NO CHARGE	NO CHARGE
59	Elkhart Brass XD Shut Offs per specifications	$497.10	$29,328.90
48	Elkhart XD Smooth Bore Short Tip per specifications	$178.50	$8,568.00
	ESTIMATED SHIPPING COSTS		INCLUDED
	TOTAL HOSE PACKAGE PRICE		$94,444.95

Estimated Delivery Date: 10 - 12 WEEKS

3" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
128	Key Eco 10 3" Attack Hose per specification	$277.95	$35,577.60
7	Elkhart RAM XD Monitor	$2,573.30	$18,013.10
7	Elkhart RAM XD Mounting Bracket	$197.20	$1,380.40
7	Elkhart 282-A Mini Stream Shaper	$205.80	$1,440.60
7	Elkhart Stacked Tip for RAM XD per specification	$377.65	$2,643.55
7	Elkhart Rapid Attack Nozzle for RAM XD per specification	$551.70	$3,861.90
	ESTIMATED SHIPPING COSTS		INCLUDED
	TOTAL NOZZLE PACKAGE PRICE		$62,917.15

Estimated Delivery Date: 10 - 12 WEEKS

WARRANTY INFORMATION

Please provide information on the warranty of the equipment you are bidding on as a separate document with this bid.

MARK BID ENVELOPES: "BID #2025-01 MID-SIZE ATTACK HOSE PACKAGE, 10:00 A. M., Monday, Dec 16,2024"

BID SHEET

Vendor: MacQueen
Contact: Adam Payne
Phone #: 785-331-6717

2.25" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
195	Tru ID 2.25" Attack Hose per specifications	$308.05	$60,069.75
195	ADD – STENCIL ID NUMBER BOTH ENDS	No Charge	No Charge
59	Elkhart Brass XD Shut Offs per specifications	$497.13	$29,330.67
48	Elkhart XD Smooth Bore Short Tip per specifications	$126.44	$6,069.12
	ESTIMATED SHIPPING COSTS		$200.00
	TOTAL HOSE PACKAGE PRICE		$95,669.54

Estimated Delivery Date: 10-12 Weeks

3" HOSE PACKAGE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
128	Key Eco 10 3" Attack Hose per specification	$293.39	$37,553.92
7	Elkhart RAM XD Monitor	$2,525.86	$17,681.02
7	Elkhart RAM XD Mounting Bracket	$188.51	$1,319.57
7	Elkhart 282-A Mini Stream Shaper	$197.13	$1,379.91
7	Elkhart Stacked Tip for RAM XD per specification	$225.86	$1,581.02
7	Elkhart Rapid Attack Nozzle for RAM XD per specification	$555.17	$3,886.19
	ESTIMATED SHIPPING COSTS		$200.00
	TOTAL NOZZLE PACKAGE PRICE		$63,601.63

Estimated Delivery Date: 10-12 Weeks

WARRANTY INFORMATION

Please provide information on the warranty of the equipment you are bidding on as a separate document with this bid.

MARK BID ENVELOPES: "BID #2025-01 MID-SIZE ATTACK HOSE PACKAGE, 10:00 A. M., Monday, Dec 16,2024"

COUNCIL BILL NO. 2025-603 **ORDINANCE NO.**

AN ORDINANCE approving the issuance of a Purchase Order to Leo M Ellebracht Company to cover the purchase of a mid-size attack hose package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, and containing an emergency clause.

WHEREAS, in the FY2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a mid-size attack hose package for the Joplin Fire Department.

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

Section 1. That a Purchase Order issued to Leo M Ellebracht Company in the amount of One Hundred Fifty-seven Thousand, One Hundred Eighty-Four Dollars, Sixteen Cents ($157,184.16), covering the cost of the 2.25" and 3" hose package to meet Joplin specifications, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses and a general appropriation, to be an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____ day of _____2025, by a vote of

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-100 -- Issuance of Purchase Order to Premier Truck Group of Joplin for purchase of a 2026 Freightliner 114SD cab only semi-truck.

MEETING DATE
January 6th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-100, Ordinance, Sales Quotation from Premier Truck Group of Joplin, (Sourcewell Contract #0328224DAI)

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 Premier Truck Group of Joplin (Sourcewell Contract #0328224DAI) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD cab only semi-truck.

BACKGROUND
Each year city departments identify vehicles and equipment that are in need of replacement due to age and/or condition. During the FY 2024-2025 Budget process, Public Works Infrastructure Maintenance Division identified, and Council approved, the replacement of a 1991 Freightliner cab only semi-truck (Equipment #1127). To obtain the best pricing and ensure timely delivery Department staff used the competitively bid government Sourcewell contract #0328224DAI with Premier Truck Group of Joplin to find and purchase a suitable replacement for the semi-truck. The 2026 Freightliner 114SD meets city specifications and mirrors existing equipment. The purchase price of this truck is below the authorized amount approved by council in the FY 2024-2025 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-100 on 1st reading.

PREMIER TRUCK GROUP OF JOPLIN

JOPLIN , MO

3201 E 32ND STREET

64804

COLTON MERTENS

CMERTENS@PREMIERTRUCK.COM

QUOTE CREATED FOR

CITY OF JOPLIN

JOPLIN , MO

64804

SCOTT BUFFER

SBUFFER@JOPLINMO.ORG

417-624-0820

MEMBER ACCOUNT #33590

DAIMLER CONTRACT #0328224DAI

1. 2026 FREIGHTLINER 114SD
   - INCLUDES DETROIT DD13 ENGINE
   - INCLUDES DETROIT DT12-OV TRANSMISSION
   - 13,300LBS -FRONT AXLE
   - 40,000LBS -DRIVE AXLE
   - PTO PREP - PTO PREP FOR MUNICE TG8

PRE- DISCOUNT PRICE- INCLUDES BASE VICHICLE PLUS OPTION CONTENT FROM FACTORY		- $ 176,635
SOURCEWELL DISCOUNT – 31.12%	OR	$54,969
DISCOUNTED PRICE TO SOURCEWELL MEMBER		$121,666
MODEL YEAR 2026 CHARGE – NON DISCOUNTABLE		$3750 – NO DISCOUNT
TIRE OR OTHER SURCHARGES		$ 0 – NO DISCOUNT
CARB STATE/ENGINE/WARRANTIES		$ 0 – NO DISCOUNT

ANY / ALL ITEMS WHICH ARE NOT SUBJECT TO THE DIAMLER CONTRACT DISCOUNT, ARE ADDED AFTER /BELOW THE CHASSIS PRICE, I.E BODY,DEALER INSTALLED ITEMS , LOT PACK,EXTENDED WARRANTIES.DESTINATION CHARGE ETC.

ADDITIONAL DEALER ADDED / INSTALLED ITEMS	$ 3500
FINAL SELLING PRICE	$ 128,916

COUNCIL BILL NO. 2025-100 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD; and, setting a date when this ordinance shall become effective.

WHEREAS, Premier Truck Group of Joplin holds the Sourcewell Contract #0328224DAI for the 2026 Freightliner 114SD.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement cab only semi-truck.

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

Section 1. That a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD, 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 2024-2025 budget reflects an appropriation for the replacement of a cab only semi-truck.

Section 4. That upon its passage this Council Bill shall have an effective date of January 22nd, 2025

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

_____
Keenan Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-101 Issuance of Purchase Order to S&H Farm Supply, Inc., for purchase of a 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package.

MEETING DATE
January 6th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-101, Ordinance, Sales Quotation from S&H Farm Supply, Inc, (Sourcewell Contract #082923 CNH-2)

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 S&H Farm Supply, Inc. (Sourcewell Contract #082923 CNH-2) in the amount of Two Hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC & BB25 Bengal Boom Mower Package.

BACKGROUND
Each year city departments identify vehicles and equipment that are in need of replacement due to age and/or condition. During the FY 2024-2025 Budget process, Public Works Infrastructure Maintenance Division identified, and Council approved, the replacement of a 2010 John Deere 6230 tractor (equipment #2224) with 2013 Tiger Mower package (equipment #2334). To obtain the best pricing and ensure timely delivery, Department staff use the competitively bid government Sourcewell contract #082923 CNH-2 with S&H Farm Supply, Inc. to find and purchase a suitable replacement for the tractor/mower package. The 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package meets city specifications and mirrors existing equipment. The purchase price of this mower package is below the authorized amount approved by council in the FY 2024-2025 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-101 on 1st reading.

COUNCIL BILL NO. 2025-101 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to S&H Farm Supply, Inc in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC Tractor & BB25 Bengal Boom Mower Package; and, setting a date when this ordinance shall become effective.

WHEREAS, S&H Farm Supply, Inc., holds the Sourcewell Contract #082923 CNH-2 for the 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement sidearm tractor with longarm mower attachment.

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

Section 1. That a Purchase Order to S&H Farm Supply, Inc. in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package, 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 2024-2025 budget reflects an appropriation for the replacement of a sidearm tractor with longarm mower attachment.

Section 4. That upon its passage this Council Bill shall have an effective date of January 22nd, 2025.

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

_____
Keenan Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

S&H Farm Supply, Inc.
www.shfarmsupply.com

Davido Tucker
Outside Equipment Sales
417.343.7670
davido.tucker@shfarmsupply.com

Joplin Public Works **12/17/2024**

Thank you for taking the time to consider S&H Farm Supply, Inc. as a supplier of equipment for your operation. We appreciate the opportunity to provide the following quote.

New Holland T6.155EC & BB24 Tiger Bengal Boom Mower Package

NH Sourcewell Contract# 082923 CNH-2 Sourcewell Member# 33590

Tractor Specs

4 Cylinder 16 Valve High Pressure Common Rail Engine
125 Engine Horsepower, 105 PTO Horsepower
16x16 Electro Command Transmission
Front Wheel Assist
Cab, With Heat & Air & Bluetooth Radio
3 Sets of Rear Remotes
540 & 1000 PTO
$126,224.00

Cutter Specs

Mid Mount
60" Rotary Swivel Head
Joystick Controls
Pump Grill Guard
Up to 6" Cutting Capacity
Fluid Fill for Tractor Tires
Hydraulic Door
$98,051.00

(Picture For Representation Only)



(Just Under 26' Reach and is capable of rotating forward and mowing by the front tire)

Quote Price Delivered to Your Location With a 2 Year/2000 Hour Warranty on Tractor $224,275.00

Or

$226,715.00 With a 5 Year/1500 Hour Extended Powertrain Warranty on Tractor

Payment Options:
1) Check received at time of delivery. No additional fee
2) Invoiced after delivery. No additional fee if paid by check within 30 days.
3) Credit Card payments. 3% of total amount billed to card over $1,000 will be added onto the total purchase amount.
4) All options are non-tax

Please reach out if you need any additional information.
We appreciate your time and consideration!

Sincerely,
Davido Tucker

Quote expires 1/31/25

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-600 – Amending Chapter 114, Traffic, Article III, Operation of Vehicles.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-600

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 114 of the City Code relating to traffic by adopting an ordinance to mirror state statute RSMo section 304.822.

BACKGROUND
The state of Missouri adopted statute 304.822 on August 28, 2023. The statute prohibits Electronic Communication Device use while driving. This statute allows for the imposition of fines for violating the statute, effective January 1, 2025. Missouri Department of Transportation encourages municipalities to adopt ordinances mirroring this statute to mitigate traffic crashes and increase safety for motorists and pedestrians and staff feels that this requirement could be needed to get MODOT grant funding in the future. In addition, staff feels that the passage of the ordinance is good for the increasing vehicle and pedestrian safety.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2025-600 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic, Article III, Operation of Vehicles, by enacting Division 6, Sections 114-351 through 114-357, for the purpose of adopting the "Siddens Bening Hands Free Law;" prohibiting the use of electronic communication devices while driving; and,

WHEREAS, the City Council for the City of Joplin, Missouri, deems it necessary, desirable, advisable, and in the public interest to prohibit dangerous distracted behaviors while driving to promote safety on our roadways, reduce motor vehicle accidents, and prevent unnecessary deaths; and,

WHEREAS, the proposed ordinance mirrors Revised Statute of Missouri 304.822 effective on January 1, 2025, and specifically enumerates all necessary definitions, prohibitions, exceptions, and penalties required for uniform enforcement; and,

WHEREAS, the Missouri Department of Transportation requires passage of such an ordinance in order to receive certain grant funding in the future; and

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

Section 1. That Chapter 114, Traffic, Article III, Operation of Vehicles, Division 6 Section 114-321 through Section 114-327, are enacted as follows

"DIVISION 6. - ELECTRONIC DEVICES PROHIBITED WHILE DRIVING; SIDDENS BENING HANDS FREE LAW

Section 114-351. Generally.

This section shall be known as the "Siddens Bening Hands Free Law".

Section 114-352. Definitions.

As used in this section, the following terms shall mean:

(1)"Commercial motor vehicle", the same meaning as is ascribed to such term in RSMo. 302.700;

(2)"Electronic communication device", a portable device that is used to initiate, receive, store, or view communication, information, images, or data electronically.

(a) Such term shall include but not be limited to: cellular telephones; portable telephones; text-messaging devices; personal digital assistants; pagers; broadband personal communication devices; electronic devices with mobile data access; computers, including but not limited to tablets, laptops, notebook computers, and electronic or video game systems; devices capable of transmitting, retrieving, or displaying a video, movie, broadcast television image, or visual image; and any substantially similar device that is used to initiate or receive communication or store and review information, videos, images, or data.

(b) Such term shall not include: radios; citizens band radios; commercial two-way radio communication devices or their functional equivalent; subscription-based emergency communication devices; prescribed medical devices; amateur or ham radio devices; or global positioning system receivers, security, navigation, communication, or remote diagnostics systems permanently affixed to the vehicle;

(3) "Highway", the same meaning as is ascribed to such term in RSMo. 302.010;

(4) "Noncommercial motor vehicle", the same meaning as is ascribed to such term in RSMo. 302.700;

(5) "Operating", the actual physical control of a vehicle;

(6) "Operator", a person who is in actual physical control;

(7) "School bus", the same meaning as is ascribed to such term in RSMo. 302.700;

(8) "Voice-operated or hands-free feature or function", a feature or function, whether internally installed or externally attached or connected to an electronic communication device, that allows a person to use an electronic communication device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

Section 114-353. Use of Handheld Electronic Device Prohibited While Driving.

Except as otherwise provided in this section, while operating a noncommercial motor vehicle or commercial motor vehicle on any highway or property open to the public for vehicular traffic in this state, no operator shall:

(1) Physically hold or support, with any part of his or her body, an electronic communication device;

(2) Write, send, or read any text-based communication, including but not limited to a text message, instant message, email, or social media interaction on an electronic communication device. This subdivision shall not apply to operators of a noncommercial motor vehicle using a voice-operated or hands-free feature or function that converts the message to be sent as a message in a written form, provided that the operator does not divert his or her attention from lawful operation of the vehicle;

(3) Make any communication on an electronic communication device, including a phone call, voice message, or one-way voice communication; provided however, that this prohibition shall not apply to use of a voice-operated or hands-free feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on an electronic communication device;

(5) Manually enter letters, numbers, or symbols into any website, search engine, or application on an electronic communication device;

(6) Watch a video or movie on an electronic communication device, other than watching data related to the navigation of the vehicle; or

(7) Record, post, send, or broadcast video, including a video conference, on an electronic communication device, provided that this prohibition shall not apply to electronic devices used for the sole purpose of continually monitoring operator behavior by recording or broadcasting video within or outside the vehicle.

Section 114-354. School Bus Drivers – Prohibited Devices.

The operator of a school bus shall not use or operate an electronic communication device

while the school bus is in motion unless the device is being used in a similar manner as a two-way radio to allow live communication between the operator and school officials or public safety officials. The operator of a school bus shall not use or operate an electronic communication device or a two-way radio while loading or unloading passengers.

Section 114-355. Exceptions.

This section shall not apply to:

(1) Law enforcement officers or operators of emergency vehicles, as such term is defined in RSMo. 304.022, who are both using the electronic communication device and operating the emergency vehicle in the performance of their official duties;

(2) Operators using an electronic communication device for the sole purpose of reporting an emergency situation and continuing communication with emergency personnel during the emergency situation;

(3) Operators of noncommercial motor vehicles using an electronic communication device solely through a voice-operated or hands-free feature or function;

(4) Operators of commercial motor vehicles using a voice-operated or hands-free feature or function, as long as the operator remains seated and is restrained by a seat belt as required by law;

(5) Operators of commercial motor vehicles reading a message displayed on a permanently installed communication device designed for a commercial motor vehicle with a screen that does not exceed ten inches tall by ten inches wide in size;

(6) Operators using electronic communication devices while the vehicle is lawfully stopped or parked;

(7) Commercial motor vehicles that are responding to a request for roadside assistance, when such response is conducted by a motor club as defined in RSMo. 385.450 or a towing company as defined in RSMo. 304.001;

(8) The use of an electronic communication device to relay information between a transit or for-hire vehicle operator and that operator's dispatcher, provided the device is mounted or affixed to the vehicle;

(9) The use of an electronic communication device to access or view a map for navigational purposes;

(10) The use of an electronic communication device to access or listen to an audio broadcast or digital audio recording; or

(11) The use of an electronic communication device to relay information through a transportation network company's digital network to a transportation network company driver, provided the device is mounted or affixed to the vehicle.

Section 114-356. Penalties.

(1) Except as otherwise provided in this subsection, violation of this section shall be an infraction. Penalties for violations of this section shall be as provided in this subsection. Prior convictions shall be pleaded and proven in the same manner as required under RSMo. 558.021.

(2) For a conviction under this section where there is no prior conviction under this section within the preceding twenty-four months, the court shall impose a fine of up to one hundred fifty dollars.

(3) For a conviction under this section where there is one prior conviction under this

section within the preceding twenty-four months, the court shall impose a fine of up to two hundred fifty dollars.

(4) For a conviction under this section where there are two or more prior convictions under this section in the preceding twenty-four months, the court shall impose a fine of up to five hundred dollars.

(5) For a conviction under this section where the violation occurred in a work zone when workers are present, as such terms are defined in RSMo. 304.580, or for a conviction under this section where the violation occurred in an area designated as a school zone and marked in any way that would alert a reasonably prudent operator to the presence of the school zone, the court shall impose a fine of up to five hundred dollars.

(6) A violation of this section while operating a commercial motor vehicle shall be deemed a serious traffic violation, as such term is defined in RSMo. 302.700, for purposes of commercial driver's license disqualification under RSMo. 302.755.

Section 114-357. Miscellaneous Provisions.

(1) A law enforcement officer who stops a noncommercial motor vehicle for a violation of this section shall inform the operator of the operator's right to decline a search of their electronic communication device. No warrant shall be issued to confiscate or access an electronic communication device based on a violation of this section unless the violation results in serious bodily injury or death.

(2) A violation of this section shall not be used to establish probable cause for any other violation.

(3) The provisions of this section shall be subject to the reporting requirements set forth in RSMo. 590.650.

(4) No person shall be stopped, inspected, or detained solely for a violation of this section."

Section 2. That this division of ordinances shall be in full force and effect from the day after its passage.

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

_____
Keenan D. 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 2025-601– approving a purchase order for a remote dispatch console from Motorola Solutions, Inc.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Emergency Communications

ATTACHMENTS
CB2025-601 Ordinance; Motorola Solutions, Inc. Quote, Motorola Sole Source Letter.

REVIEWED BY
Dept. Head: Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a purchase order between the City of Joplin, Missouri and Motorola Solutions Inc. for the purchase of a budgeted remote dispatch console.

BACKGROUND
The City of Joplin has been utilizing Motorola consoles for public safety. The current 2024-25 fiscal year budget contains the purchase of a remote dispatch console and was approved by council.

FUNDING SOURCE
These payments are included in the FY 2024-25 Emergency Communications Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Telephone: 1847-576-5000
Fax: 1312 614 4295

December 10, 2024

City of Joplin
303 E 3rd St, Joplin,
MO 64801

To Whom it May Concern,

This letter is in reference to the purchase City of Joplin is looking to make for an MCC7500E Remote Dispatch Console for the Public Safety Radio System.

The City of Joplin radio system is a Motorola Solutions ASTRO system. This system was competitively bid and awarded to Motorola Solutions for a citywide mission critical communications for public safety users. The MCC7500E Remote Console proposal is adding onto this existing system and assets.

The Jasper County Emergency Services Radio System, Springfield-Greene County Zone 4 Radio System and Missouri Statewide Radio System are all Motorola Solutions ASTRO systems. Additionally, the MCC7500E Remote Dispatch proposal is adding onto the assets that the City of Joplin already owns with your RF Radio Sites and existing Radio Dispatch Consoles.

In addition, this infrastructure has been competitively bid and the discounts from the Missouri State Contract have been applied to the proposal. The contract discounts can be found on Missouri Contract # CT182780001.

If you have any further questions please contact your Motorola Account Manager Tyler Green at 816-240-3668 or tyler.green1@motorolasolutions.com.

Sincerely,

Michael Skalitzky
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

Proposal

City of Joplin

MCC7500E Remote Dispatch Console

December 2, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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PS-000175414

Motorola Solutions, Inc.
500 W. Monroe St.
Chicago, IL 60661

December 2, 2024

Cheryl Konarski
Public Safety Communications Manager
City of Joplin
303 E 3rd St
Joplin, MO 64801

RE: MCC7500E Remote Dispatch

Console

Dear Ms. Konarski,

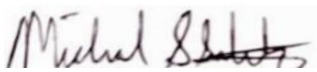
Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Joplin, MO with quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal includes the addition of one new MCC7500E Remote Dispatch Console position along with System Integration Services and First Year Warranty Services. As the leading provider of mission critical public safety communications in the State of Missouri and throughout the United States, Motorola Solutions understands the daily operations and challenges that first responders face.

This proposal is based on the terms and conditions of the Communications Systems and Services Agreement, (collectively the "CSSA') or a negotiated version thereof and remains valid for a period of 90 days. The City of Joplin may accept this proposal by delivering to Motorola the CSSA signed by an authorized signatory.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Any questions the City of Joplin has regarding this proposal can be directed to Tyler Green, Account Manager (tyler.green1@motorolasolutions.com).

Sincerely,



Michael Skalitzky
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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Section 1

Solution Description

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E remote dispatch console to provide City of Joplin with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The consoles provide City of Joplin with sophisticated network management and easy migration to future capabilities.

City of Joplin is requesting one (1) MCC 7500E remote dispatch position to be located outside the Radio Network Infrastructure (RNI) in the Customer Enterprise Network (CEN). The new remote MCC 7500E console will communicate with the ASTRO25 system via the proposed PRX 7000 Proxy, which will be installed in the existing PSAP backroom.

1.1 Dispatch Console Configuration

The proposed solution includes the following equipment:

- One (1) Remote MCC 7500E Operator Position with the following:
  - Advanced Conventional Operation
  - Trunking Operation
  - Up to 160 On-screen Resources
  - Instant Recall Recorder (IRR)
  - One (1) ZBook Laptop
  - Two (2) Desktop Speakers
  - One (1) Desk Microphone
  - One (1) Noise Cancelling Headset with PTT Base
  - One (1) Dual Pedal Footswitch
- PRX 7000 Proxy

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

1.1.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch. The included components are described below.

Personal Computer (PC) - Laptop

The personal computer included with the remote dispatch position is a ZBook 15 G10 Laptop that is Windows-based and certified by Motorola Solutions.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with the remote dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

The remote dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

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1.1.2 MCC 7500E Remote Console Unit Infrastructure

The MCC 7500E Console offers traditional installation within the confines of the ASTRO Network as well as an option to configure the console to operate outside of the ASTRO network. The proposed MCC 7500E consoles will be configured on the CEN as a remote dispatch position.

The MCC 7500E supports firewall controlled access into the ASTRO network via remote Virtual Private Network (VPN) operation over a public network (internet). Re-use of the existing City of Joplin's VPN system is supported, allowing them to continued access to personal network sites and files while managing Radio Dispatch operations. For MCC 7500E Ops outside the RNI, the amount of time a user can be logged in and use dispatch resources may be limited depending on customer's VPN timeout parameters.

When deploying the MCC 7500E Console outside of the RNI, three things are required that must reside at the console site on the RNI. This proposal assumes the usage of existing MCC 7500 Link OP consoles inside the RNI and existing Control Room CEN for remote MCC7500E Op Position. It is important to note that failure of these components results in loss of communication for the remote operator position.

1.1.2.1 PRX7000 Server

- Performs gatekeeper function for the number of connections into the RNI.
- Translates voice packets from Unicast (used outside the RNI) to Multicast (used inside the RNI).
- Hunts across multiple proxies for available connections.
  - Each remote console counts as one connection.
  - Each instance of Console Proxy Software supports 1 to 10 console connections.
  - Console Proxy Software must reside inside the RNI.
  - A total of 50 console connections (5 Proxies) are permitted per console site

1.1.2.2 Connecting Console (Link OP)

- To allow access to the ASTRO25 network, an MCC 7500E console must reside inside the RNI and remain active to serve as a link op to remote operators. This op need not be actively staffed but must be in continuous operation.
- For redundancy, two connecting consoles residing on the RNI are recommended.

1.1.2.3 Control Room Firewall

- The Control Room Firewall protects the ASTRO Network from unauthorized access.
- The firewall will allow the remote MCC 7500E position outside the RNI to talk to the City of Joplin Core.
- The control room firewall is configured to only allow dispatch console related traffic to and from the CEN.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

- The control room firewall communicates with the CEN interior gateway using Internet Protocol version 4 (IPv4).
- The control room firewall is the demarcation point for the ASTRO Network.

1.1.3 Network Requirements (For Remote MCC 7500E Console)

- Bandwidth requirements – At least 35 kbps per audio stream (or 70 kbps per audio resource).
- Network jitter allowed – 131 ms
- Dropped packets allowed – 1% packet loss
- Maximum delay – Latency between the console site where proxy is to be installed and the core – lowest latency site link to the core (RF Site or Console Site) < 10 ms

1.2 Assumptions

- All existing sites or equipment locations will have sufficient floor and rack space available for the Motorola provided/described equipment.
- All existing sites meet R56 standards for grounding.
- Any site/location upgrades or modifications are the responsibility of the City of Joplin or the site owner.
- The existing system is certified design and at ASTRO System release 2021.1.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- The existing backup power source at the dispatch site is capable of handling additional equipment proposed.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of City of Joplin.
- Spare equipment is not included in the scope of this project.
- The proposed remote positions will utilize the existing City of Joplin PSAP backroom equipment, including an existing Control Room Firewall. It is assumed all backroom equipment is active and operational. It is also assumed that there is sufficient rack space, power source to install PRX 7000 Proxy.
- The PRX 7000 Proxy PC will utilize the existing KVM.
- The network connection between the remote position and the main PSAP will be provided by the customer (link has to meet the Network Requirements outlined above).

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Section 2

Diagrams

Provided on the pages that follow:

Use or disclosure of this proposal is subject to the restrictions on the cover page.
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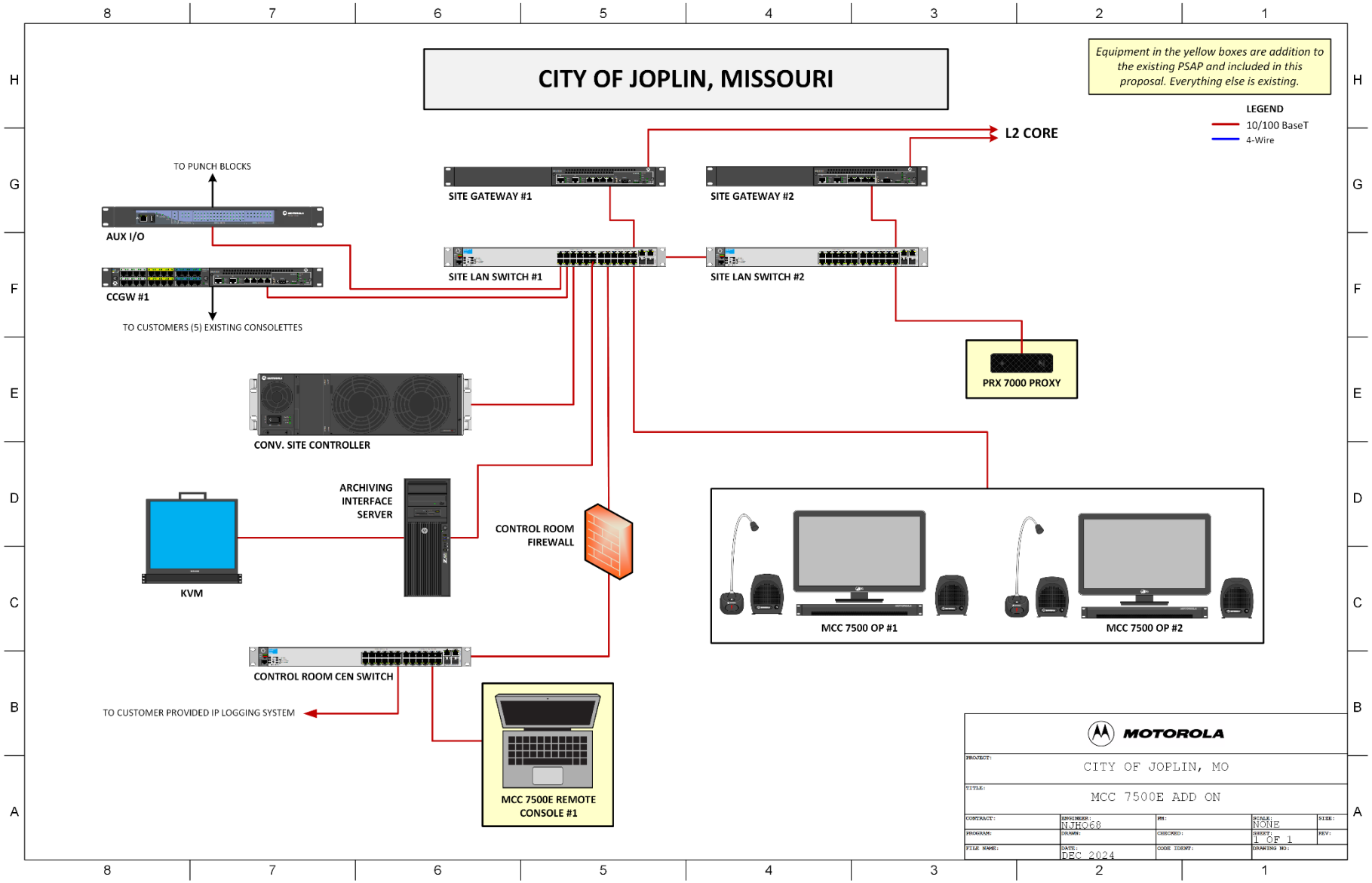
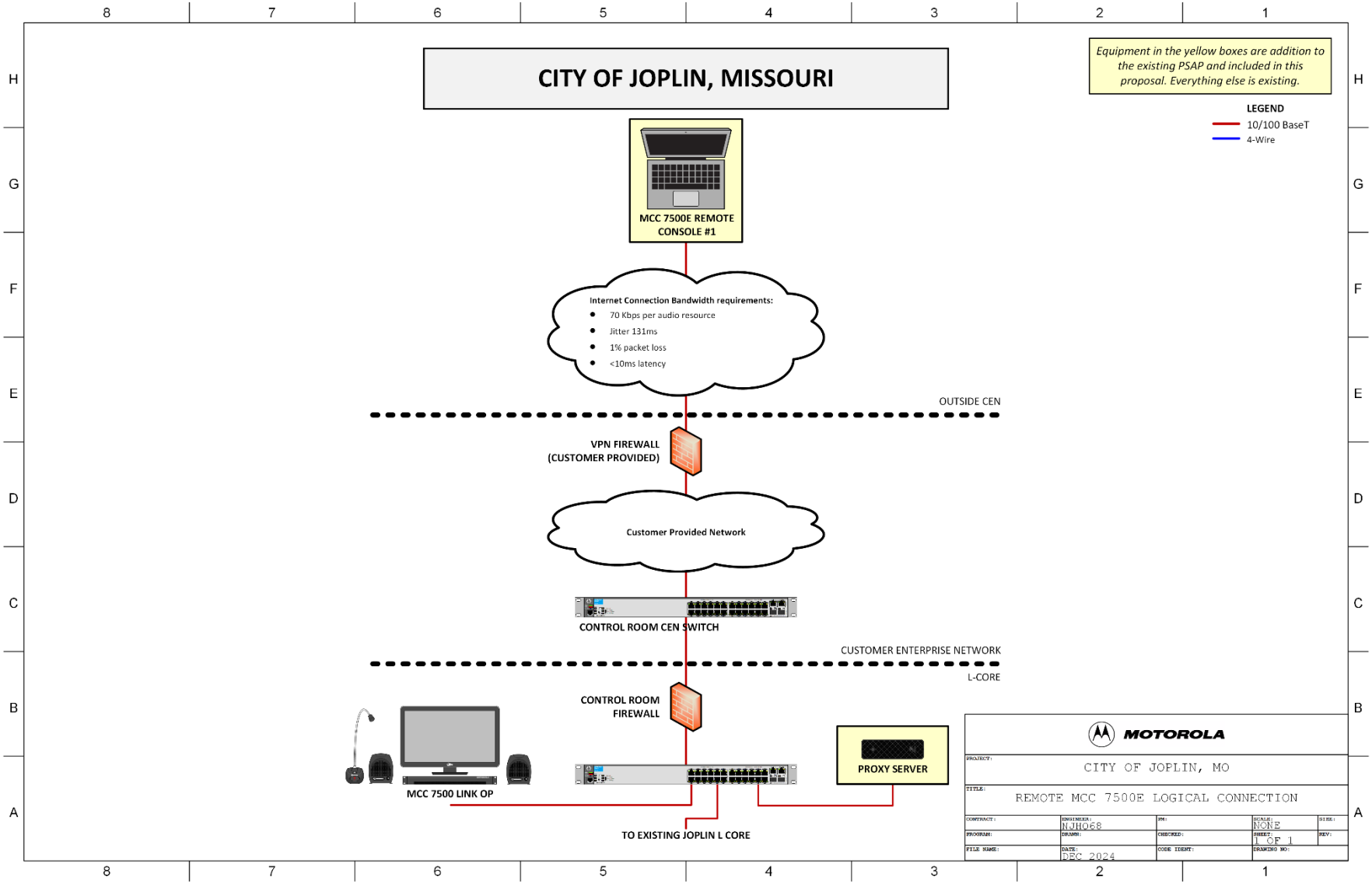

CITY OF JOPLIN, MISSOURI
Equipment in the yellow boxes are addition to the existing PSAP and included in this proposal. Everything else is existing.
LEGEND
10/100 BaseT
4-Wire
L2 CORE
TO PUNCH BLOCKS
AUX I/O
CCGW #1
TO CUSTOMERS (5) EXISTING CONSOLETTES
SITE GATEWAY #1
SITE GATEWAY #2
SITE LAN SWITCH #1
SITE LAN SWITCH #2
PRX 7000 PROXY
CONV. SITE CONTROLLER
ARCHIVING INTERFACE SERVER
KVM
CONTROL ROOM FIREWALL
MCC 7500 OP #1
MCC 7500 OP #2
CONTROL ROOM CEN SWITCH
TO CUSTOMER PROVIDED IP LOGGING SYSTEM
MCC 7500E REMOTE CONSOLE #1
MOTOROLA
PROJECT: CITY OF JOPLIN, MO
TITLE: MCC 7500E ADD ON
ENGINEER: NJHO68
SCALE: NONE
SHEET: 1 OF 1
DRAWN:
CHECKED:
DATE: DEC 2024
CONTRACT:
PROGRAM:
FILE NAME:
PM:
CODE IDENT:
DRAWING NO:
SIZE:
REV:

Diagrams


CITY OF JOPLIN, MISSOURI
Equipment in the yellow boxes are addition to the existing PSAP and included in this proposal. Everything else is existing.
LEGEND
10/100 BaseT
4-Wire
MCC 7500E REMOTE CONSOLE #1
Internet Connection Bandwidth requirements:
70 Kbps per audio resource
Jitter 131ms
1% packet loss
<10ms latency
OUTSIDE CEN
VPN FIREWALL (CUSTOMER PROVIDED)
Customer Provided Network
CONTROL ROOM CEN SWITCH
CUSTOMER ENTERPRISE NETWORK
L-CORE
CONTROL ROOM FIREWALL
PROXY SERVER
MCC 7500 LINK OP
TO EXISTING JOPLIN L CORE
MOTOROLA
CITY OF JOPLIN, MO
REMOTE MCC 7500E LOGICAL CONNECTION
NONE
1 OF 1
DEC 2024

Diagrams

Section 3

Motorola provided Equipment

LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION
1	-	877	1	SQM01SUM0323A	ASTRO MASTER SITE
1	a	877	1	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
1	b	877	1	CA01316AA	ADD:UNC ADDTL DEVICE LIC (QTY 10)
1	c	877	1	CA03517AD	ADD: CORE EXPANSION
2	-	244	1	B1948A	MCC 7500E DISPATCH POSITION LICENSES
2	a	244	1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	b	244	1	UA00653AA	ADD: BASIC CONSOLE OPERATION LICENSE
2	c	244	1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION LICENSE
2	d	244	1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION LICENSE
2	e	244	1	UA00658AA	ADD: SECURE OPERATION LICENSE
2	f	244	1	UA00659AA	ADD: ADP--AES--DES-OFB SOFTWARE ALGORITHMS
2	g	244	1	UA00661AA	ADD: ENHANCED IRR OPERATION LICENSE
2	h	244	1	UA00254AA	ADD: PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
3	-	443	1	BVN6079A	SOFTWARE,PRX 7000 PROXY APPLICATION SW DVD
4	-	207	1	DDN2825A	USB HEADSET BASE WITH PTT
5	-	229	1	DDN1396A	USB DUAL ACTION FOOTSWITCH W/INPUT JAKC KINESIS PART # FS22AJ-JSB
6	-	708	2	DSF2B56AA	USB EXTERNAL DVD DRIVE
7	-	708	1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
8	-	706	1	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
9	-	708	1	TT4581A	Z BOOK G10 LAPTOP
10	-	229	1	DDN9748A	19 INCH BLACK SHELF
11	-	443	1	BVN6079A	SOFTWARE,PRX 7000 PROXY APPLICATION SW DVD
12	-	708	1	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
13	-	708	2	T8742A	MCAFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
14	-	877	2	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
15	-	754	1	B1951B	MICROPHONE, DESKTOP, USB
15	a	754	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
16	-	754	2	B1952B	SPEAKER, DESKTOP, USB
16	a	754	2	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
16	b	754	2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
16	c	754	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
17	-	244	1	B1949A	MCC 7500E SOFTWARE DVD

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Section 4

Statement of Work

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to the City of Joplin (Customer), and the tasks to be performed by Motorola Solutions, its subcontractors, and the City of Joplin.

Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Ottawa P.D.

This SOW is a working document that may be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any change orders that may occur during the execution of the project

4.1 General Project Standards and Guidelines

Motorola Solutions takes great care in designing our radio systems to meet or exceed the needs and safety of the users and the applicable industry standards. Motorola Solutions' end user equipment also exceeds many of the Military Standards for harsh environments. When shipping products and installing radio equipment, Motorola Solutions meets all the legally required standards and regulations.

4.1.1 Quality Management and Standards

It is the policy of Motorola Solutions to produce and provide new products and services of the highest quality in every aspect of project lifecycle, system design, manufacturing, procurement, installation/implementation, and system warranty and maintenance.

All work will be performed consistent with high quality commercial practice and in accordance with Motorola Solutions' Quality Standards for Fixed Equipment Installations and all applicable manufacturer installation and maintenance manuals.

All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations.

4.1.2 Permission to Proceed

Motorola Solutions or our subcontractors shall not proceed with any site work without the Customer's written approval to proceed.

Motorola Solutions understands no work requiring applicable drawings, permits, regulatory approvals, or other applicable information shall commence without Customer's approval to proceed.

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4.1.3 Equipment Labeling

Motorola Solutions shall label all Motorola Solutions provided and installed network, data, and audio cables end-to-end.

4.1.4 Site Cleanup

Motorola Solutions and its subcontractors shall clean-up and remove from the work site all rubbish and construction debris, resulting from their own work at all times. The entire job site areas shall be left clean and free of trash, debris, scrap materials, and excess materials resulting from equipment installations.

4.1.5 Change Orders

Either Party may request changes within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

4.2 Pre-Installation Phase

4.2.1 Project Kickoff/Detailed Design Review

Shortly after an executed contract, Motorola Solutions and the Customer Project Teams shall schedule a detailed design review at Customer provided meeting location. Motorola Solutions shall present in detail all documents and services included in the final contracted solution. Motorola Solutions will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or ‘locked down’ when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola Solutions. Once signed by both parties and any subsequent changes shall be captured again via the change order process as described below.

Final Design Milestone: Motorola Solutions and Customer sign a milestone completion certificate acknowledging design is final. Ordering of equipment shall now commence.

4.2.2 Equipment Shipment and Storage

All Motorola Solutions provided Equipment will be shipped to a Customer provided local storage/warehouse. Motorola Solutions will be responsible for shipment tracking, inspections, inventory, and, if necessary, processing of equipment returns/replacements resulting from physical damages upon arrival (DOA). Customer shall be responsible for receiving of equipment and storing in a safe secure area.

Product Ship Acceptance Milestone: Motorola Solutions and Customer sign a milestone completion certificate acknowledging that all Motorola Solutions provided equipment have been received, inventoried, and inspected for acceptance and returned/replaced resulting from any DOA.

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4.2.3 Cutover and Acceptance Test Plans

Once the Design Review is complete a critical step is developing comprehensive cutover and acceptance testing plans. The acceptance test plan (ATP) covers testing of all included features and functions for the installed equipment in order to verify that the solution operates according to its design and the Customer's satisfaction. Motorola Solutions will develop and present a preliminary ATP and review in detail with the Customer. Both parties shall agree to a final ATP prior to scheduling an ATP at the appropriate time. Motorola Solutions will be responsible for documenting and distributing the final ATP. Both parties will sign the ATP acknowledging completion and passing of all tests.

The cutover plan details out the timeline of critical events or steps that will guide the collective responsibilities of both Motorola Solutions and Customer leading up to, during, and following the actual transition from the Customer's current technology to the newly installed technology. Motorola Solutions and the Customer shall meet as needed to discuss and develop a mutually agreed to cutover plan. Motorola Solutions will be responsible for documenting and distributing the final cutover plan.

4.3 Installation Cutover Phase

Installation of equipment shall not commence until both parties agree on installation dates and times.

Installation of the new equipment shall be done in accordance with the approved cutover plan.

4.4 Dispatch Console Equipment

4.4.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Pick-up, deliver, and install Motorola provided equipment in Customer provided equipment desktop space.
  - The new equipment will be connected to the Customer provided fiber network and demarcation point.
  - It is standard practice for Motorola to conduct a 24 hour test of the link prior to connecting the new equipment. Motorola will notify the Customer of any issues that should be corrected prior to connecting the new dispatch console equipment.
  - Equipment will be installed in Customer provided or existing rack(s)
- Provide and install appropriate voice/data cable from new Proxy Server to existing LAN switch.
  - It is assumed the server and switch will be installed in the same rack and/or equipment room, or in the same room with Customer provided cable tray(s).
- Plug new equipment to Customer provided electrical outlets.
- Properly install and ground all new equipment to existing site/rack ground system.
- Prepare all new equipment for final acceptance testing with Customer.
- Perform Acceptance Testing with Customer to confirm equipment operates as designed.
- Implement approved cutover plan (determined by Motorola and Customer during implementation phase).

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- Administer safe work procedures for installation.
- Provide final as-built documentation and diagrams of newly installed equipment.
- Provide 1st year warranty support services as described in the Warranty Maintenance section.

4.4.2 Customer Responsibilities

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Joplin vendors or contractors.
- Where applicable, provide equipment floor/desktop space, cable support/tray(s), and wall penetrations.
- Provide adequately sized main and back-up power sources (i.e. generator, UPS).
- Provide adequately sized network connection between the remote position and the main PSAP (link has to meet the Network Requirements outlined in Section 1.1.3).
- Providing all the equipment and installation of the Fiber connection between the two PSAP's.
- See diagrams for Customer provided or existing equipment.

4.5 Final Acceptance Project Closure

Final system acceptance shall not be deemed successful until all ATP tests pass, all project punchlist items are resolved, all project deliverables are complete, and the Customer and Motorola Solutions mark the event by signing and dating the **Final System Acceptance milestone** certificate.

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Section 5

Maintenance Support

5.1 Motorola Solutions Warranty Support

Motorola Solutions has over 85 years of experience supporting Mission–Critical communications for public safety and public service agencies. Motorola Solution's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

MOTOROLA 1st YEAR WARRANTY SUPPORT

Motorola's standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition, the new equipment will be aligned with your existing maintenance agreement during the 1st year warranty support period. System warranty starts upon final acceptance or beneficial use, whichever comes first.

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5.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola will need to seek alternate solutions in the case of invalid assumptions.

- A Performance Bond is not required.
- Union Labor is not required, therefore not included in this quote.
- Prevailing Wages are not required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.

  Electrician services are not included.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.

  Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- All Communication Sites can be accessed with a 4 wheel drive vehicle. Anything beyond the use of a 4 wheel drive vehicle will require a change order to capture the additional cost.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Approved FCC licensing is responsibility of <<Joplin City>>.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Portable and mobiles used for testing will be provided by Customer.
- Training is not included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

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Section 6

Pricing Summary

Description	Price
MCC7500E Remote Dispatch Console (1), System Integration, and 1st Year warranty support.	$127,733
Missouri State Contract Discount	($13,605)
System Total	**$114,128**

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Section 7

Contractual Documentation

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Joplin ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A "Motorola Software License Agreement"
Exhibit B "PAYMENT"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which

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Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the

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performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola

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Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in

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Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the

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recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is stated in the Proposal. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

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Name:_____

Address:_____

Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____

Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____

Address:_____

Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

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10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty

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claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle

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the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's

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liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take

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reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use,

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host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as

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an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any

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issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**City of Joplin**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and Wayne County, IA (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and

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non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to

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Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with

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functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of

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"commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an

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evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

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COUNCIL BILL NO. 2025-601 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Motorola Solutions, Inc. in the amount of One Hundred Fourteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 Dollars ($114,128.00) for the purchase of a remote dispatch console; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, and setting an effective date.

WHEREAS, Motorola Solutions is the sole source provider of the City of Joplin public safety consoles by Missouri State Contract; and,

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a remote dispatch console by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc. covering the purchase of a remote dispatch console, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on January 22, 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 2025-602– Police Replacement Vehicle Purchase.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-602.

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 two (2) Chevy Tahoe's as replacement Police Vehicles at a total cost of $108,420.00.

BACKGROUND
This allows for the purchase of 2 replacement police vehicles that were approved in the normal budgetary process as approved by Ordinance 2024-151 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 Police Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2025-602 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Eight Thousand Four Hundred Twenty Dollars and No Cents ($108,420.00) for the purchase of two (2) replacement 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 CC240138005; and,

WHEREAS, in the FY 2024-2025 budget process, the Council approved and budgeted funds to cover the purchase of replacement Chevy Tahoe Police Vehicles by Ordinance 2024-151 on October 21, 2024.

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 two replacement Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on January 22, 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 2024-403 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
December 16, 2024

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2024 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

HMIS Participation has increased in the last program year in accordance with the Homelessness Strategic Plan. Most notably, Souls Harbor has been receiving training in the HMIS system, a critical point of contact with the population.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B24MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2024 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2024-403 Ordinance
2024 Homeless Coalition Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2024 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2025 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2024 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of January, 2025 and end on the 31st day of December of 2024.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-24-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1601 S. Wall Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417-782-9899
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises 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 Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the

CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in

violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood

insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of January, 2025

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2025.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2024-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2024 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____ Holly
Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-629 – Approving a Funding Agreement between Regional Commission on Homelessness (RCH) and the City of Joplin

MEETING DATE
December 16, 2024

ORIGINATING DEPT
City Manager's Office

ATTACHMENTS
CB 2024-629 Ordinance; Exhibit "A" Regional Commission on Homelessness Agreement

REVIEWED BY
Department Head: Assistant City Manager: Tony Robyn; Leslie Haase: Finance Director; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a funding and partnership agreement in substantial complete form between the Regional Commission on Homelessness and the City of Joplin in the annual amount of $125,000.00.

BACKGROUND
The purpose of this agreement is to partner with Regional Commission on Homelessness (RCH) and leverage funding to coordinate implementation of homelessness issues and efforts with the partners.

City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $125,000.00 per annum to include salary, benefits, and any operational costs and additional services needed to perform work, funding permitted, in monthly payments.

The term of this agreement shall begin on or about January 1, 2025, and is anticipated to end on January 30, 2030, and shall automatically renew for four (4) additional one (1) year terms, unless notification is given of the intent not to renew by either party in writing, no less than thirty (30) days prior to the date of automatic renewal.

FUNDING SOURCE
This funding is included in the adopted FY 2025 budget.

RECOMMENDATION
Staff recommend approval of this council bill on first reading.

PUBLIC SERVICES AGREEMENT
FOR HOMELESSNESS COORDINATION SERVICES
with the REGIONAL COMMISSION ON HOMELESSNESS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Regional Commission on Homelessness, Inc., hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional homelessness services program director, as substantially described in the *Homelessness Program Director (CoC Program Coordinator)*, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional homelessness coordination and other related services pursuant to the terms of this agreement and generally outlined in the *March 12, 2024, Joplin Community Plan to Address Homelessness*, and

WHEREAS, the Parties, are interested in coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency, selected as most qualified based on full consideration of all factors, preferences, and conditions deemed applicable by "The Parties".

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A within the time specified therein. Specifically, Consultant shall serve as City's professional broker for an initial five-year period. The contract period shall begin on or about January 1, 2025, and is anticipated to end on January 30, 2030.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A for work authorized by City upon monthly presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $125,000.00 per annum to include salary, benefits, and any operational costs and additional services needed to perform work, funding permitted, in monthly payments.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services. Consultants associated financial records will be available upon request by the City as required.

e. Consultant shall fully coordinate its activities in the performance of this contract in collaboration with the Parties, as defined in the executed Partnership Memorandum of Agreement dated _____.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant or assigned third-party partner. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. The consultant may subcontract services to a third-party, but none of the work or services covered by this agreement shall be subcontracted without the written approval of City.

g. Consultant and partners shall report out activities to the City Council of Joplin on a quarterly basis to include a PowerPoint presentation and supporting materials at a regularly scheduled meeting of the City Council. Reports and presentation coordination shall be made with the City Manager, or his designee, and the City Clerk.

2. 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.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. 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.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Homelessness Request for Proposal, and Sharity Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail.

10. 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.

11. 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.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. 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.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's

compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Intentionally omitted.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri
ATTN: CITY MANAGER
602 S. Main St.
Joplin, MO 64801

Regional Commission on Homelessness
ATTN: CHAIRMAN
825 S. Pearl Avenue
Joplin, MO 64801

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.

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

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be

affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

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

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	REGIONAL COMMISSION ON HOMELESSNESS, INC.
_____	_____
Nicholas Edwards, City Manager or designee	By: Dr. Kerry Sachetta or designee Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT A

COMMUNITY PLAN TO ADDRESS HOMELESSNESS

General Statement
The City of Joplin seeks consulting and management level support services through a Public Services Agreement as it relates to the coordination and implementation of the City's *Community Plan to Address Homelessness* (The Plan).

Consultant will provide staff support as it relates to the coordination and implementation of The Plan. Consultant will collaborate, facilitate, and perform a variety of professional-level functions related to homelessness prevention, programs, rapid re-housing options, outreach and community engagement efforts to develop public understanding and support, coordinates closely with partners like the City, Regional Commission on Homelessness, Homeless Coalition service providers, and other related groups.

The City expects the Consultant staff to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all coordination efforts.

Scope of Services

Program Planning

- Consultant will develop staff and resource capacity to collaborate, facilitate, and perform a variety of professional-level functions related to homelessness prevention, programs, rapid re-housing options, outreach and community engagement efforts to develop public understanding and support, coordinates closely with partners of the Regional Commission on Homelessness, Homeless Coalition service providers, and other related groups.
- Collaborates on all related activities to align with the City's Low Income Housing partners, preparation of the City's Annual Action Plan, Community Development Block Grant Work Plan; assists in the development and securing of grants for related City programs.
- Provides leadership and serves as a subject area expert on homelessness matters, providing technical advice to City departments, partners, and agencies. Acts as City liaison to, and builds strong relationships with, City and County officials, the homeless services community, including government agencies, schools, labor organizations, non-

profits, and businesses, as well as entrepreneurial and civic/community groups, regarding issues of homelessness, including recommendations for programs and projects;

- Develops, coordinates and implements programs and policies to address homelessness in the City; coordinates city and partner efforts on the provisions of homeless services with other private and public sector agencies.
- Plans, manages and coordinates the goals, activities, objectives and accomplishments of Joplin's Community Homelessness Strategic Plan, to achieve identified homelessness goals and strategies; provides written analysis, evaluations and recommendations regarding homelessness programs and proposals; monitors progress and makes recommendations for improvements.
- Works with citizen community groups for the proper flow of information as requested or as required by various state, City, federal procedures, policies, regulations or law; determines compliance with various policies, procedures, regulations or law and makes recommendations thereto; assists the Collaborative Entity (Lead Agency) with the annual CoC consolidated application; leverages resources and information for improved metrics and funding.
- Collaborates and coordinates the gathering of metrics and information; organizes and supervises the data collection and reporting processes required for housing and federal programs; analyzes reports, makes recommendations, and takes corrective action as necessary.
- Coordinates and prepares staff reports, special studies, public information, or other related items; makes presentations to City Council, committees or other public or non-profit partners as necessary.
- Maintains a positive attitude towards City and department goals, community, and partners, and performs related work as required.

Timeliness

- Execute the scope of services, metrics, and outcomes in a timely manner.

Compliance/Reporting

- Assist with required data collection and information for reporting to State and Federal agencies, City Council and leadership, and partners and community groups.

Meetings

- Coordinate and attend related meetings in conjunction with and/or on behalf of the City of Joplin. Coordinate efforts of the Community Workgroups toward agreed upon goals.

Technical Assistance

- Coordinate or provide support in any related homelessness best practices and technical assistance needed with City and partners, as needed.

Other support related to implementing the *Community Plan to Address Homelessness* as required by the City.

Homelessness Program Director

Location: Collaborative Applicant Agency
Supervised by: Cooperative Agreement - Collaborative Applicant Agency
Supervises: N/A
FLSA Status: Exempt/Regular/Full-Time
Effective Date: January 1, 2025
Salary Range: TBD

Position Summary
The Homelessness Program Director provides management level support and will work directly with the Regional Commission on Homelessness, City of Joplin staff, County staff, and CoC member agency representatives and stakeholders to assist with the planning, facilitation, implementation, compliance and evaluation of CoC programs, projects and initiatives. The position will be responsible for planning, training, facilitating, and documenting the work of multiple CoC committees and programs. They will work in concert with a variety of partners to ensure all the best practices and priorities of the Community Plan to Address Homelessness and strategies are followed with purpose and intentionality. This position provides administrative support to the Commission while implementing the priorities of the partners. This position will be housed at the Collaborative Applicant/Lead Agency.

Regional Commission on Homelessness
The Regional Commission on Homelessness, Jasper and Newton Counties Homeless Coalition (CoC), and the City of Joplin are committed to the vision of reducing homelessness and its impacts on the Joplin community and region. In coordination with the City of Joplin and the Jasper and Newton Counties Homeless Coalition (CoC), the Regional Commission on Homelessness is helping coordinate the Joplin region's community-wide effort to end homelessness through collaboration, strategy, fundraising, capacity building, and effective stewardship of knowledge and resources. The Commission aims to deliver excellence in system improvement; ensuring effective resource management and data-driven decision-making, while always honoring people and partners.

Skills and Abilities Ability to work with minimal supervision and exercise good judgment; strong verbal and written communication skills and administrative capacity; ability to handle multiple tasks and manage competing demands; critical thinking, problem solving; meeting facilitation; interpersonal skills; business communication; ability to interpret and apply qualitative and quantitative data to achieve outcomes; customer service; standard office computer skills and general website support knowledge. A strong candidate will be collaboration-focused with various facilitation skills, including proposal-based decision making and the ability to co-design across multiple sectors, interests and entities.

Essential Duties/Responsibilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Support the ongoing planning and operating functions of the CoC, consistent with direction from the Commission, the Jasper and Newton Counties CoC Governance Charter and the Federal CoC Interim Rule per 24CFR Part 578, including annual monitoring, coordinated entry and implementation of programming and completion of projects that meet the needs of members and work.
2. Coordinate the scheduling, planning, facilitation and written process documentation of public meetings, committees, and work groups. Serve as administrator of the Commission.
3. Coordinate ongoing disaster preparedness strategy for unsheltered homeless population and disaster preparedness strategy for individuals and families in CoC funded permanent supportive housing.
4. Coordinate special projects including, but not limited to: Point in Time Count(s), sub-population and lived experience initiatives. Coordinate data collection and mapping of populations for support.
5. Coordinate scheduling, planning and facilitation of training opportunities for CoC member agencies and their staff as part of the CoC Training Plan/Training Catalog, as well as other trainings as needed.
6. Coordinate preparation and publication of data reports and other information for community and partners, in partnership with relevant data-related committee/group(s).
7. Liaise with appointed community teams to communicate CoC-related information to members, stakeholders and the community at-large through appropriate media, including the CoC website and other written CoC communications and presentations.
8. Assist with annual HUD CoC Program and other CoC grant application process.
9. Ensure CoC website content is relevant, timely and consistent across partner efforts.
10. Collaborate with Commission members to solicit and document in-kind support and resources toward objectives of the partners. Assist in coordinating Commission activities.
11. Regularly report out progress and activities to partners and City Council quarterly.
12. Other duties as assigned in support of CoC operations.

Education and Experience

Training, education or experience in Human Services, Public Administration, Social Work, or a related field and/or at least five (5) years of professional experience working within the housing, poverty, health or human services delivery system, soliciting resources, including at least two (2) years in connection with relatable CoC activities. Passionate about the mission and able to promote and communicate the philosophy, mission and values of the partners to external and internal stakeholders.

Qualifications/Requirements

- Understanding of the causes and consequences of homelessness at both personal and community levels.
- Demonstrated knowledge of housing, health care and human services programs and their relationship to a broader system.

- Strong oral and written communication skills. Training and public speaking experience is preferred.
- Experience analyzing, interpreting, and expressing quantitative and qualitative data through reports, charting, graphing, and communication to stakeholders.
- Data Analysis and report creation experience is preferred.

- Familiarity with public and private grant programs and grants management (knowledge of HUD housing and homeless assistance programs strongly preferred), private fundraising, and the public policy dynamics that influence those funds and programs; would influence starting pay grade.
- Demonstrated knowledge of online tools and applications.
- Demonstrated knowledge of Microsoft Office and related software.
- Experience messaging and managing website content preferred.
- Ability to balance and prioritize multiple projects simultaneously.
- Experience with HMIS is valued
- Willingness to seek ongoing educational opportunities and maintain current knowledge on emergent and best practice in the field of housing and homelessness response.

Certificates, Licenses, Registrations

- Hold a valid driver license in accordance with State of Missouri Motor Vehicle requirements.
- Ability to use one's personal vehicle for daily duties with reimbursement.

Physical Demands

While performing the duties of this job, the employee is regularly required to communicate in person or by telephone. The employee is frequently required to stand, walk and bend; to use his or her hands to finger, handle or feel objects, tools or controls; and to reach with his or her hands and arms. The employee must also be able to sit for extended periods of time. The employee must occasionally lift and/or move object weighing up to 40 pounds.

Work Environment

The position involves attention to detail and extensive organizational skills. The employee will work as part of a team, as well as interface with partner agency staff, partner agency leadership and funders. The employee will spend significant portions of time in the field working with partner and agencies, as well as in an office setting. This is a full-time position requiring 40 hours per week. Additional hours are occasionally required. Work generally occurs Monday through Friday between 8:00 a.m. and 5:00 p.m. but after hour work or weekend work may be required for various public meetings and activities.

Conditions of Employment

- Satisfactory reference and background investigation checks.
- Completion of a pre-employment drug screening and completion of post-employment drug or alcohol tests upon reasonable suspicion of use.
- Demonstrated computer literacy through successful completion of pre-employment testing may be required.

- Completion of ALL required paperwork prior to reporting to work.
- Participation in payroll electronic deposit.
- Compliance with all required Policies and Procedures.

This job description is not intended to provide, and should not be construed as providing, an exhaustive list of all responsibilities, skills, efforts or working conditions associated with a job. They are meant to be accurate reflections of the principal job elements essential for making fair and informed decisions about the job.

Veterans, Persons of Color and Current or Formerly Homeless Persons are encouraged to apply.

COUNCIL BILL NO. 2024-629 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement and MOA with the Regional Commission on Homelessness for the purpose of coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency and Joplin Homeless Coalition (The Partners) within the Joplin region; identify, aggregate, and direct significant donations, resources, and in-kind services to address the agreed upon homelessness priorities as edified and in annual work plan adopted by The Partners; and, authorizing the City Manager, or designee, to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri and Joplin Regional Commission on Homelessness to assist with coordinating implementation of homelessness issues and efforts within Joplin region, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____

Keenan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney