JOPLIN CITY COUNCIL MEETING
TUESDAY JANUARY 19, 2021
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
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Joplin High School STUCCO Update
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. COVID-19 Needs And Resources Update

      Documents:

      COVID-19 RESOURCES AND NEEDS JAN 2021.PDF
   2. Health Department Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Tom Robertson Requested To Speak On EAS For Joplin Airport.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF
   2. COUNCIL BILL NO. 2021-502

      Documents:

      CB2021-502 SUMMARY.PDF
      CB2021-502 ORDINANCE.PDF
      CB2021-502 EXHIBIT A -AMENDED CID PETITION.PDF
      CB2021-502 MAP OF AMENDED BOUNDARIES.PDF
8. **Consent Agenda**
   1. Minutes Of The January 4, 2021 City Council Meeting

      Documents:

      JAN. 4.PDF
   2. COUNCIL BILL NO. 2021-103
      AN ORDINANCE approving an Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-103.PDF

3. COUNCIL BILL NO. 2021-250

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri.

Documents:

CB2021-250.PDF

4. COUNCIL BILL NO. 2021-251

AN ORDINANCE providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way of Calloway Drive, City of Joplin, Jasper County, Missouri.

Documents:

CB2021-251.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-100

AN ORDINANCE authorizing an agreement by and between the City of Joplin and Emery Sapp and Sons, Inc., for Phase 2 Project 1 Reconstruction of the South 3,000 Feet of Runway 18-36 and Replace Adjacent Runway Lights at the Joplin Regional Airport; and containing an emergency clause.

Documents:

GS 2021-100 EMERY-SAPP CONSTRUCTION AGREEMENT.PDF
EMERY SAPP PHASE 2 PROJECT 1 CONSTRUCTION AGREEMENT.PDF
RUNWAY 18-36 MAP.JPG
BIDTABULATION RECONSTRUCT 18-36.PDF
CB2021-100.ORDINANCE.PDF

2. COUNCIL BILL NO. 2021-101

AN ORDINANCE Authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Second Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2021-101 MODOT AIR SERVICE AGREEMENT EXTENSION.PDF
AIR SERVICE GRANT 2019 SECOND EXTENSION.PDF
CB 2021-101 MODOT AIR SERVICE AGREEMENT SECOND EXTENSION.PDF

3. COUNCIL BILL NO. 2021-102

AN ORDINANCE authorizing the acceptance of a Missouri Department of Transportation (MoDOT) Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2021-102 MODOT AID AGREEMENT AIR SERVICE PROMOTION.PDF
CB 2021-102 MODOT AID AGREEMENT AIR SERVICE PROMOTION.PDF

AIR SERVICE GRANT 2020.PDF

4. COUNCIL BILL NO. 2021-105
AN ORDINANCE authorizing an amendment of Work Authorization AMA-OC20-012 between the City of Joplin and Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Forty Eight Thousand and 00/100 Dollars ($48,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Improvements on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-105 SUMMARY.PDF
CB 2021-105 ALLGIER MARTIN TC UV IMPROVEMENT.PDF
2021 JOPLIN ENGINEERING AMENDMENT 001 TO WORK AUTHORIZATION OC20-012.PDF

5. COUNCIL BILL NO. 2021-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-501 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-501 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-501 SCHEDULE A 2021 BUDGET AMENDMENT.PDF

6. COUNCIL BILL NO. 2021-502
AN ORDINANCE approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and rescinding Ordinance No. 2020-205; and, containing an emergency clause.

Documents:

CB 2021-502 SUMMARY AMEND DEANNEXATION PETITION 32ND STREET PLACE CID.PDF
CB 2021-502 ORDINANCE APPROVING AMENDED DEANNEXATION 32ND STRET PLACE CID.PDF
CB 2021-502 EXHIBIT A AMENDED CID PETITION TO DEANNEX PROPERTY.PDF
CB 2021-502 MAP OF AMENDED CID BOUNDARIES.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-104

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

GS 2021-104 SUMMARY SHEET - CITY SERVICES TRASH.PDF
CB 2021-104 COUNCIL BILL -CITY SERVICES TRASH.PDF
COST ANALYSIS FOR 2020 RFP CITY FACILITIES WASTE COLLECTION.PDF
BID SUMMARY.PDF
CITY OF JOPLIN MUNICIPAL BUILDING PROPOSAL.PDF
JOPLIN MUNICIPAL BUILDINGS CONTRACT 2021 - WCA MARKED CHANGES.PDF

2. COUNCIL BILL NO. 2021-400
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2021-400 AGREEMENT.PDF
CB 2021-400 SUMMARY.PDF
CB 2021-400.PDF

3. COUNCIL BILL NO. 2021-401

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin.

Documents:

CB 2021-401 SUMMARY.PDF
CB 2021-401 BID.PDF
CB 2021-401 INTERVIEW EVALUATIONS.PDF
CB 2021-401 RFP SCORING SHEET.PDF
CB 2021-401 ATA WORK AUTHORIZATION AND SCOPE.PDF
CB2021-401.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Persons requesting to address the City Council should approach the podium when your name is called and state your name clearly for the record. You will have five (5) minutes to speak.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at 12:00 p.m. on this 14th day of January, 2021. (RSMo 610.020)

COVID-19

NEEDS AND RESOURCES

JANUARY 19, 2021

2 COVID-19 POSSIBLE FUTURE SERVICE NEEDS

- Case Investigation/Contact Tracing (current and future)
- Quarantine/Isolation Location outside of Hospital (current and future)
- COVID-19 Testing (future)
- COVID-19 Vaccinations (future)
- COVID-19-related Communications (future)

3 COUNTY CARES FUNDS

- On December 21, 2020 Congress passed the Consolidated Appropriations Act
- President Trump signed the Act on December 27, 2020
- Act extends the deadline to use County CARES funds to December 31, 2021

4 COUNTY CARES FUNDS

- Governor extended the deadline to use County CARES funds to June 30, 2021
- Act does not give additional funding to cities or counties and does not alter the spending flexibility
- Newton County has allocated their total CARES allotment
- City continues to submit eligible reimbursement requests to Jasper County

5 COUNTY CARES REIMBURSEMENT STATUS AS OF 12/28/2020

Request Type	Total Amount Requested	Jasper Co Requested Amount	Jasper Co Amount Approved	Newton Co Requested Amount	Newton Co Amount Approved
COVID Supplies	$223,047.72	$200,356.11	$123,169.77	$22,691.61	$18,541.38
COVID Labor	$510,372.13	$459,365.71	$282,924.00	$51,006.42	$38,543.85
Emergency COVID Sick	$163,149.45	$151,105.64	$9,972.73	$12,043.81	$7,026.28
COVID Time Used	$183,174.11	$175,149.45		$8,024.66	$6,531.89
GRAND TOTAL	$1,079,743.40	$985,976.91	$416,066.50	$93,766.50	$70,643.40

6 POSSIBLE COVID-19 FUNDING SOURCES BEYOND DECEMBER 31, 2020

- Jasper County CARES
- COAG
- ELC
- PHEP
- FEMA

7 POSSIBLE COVID-19 FUNDING SOURCES BEYOND DECEMBER 31, 2020

COAG-Crisis Cooperative Agreement Funds (100% Reimbursement)

- Two allocations for a total of $78,804.96
- 100% for COVID-19 mitigation and response efforts
- Funds must be spent by March 15, 2021

8 POSSIBLE COVID-19 FUNDING SOURCES BEYOND DECEMBER 31, 2020

ELC-Enhanced Laboratory Capacity Funds (100% Reimbursement)

- Final Grant Award Pending
- Total allocation of $71,120
- 100% for COVID-19 mitigation and response efforts
- Funds must be spent by March 2022

9 POSSIBLE COVID-19 FUNDING SOURCES BEYOND DECEMBER 31, 2020

PHEP (100% Reimbursement)

- Final Grant Award Pending
- Total allocation of $10,919.34
- 100% for COVID-19 planning purposes
- Specifically, COVID-related communications as defined in the workplan
- Funds must be spent by June 30, 2021

POSSIBLE COVID-19 FUNDING SOURCES BEYOND DECEMBER 31, 2020

FEMA (75% Reimbursement)

- Emergency Protective Measures for COVID-19 related items
- Can include quarantine and isolation needs
- To date, no deadline given

ESTIMATED COSTS OF FUTURE SERVICE NEEDS

- Current case investigation/contact tracing staff monthly cost approximately $45,000

<u>Future Possible Estimated Needs (costs per month):</u>

- COVID-19 Testing $50,000
- Administer COVID-19 Vaccinations $60,000
- COVID-19 Vaccine Supplies $15,000
- Vaccine Campaign $10,000
- Records Storage $750

12 NEXT STEPS

- Modify case investigation/contact tracing per recommended guidelines through prioritization-City and County already prioritizing this process
- Monitor quarantine/isolation needs, additional testing needs, federal and state vaccination plans and possible funding sources
- Track COVID-19-related expenses and funding sources
- Utilize all COVID funding sources in collective manner by the appropriate deadlines

13 NEXT STEPS

- Needs and resources constantly changing
- Constantly monitor needs vs. available resources
- Be prepared to modify needs based on available resources

THANK YOU!

- QUESTIONS?

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 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
Council Bill 2021-502 – Approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District (CID).

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-502 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Remove Property; Map of Property

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

SUMMARY
This Council Bill approves an amended petition to amend the boundaries and remove property from the 32nd Street Place Community Improvement District (CID).

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted an amended petition to the City to amend the boundaries and remove property from the CID. The amended deannexed property includes that portion of the existing Hammons Boulevard that crosses the site of the proposed Menards store. It has been determined that additional property must be removed from the District to accommodate the location of the proposed Menards store.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to advance this project.

COUNCIL BILL NO. 2021-502 ORDINANCE NO.

AN ORDINANCE approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and rescinding Ordinance No. 2020-205; and, containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under the by virtue of the Constitution and the laws of the State of Missouri; and

WHEREAS, by Ordinance No. 2020-113 adopted by the City Council on August 3, 2020, and in accordance with the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)", the 32nd Street Place Community Improvement District (the "District") was established as a political subdivision of the State of Missouri to fund certain public and private facilities and improvements within the project area, including improvements to Hammons Boulevard, which is currently a private road that intersects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District; and

WHEREAS, on December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the addition of certain property to the District in accordance with the CID Act and as provided in the Amended Petition to Amend Boundaries and Add Property to the District filed with the City Clerk on November 12, 2020; and

WHEREAS, on December 21, 2020, the City Council adopted Ordinance No. 2020-205 ("Deannexation Ordinance") approving the removal of certain property from the District in accordance with the CID Act and as provided in the Petition to Amend Boundaries and Remove Property from the District filed with the City Clerk on October 29, 2020; and

WHEREAS, a portion of the existing northern section of Hammons Boulevard, including its intersection with 32nd Street, is intended to be conveyed to the City and will ultimately be replaced by a new and re-aligned Hammons Boulevard. Upon completion, the Hammons Boulevard improvements will be dedicated to the City; and

WHEREAS, pursuant to Section 67.1441.1 of the CID Act, the owners of property seeking to remove its property from the District signed a petition, which petition was consented to by the District's Board of Directors by Resolution 2020:15 dated December 29, 2020; and

WHEREAS, an Amended Petition to Amend Boundaries and Remove Property from the District was filed with the City Clerk on December 29, 2020, (the "Amended Deannexation Petition"), a copy of the Amended Deannexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Amended Deannexation Petition requests that the City Council amend the District's boundaries by removing the tracts, as legally described and depicted in **Exhibit B** attached hereto (the "Amended Deannexed Property"); and

WHEREAS, the Amended Deannexed Property includes that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store and was annexed into the District by

Ordinance No. 2020-193 dated December 7, 2020, which is legally described as Tract 1 on the attached **Exhibit B**, to enable the District to utilize District funds to assist in the re-alignment of Hammons Boulevard. It has since been determined that the District will not expend any District funds with respect to such Tract 1 and that additional property must be removed from the District to accommodate the location of a proposed Menards store. Accordingly, the Amended Deannexed Property includes the property that is the subject of the original Deannexation Petition, plus the additional property to be removed to accommodate the proposed Menards store when built, all as legally described and depicted on the attached **Exhibit B**;

WHEREAS, once the Hammons Boulevard improvements are complete and accepted by the City, such improvements will be dedicated to the City; and

WHEREAS, the City Clerk verified that the Amended Deannexation Petition substantially complies with the CID Act, submitted the verified Amended Deannexation Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Amended Deannexation Petition were withdrawn within seven (7) days after the Amended Deannexation Petition was filed with the City Clerk; and

WHEREAS, all of the Amended Deannexed Property is located within the City of Joplin; and

WHEREAS, on January 19, 2021, the City Council held a public hearing at which all persons interested in the amendment of the District's boundaries were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Amended Deannexation Petition and amend the District's boundaries by removing the Amended Deannexed Property from the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Amended Deannexation Petition.

Section 2. The City Clerk has verified the Amended Deannexation Petition substantially complies with all submission requirements of the CID Act.

Section 3. The boundaries of the District are further amended to exclude the Amended Deannexed Property in accordance with Section 67.1441.1 of the CID Act and the Amended Deannexation Petition. The boundaries of the District, as amended by the removal of the Amended Deannexed Property, will be contiguous.

Section 4. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all

certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 6. To the extent that Ordinance No. 2020-205 is inconsistent with this Ordinance, Ordinance No. 2020-205 is rescinded. The property removed from the District on a contingent basis by Ordinance 2020-205 is also removed by this Ordinance, except that such property, along with the remainder of the Amended Deannexed Property, is being removed by this Ordinance immediately.

Section 7. This Ordinance relating to the amendment of the District's boundaries to remove the Amended Deannexed Property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The Amended Deannexation Petition needs to be approved to advance the District's project and the boundaries of the District are hereby amended to exclude the Amended Deannexed Property.

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

of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-502

Exhibit A

Amended Petition to Amend Boundaries and Remove Property

Exhibit B

Legal Description and Maps of Property to be Removed

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE

CONTINUING SOUTH 01°29’03” WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52’54” EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56’35” EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36’47” EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37’40” EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22’20” EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53’10” EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01’02” EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25’36” WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34’24” WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25’36” EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07’26” WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36’06” WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43’32” WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49’44” EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50’51” EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40’47” EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20’14” EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12’52” EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25’13” EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18’30” EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34’59” EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11’32” EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

MAPS SHOWING PROPERTY TO BE REMOVED AND FULL BOUNDARY MAP WITH DEANNEXED PROEPRTY REMOVED ATTACHED ON FOLLOWING PAGES

AMENDED PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020
Re-Submitted December 29, 2020

EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF DISTRICT
EXHIBIT B	MAP OF DISTRICT
EXHIBIT C	LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED FROM DISTRICT
EXHIBIT D	MAP OF ADJACENT PROPERTY TO BE REMOVED
EXHIBIT E	LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY REMOVAL
EXHIBIT F	MAP OF DISTRICT AFTER PROPERTY REMOVAL
EXHIBIT G	CID RESOLUTION NO. 2020-15

AMENDED PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("**City Council**") of the City of Joplin, Missouri ("**City**"):

The 32nd Street Place Community Improvement District ("**District**"), which was formed effective August 3, 2020 by Ordinance No. 2020-113 ("**Formation Ordinance**") adopted by the City Council, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo, as amended ("**Act**"). On December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the addition of certain property to the District in accordance with the Act and as provided in the separate Amended Petition to Amend Boundaries and Add Property to the District.

The District was formed to acquire property and to fund certain public improvements, including, among other improvements permitted under the Act, the construction of a re-aligned Hammons Boulevard, which is an existing private road that connects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District, and the construction of three regional detention basins as part of a larger redevelopment project.

The Petition to Amend Boundaries and Remove Property from the District was filed with the City on October 29, 2020 ("Original Removal Petition"). On December 21, 2020, the City Council adopted Ordinance No. 2020-205 approving the contingent removal of certain property from the District pending completion of planned improvements to Hammons Boulevard within the District. The Original Removal Petition contemplated that the District would acquire that portion of the existing Hammons Boulevard that is to be replaced by a new, re-aligned section of Hammons Boulevard. Due to changes in the redevelopment project, it is now anticipated that the City will acquire and own such portion of Hammons Boulevard until the new, re-aligned section of Hammons Boulevard is complete and dedicated to the City.

A portion of the existing Hammons Boulevard that was added to the District by the Annexation Ordinance (and was also the subject of the Original Removal Petition) crosses a tract that is the location of a proposed Menards store, which section of Hammons Boulevard, plus other adjacent property to be removed from the District to accommodate construction of the proposed Menards store, collectively comprise the property to be removed from the District as provided in this amended petition ("**Adjacent Property**"). The Adjacent Property is collectively owned by: (1) JDHQ Land Holding, LLC, a Delaware limited liability company; (2) Arapaho LLC, a Missouri limited liability company; and (3) Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation (individually, each a "**Petitioner**" and, collectively the "**Petitioners**"). The Petitioners desire to remove the Adjacent Property from the District as permitted under the Act.

The District and the Petitioners are filing this Amended Petition to Amend Boundaries and Remove Property from the District to include additional property for removal and to request that

the removal occur earlier than requested in the Original Removal Petition. With this amendment, the District and the Petitioners are seeking to remove a total of approximately 9 acres from the District and for the removal to occur immediately upon approval by the City Council in accordance with the Act.

Removal of the Adjacent Property will facilitate the Hammons Boulevard improvements and allow for maximum site planning flexibility for the construction of a proposed Menards store.

The Petitioners request that the boundaries of the District be amended by removing the Adjacent Property from the District pursuant to Section 67.1441.1, RSMo, which provides that:

Upon the written request of any real property owner within the district, the governing body of the municipality may hold a public hearing for the removal of real property from a district and such real property may be removed from such district by ordinance, provided that:

(1) The board consents to the removal of such property;

(2) The district can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

(3) The public hearing is conducted in the same manner as required by section 67.1431 with notice of the hearing given in the same manner as required by section 67.1431 and such notice shall include:

(a) The date, time and place of the public hearing;

(b) The name of the district;

(c) The boundaries by street location, or other readily identifiable means if no street location exists of the real property proposed to be removed from the district, and a map illustrating the boundaries of the existing district and the real property proposed to be removed; and

(d) A statement that all interested persons shall be given an opportunity to be heard at the public hearing.

Petitioners are the owners of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be removed from the District, and (2) comprise more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be removed from the District.

1. Current Boundaries, Legal Description, and Map of District

The current legal description of the District is attached hereto as **Exhibit A**. A map of the current boundaries of the District is attached hereto as **Exhibit B**. The District is located entirely within the corporate boundaries of the City.

2. Amended Boundaries, Legal Description and Map of District

The Adjacent Property is legally described on the attached **Exhibit C** and a map of the Adjacent Property is attached as **Exhibit D**. The amended legal description of the District without the Adjacent Property is attached hereto as **Exhibit E**. A map of the amended boundaries of the District without the Adjacent Property is attached hereto as **Exhibit F**. The District, including the removal of the Adjacent Property proposed to be removed from the District, is located entirely within the corporate boundaries of the City.

3. Signatures May Not Be Withdrawn

Notice has been provided to all Petition signers that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Formation Petition

Unless otherwise defined in this Petition, all capitalized terms shall have the meaning given to them in the Petition for the Creation of the 32nd Street Place Community Improvement District submitted to the City on June 30, 2020 ("**Formation Petition**").

5. Total Assessed Value of Adjacent Property

The total estimated assessed value of all real property located within the Adjacent Property is approximately $257,693.00.

6. Methods of Financing District Projects and District Services - Sales Tax

Upon the removal of the Adjacent Property from the District, the Adjacent Property shall no longer be subject to the District's projects or the District's sales tax.

7. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

8. Consent of Board of Directors

Consent of the Board of Directors of the District approving the amendment of the District's boundaries by removing the Adjacent Property from the District is necessary under the Act. Upon adoption by the Board of Directors of the District, a copy of the District's resolution consenting to and approving the removal of the Adjacent Property will be attached hereto as **Exhibit G**.

9. Request for Boundary Amendment and Removal of the Adjacent Property

By execution and submission of this Petition, the Petitioners respectfully request that the City Council amend the boundaries of the District by removing the Adjacent Property from the District.

10. No Other Amendments

Except as provided in this Petition, this Petition does not request any other changes or amendments to the Formation Petition.

11. District Obligations

Petitioners state that the District can meet its obligations without the revenues generated by or on the Adjacent Property after removal.

[Remainder of page intentionally left blank; signature pages immediately follow]

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holding, LLC
Owner's Telephone Number	(480) 222-6035
Owner's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Name of Signer	John Casale
Signer's Legal Authority to Sign	Authorized Signatory
Signer's Telephone Number	(480) 222-6035
Signer's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

JDHQ Land Holding, LLC

By: _____
John Casale, Authorized Signatory

Date: December 28th, 2020

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Casale, Authorized Signatory of JDHQ Land Holding, LLC, a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: Nov 3, 2024

AMELIA E VEGA
Notary Public, State of Arizona
Maricopa County
Commission # 590889
My Commission Expires
November 03, 2024

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner (contingent)	Arapaho LLC
Owner's Telephone Number	(573) 365-9440
Owner's Mailing Address	12 Allen Road Eldon, MO 65026
Name of Signer	Garry Prewitt
Signer's Legal Authority to Sign	Managing Member
Signer's Telephone Number	(573) 365-9440
Signer's Mailing Address	12 Allen Road Eldon, MO 65026
Type of Entity	Missouri limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

Arapaho LLC

By: _____
Garry Prewitt, Managing Member
Date: December 24, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF MILLER)

BE IT REMEMBERED, that on this 24 day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Garry Prewitt, the Managing Member of Arapaho LLC, a Missouri limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Cynthia Horton
NOTARY PUBLIC

My Commission Expires: 3-13-2022

CYNTHIA HORTON
Notary Public, Notary Seal
State of Missouri
Miller County
Commission # 14592919
My Commission Expires 03-13-2022

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District:

Name of Owner	Victory Ministry and Sports Complex
Owner's Telephone Number	(417) 206-6886
Owner's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Name of Signer	Jack E. Frost
Signer's Legal Authority to Sign	CEO
Signer's Telephone Number	(417) 206-6886
Signer's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Type of Entity	Missouri nonprofit corporation
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc.

By: _____
Jack E. Frost, CEO

Date: December 28, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

ASHLEY NEGRON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 9, 2023
Commission #16907636

BE IT REMEMBERED, that on this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack E. Frost, CEO of Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc., a Missouri nonprofit corporation, who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Ashley Negron
NOTARY PUBLIC

My Commission Expires: Jan. 9, 2023

Owner	Parcel ID	Address	AV 2020 Land Improvements
Victory Ministry	04-4.0-19-000-000-005.014	3405 Hammons Blvd.	$0[1]
JDHQ Land Holding, LLC	04-4.0-19-000-000-005.000	No address assigned	$8,153[2]
Arapaho LLC	04-4.0-19-000-000-005.006	3232 Hammons Blvd.	$249,540.00
	Total		**$257,693.00**

PETITIONERS' PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioners' Property		**$257,693.00**
Total AV Adjacent Property		**$257,693.00**
Percentage of Total AV		**100%**

[1] The Adjacent Property includes a portion of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.014 and such portion of the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Victory Ministry property as a portion of the Adjacent Property is estimated based on an analysis of the assessed value of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County. Because the assessed value of such parcel is $0, the assessed value attributed to the Victory Ministry tract is also $0.

[2] The Adjacent Property includes is a portion of the Petitioner JDHQ Land Holdings, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 and such portion of the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Petitioner JDHQ Land Holding, LLC's property as a portion of the Adjacent Property is estimated based on an analysis of the assessed value of the property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of December, 2020.

_____
Barbara J. Gollhofer
City Clerk

[SEAL]

EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID

INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 114.87 ACRES, MORE OR LESS.

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE

SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 117.25 ACRES, MORE OR LESS.

EXHIBIT B
CURRENT MAP OF DISTRICT

Dec 23, 2020 – 11:20am Plotted By: kbald G:\Shared drives\KC10 – Land Development\Projects\2020\20KC10000 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\3 CID BOUNDARY AFTER ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

3

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C
LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF

99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

EXHIBIT D
MAP OF ADJACENT PROPERTY TO BE REMOVED

Dec 22, 2020 - 11:20am Plotted By: khold G:\Shared drives\KCTO - Land Development\Projects\JO20\JO10011 JD Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\4 CID DE-ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID ANNEXATION



Woodsonia Real Estate Inc

4

WOODSONIA REAL ESTATE INC.

CID DE-ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT E
LEGAL DESCRIPTION OF DISTICT WITH ADJACENT PROPERTY REMOVED

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36°58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG

SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH

01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 108.26 ACRES, MORE OR LESS.

EXHIBIT F
MAP OF DISTICT WITH ADJACENT PROPERTY REMOVED

Dec 22, 2020 – 11:31am Plotted By: khold G:\Shared drives\ACTO – Land Development\Projects\2020\20CT0060 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\5 CID BOUNDARY FINAL AFTER DEANNEX 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY AFTER DEANNEX



5

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(FINAL AFTER DEANNEXATION)
JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A• KANSAS CITY, MO 64145• PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC 62

EXHIBIT G
DISTRICT RESOLUTION

RESOLUTION NO. 2020-15

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND REMOVAL OF ADJACENT PROPERTY FROM THE DISTRICT; AUTHORIZING SUBMISSION OF AN AMENDED PETITION TO CITY OF JOPLIN FOR APPROVAL; AND OTHER ACTIONS RELATED THERETO.

WHEREAS, by Ordinance No. 2020-113, adopted August 3, 2020 ("Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo ("Act"), the City Council ("City Council") of the City of Joplin, Missouri ("City") approved the Petition for Establishment of the 32nd Street Place Community Improvement District ("Petition"), thereby creating the 32nd Street Place Community Improvement District ("District"); and

WHEREAS, the District was formed to acquire property for and to fund certain public improvements, including the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three regional detention basins as part of a larger redevelopment project;

WHEREAS, on December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the **addition** of certain property to the District in accordance with the Act and as provided in the separate Amended Petition to Amend Boundaries and Add Property to the District filed with the City Clerk on November 12, 2020; and

WHEREAS, the current boundaries of the District are legally described on the attached Exhibit A and depicted on the map attached as Exhibit B;

WHEREAS, Hammons Boulevard is an existing private road that connects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District;

WHEREAS, by Resolution No. 2020-09 dated October 28, 2020, the District consented to the removal of certain property from the District as described in the Petition to Amend Boundaries and Remove Property from the District ("Deannexation Petition"), which petition was signed by the owners of such property in accordance with the Act and subsequently filed with the City Clerk on October 29, 2020;

WHEREAS, the property described in the Deannexation Property ("Property to be Deannexed") is a portion of Hammons Boulevard that crosses a tract ("Carved-Out Tract") that was intentionally carved out of the District at the time of its formation and is the site of a proposed Menards store;

WHEREAS, the Deannexation Petition specified that the removal of the Deannexation Property would be contingent upon the completion of the planned Hammons Boulevard improvements;

WHEREAS, in accordance with the Act, the City Council held a public hearing on the Deannexation Petition and the first reading of an ordinance to approve the Deannexation Petition was heard on December 7, 2020;

WHEREAS, the City Council adopted Ordinance No. 2020-205 dated December 21, 2020, approving the removal of the Property to be Deannexed; provided, however, that the effectiveness of such ordinance is contingent upon the completion of the planned Hammons Boulevard improvements;

WHEREAS, since the filing of the Deannexation Petition, Menards has advised the District that its proposed store may be relocated and that such relocation could place all or a portion of its proposed store inside the District, requiring that additional property within the District be removed to ensure that the entirety of the proposed Menards store is located outside of the District when built;

WHEREAS, the Property to be Deannexed, which is legally described as Tract 1 on the attached Exhibit C, plus the additional property to be removed from the District to accommodate the location of the proposed Menards store when built, is collectively defined as the "Adjacent Property", which is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

WHEREAS, the Adjacent Property is collectively owned by: (1) JDHQ Land Holding, LLC, a Delaware limited liability company; (2) Arapaho LLC, a Missouri limited liability company; and (3) Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation (individually, each a "Petitioner" and, collectively the "Petitioners").

WHEREAS, the District and the Petitioners desire to amend the Deannexation Petition in order to remove the Adjacent Property as described and depicted in this Resolution from the District as permitted under the Act;

WHEREAS, Section 67.1441.1, RSMo, provides that, with the consent of the Board of Directors of the District, real property may be removed from the District by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the removal of the real property in the manner provided in Section 67.1431, RSMo, upon proper notice;

WHEREAS, the District is in receipt of the Amended Petition to Amend Boundaries and Remove Property from the District signed by the Petitioners to **remove** the Adjacent Property from the District; and

WHEREAS, the District desires to approve and consent to the further amendment of the District's boundaries by removing the Adjacent Property and to submit the Amended Petition to Amend Boundaries and Remove Property from the District to the City Clerk for approval in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Board of Directors acknowledges receipt of the Amended Petition to Amend Boundaries and Remove Property from the District and the Board of Directors approves and consents to the further amendment of the District's boundaries by removing the Adjacent Property from the District.

2. The Board of Directors finds that the District will be able to meet its obligations without the revenues generated by or on the Adjacent Property after the Adjacent Property has been removed from the District.

3. The Amended Petition to Amend Boundaries and Remove Property from the District is approved in substantially the form presented on this date to the Board of Directors, subject to such changes, additions or deletions as may be deemed necessary or desirable by the District's officers, upon the advice of counsel, to carry out the purpose and intent of this Resolution, provided that any substantive changes are also approved by the owners of the Adjacent Property.

4. The District's officers and legal counsel are authorized and directed to submit the Amended Petition to Amend Boundaries and Remove Property from the District to the City Clerk for approval by the City Council of the City of Joplin, Missouri following a public hearing in accordance with the Act.

5. Upon the removal of the Adjacent Property from the District, the Adjacent Property shall be no longer subject to the District's projects and or the District's sales tax.

6. The Chairman, Vice Chairman and Secretary are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution, including, without limitation, taking steps as such officers deem necessary or desirable to satisfy any preconditions as the City may establish to the removal of the Adjacent Property from the District.

7. This Resolution shall take effect immediately.

Adopted December 29, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Charles J. (Pete) Hall, Jr. Secretary

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 114.87 ACRES, MORE OR LESS.

PLUS THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND

Tract 3:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST

RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

Tract 4:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

Tract 5:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 117.25 ACRES, MORE OR LESS.

EXHIBIT B

Map of Current District Boundaries

Dec 22, 2020 - 11:20am Plotted By: khold G:\Shared drives\KC10 - Land Development\Projects\2020\20KC10020 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\3 CID BOUNDARY AFTER ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

3

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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EXHIBIT C

Legal Description of Adjacent Property

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

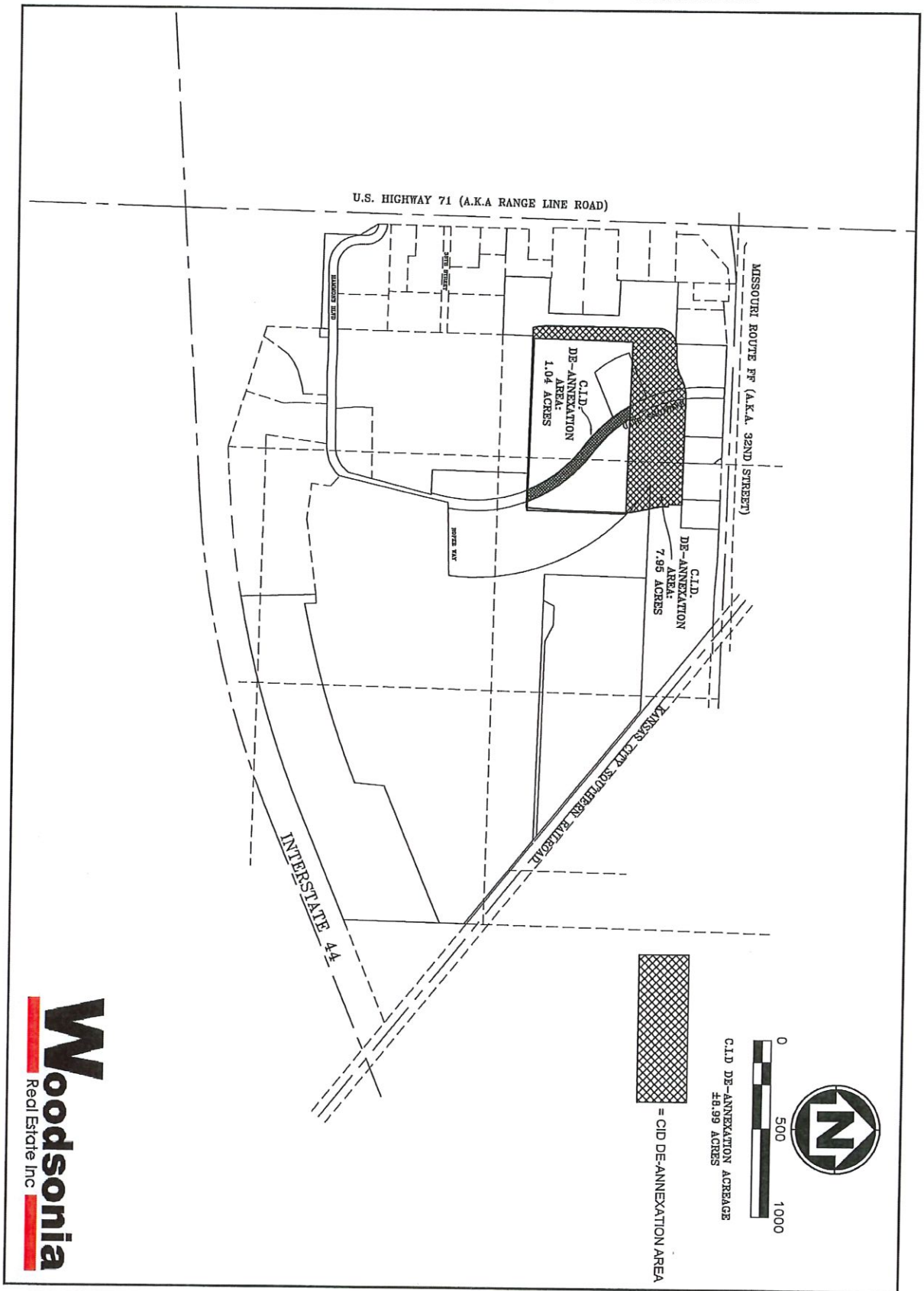
COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED

COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING.** CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

EXHIBIT D

Map of Adjacent Property

Dec 22, 2020 - 11:20am Plotted By: Matt G:\Shared drives\2010 - Land Development\Projects\2020\20JO10000 JO Harmony Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\4 CID DE-ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID ANNEXATION



Woodsonia Real Estate Inc

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WOODSONIA REAL ESTATE INC.

CID DE-ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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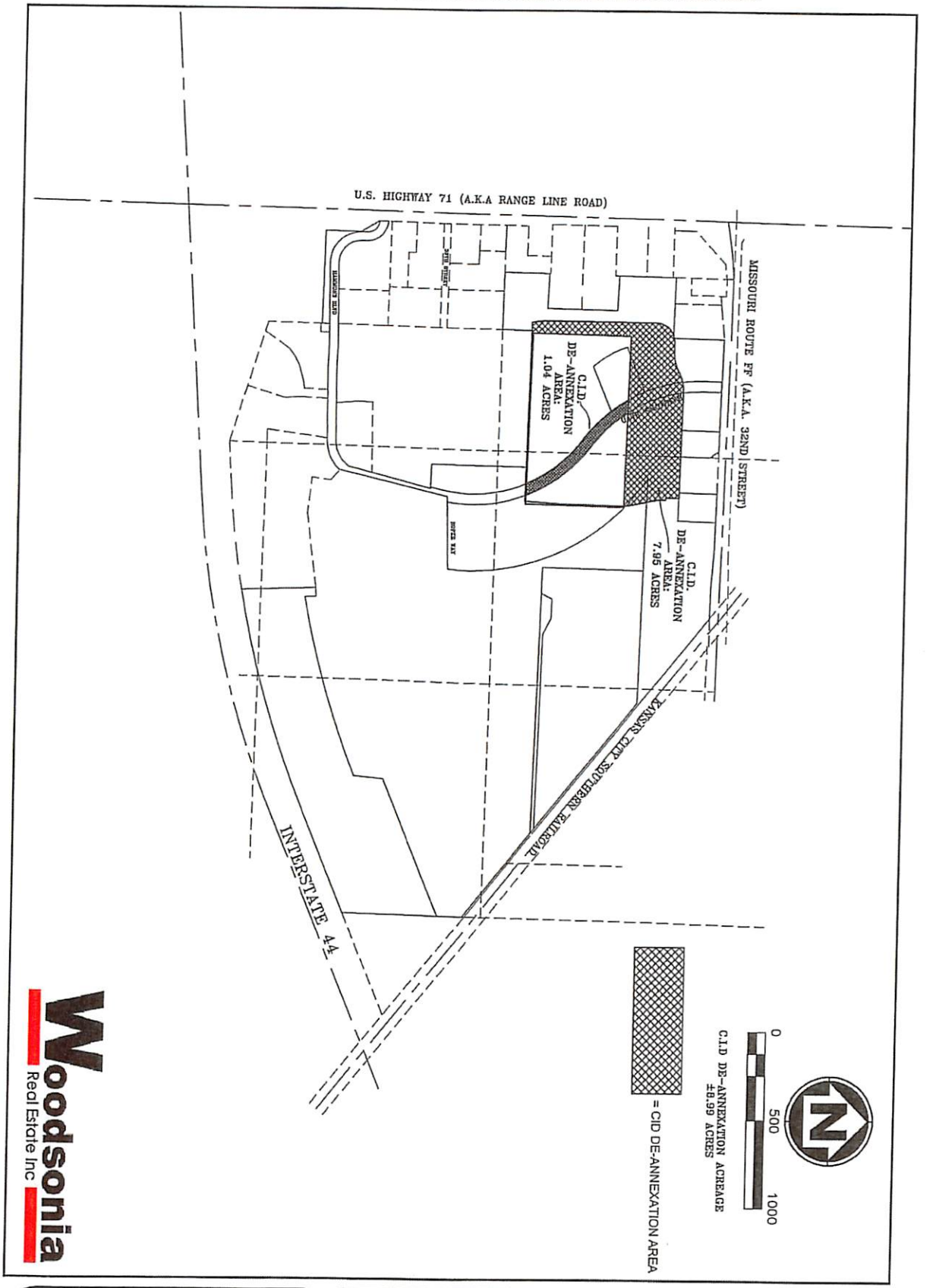

Woodsonia Real Estate Inc

4

WOODSONIA REAL ESTATE INC.

CID

DE-ANNEXATION

CITY OF JOPLIN

NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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JOPLIN CITY COUNCIL
JANUARY 4, 2021
MEETING MINUTES

CALL TO ORDER

The January 4, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Ms. Williams.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Health Department Update

Health Director Ryan Talken gave an update on Covid cases. As of December 26, 2020, there was an average of 41 cases per day; 96 Joplin deaths; 90 combined hospitalizations (Joplin residents). The Joplin Health Department has not received any vaccines at this time. The available vaccines (offered through health care facilities) is focused on group 1A: residents and employees at long term care facilities, and front-line health care workers. The next phase of vaccines will be for group 1B: high risk people ages 18-64, First Responders and essential workers. Director Talken stated the demand for vaccines exceeds the availability and he does not know when the next shipment of vaccines will arrive in Joplin. Mayor Stanley asked Director Talken if he had any recommendations regarding the Recovery Plan. Director Talken advised to stay the course.

News from Public Information Officer Lynn Onstot

The City will open the tree limb site starting Thursday, January 7 through Saturday, January 9 from 8:30 a.m. to 2 p.m. on those days. The site is located at 1702 North Schifferdecker Avenue, about six tenths of a mile north of Belle Center Road on the west side of Schifferdecker Avenue. This free drop off service is for Joplin residents only. Professional contractors will not be allowed to dump. Joplin residents have another option through their residential trash service with Republic Services. Republic allows yard waste removal on their regular trash pick-up day. Limbs must be cut to a maximum of four (4) feet and tied in bundles no heavier than 50 pounds. They ask that the diameter of each tree limb be no larger than four (4) inches.

Residential Leaf Pick-up is continuing. The City's two crews are making progress as they canvas all residential streets. The crew from Parks & Rec are finishing the P3 area which includes residences from 32nd Street to 20th Street from Range Line Road to west boundaries, and properties south of 32nd Street west of McClelland Boulevard. The P4 area is just north of that and will start soon.

The Streets Crew has moved to S3 to pick leaves up in neighborhoods between Joplin's northern boundary (including residents N of Fountain Road & W of St. Louis Ave.) to 15th Street between St. Louis Avenue and Main Street. Crews are working from the north end and moving toward 15th Street within the east/west boundaries stated. Crews are delayed during wet conditions. For updates go to the News section of the City's website Joplinmo.org or the City's Facebook page.

The Parks & Recreation Department is hiring cashiers, recreation instructors, lifeguards, and seasonal laborer positions at the Athletic Complex, the 3 aquatic centers, Schifferdecker Golf Course, and the parks. It's a great summer job for those in high school and college! Applicants must be 16 years or older by start date, 18 years or older for laborer positions. Applications for all positions are available now and being accepted at Joplin City Hall, 602 South Main Street in the Human Resources Department on the 1st Floor, or online at http://www.joplinmo.org/jobs.

Thanks to Mr. Talken for the vaccine update. The guidelines are coming from the state and once we know the schedules and specific details, we'll be putting those out to the public. For more information about these or other happenings at the City, check out our website at joplinmo.org .

CITIZEN REQUESTS AND PETITIONS
Katie Shelton requested to address Council regarding city practices regarding the prevention, reporting, and investigation of sexual and physical abuse; however, she was not at the meeting.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2021-250
Mayor Stanley opened the Public Hearing.

No one appeared in favor of, or in opposition, to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-250
Mr. Monteleone introduced Council Bill No. 2021-250- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri. Motion by Mr. Monteleone, second by Mr. Cortez to pass Council Bill No. 2021-250 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-250.**

Public Hearing for Council Bill No. 2021-251
Mayor Stanley opened the Public Hearing.

Gary Rose appeared in favor of this item on behalf of his client.

No one appeared in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-251

Mr. Stinnett introduced Council Bill No. 2021-251 - an ordinance providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way line of Calloway Drive, City of Joplin, Jasper County, Missouri. Motion by Mr.Stinnett, second by Dr. Reid Adams to pass Council Bill No. 2021-251 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-251.**

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Minutes of the December 21, 2020 City Council meeting.

Minutes of the December 28, 2020 Special City Council meeting.

COUNCIL BILL NO. 2020-178 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 (TSO601) project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-001**

COUNCIL BILL NO. 2020-286 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 3507 E. 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-002.**

RESOLUTIONS

RESOLUTION NO. 2021-001

Mr. Cortez introduced Resolution No. 2021-001 - a resolution authorizing the filing of a Second Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for, and on behalf, of the City of Joplin. Motion by Mr. Cortez, second by Mr. Copple to approve Resolution No. 2021-001. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **Resolution No. 2021-001 was approved.**

RESOLUTION NO. 2021-002

Mr. Monteleone introduced Resolution No.2021-002 - a resolution adopting a Compensation Philosophy to be used as a guideline for decisions affecting employee compensation matters by the City Council, management, employees and the citizens. Motion by Mr. Monteleone, second by Mr. Lawson to approve Resolution No.2021-002. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 7. Nays: Copple, Stinnett, 2. **Resolution No. 2021-002** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-500

Mr. Shaw introduced Council Bill No. 2021-500- an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2021-500 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-003**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-103

Mr. Stinnett introduced Council Bill No. 2021-103 - an ordinance approving an Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2021-103 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-103**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Other Business:

Mr. Shaw asked city staff to provide an update on the Pennsylvania Avenue viaduct status. City Manager Nick Edwards stated an update will be provided in the near future.

There being no further business, the meeting adjourned at 7:24 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-103 Right of Way Negotiation Services Agreement with Allgeier, Martin and Associates, Inc. (AMA) for Connecticut Avenue Widening Project, 32nd St. to I-44

MEETING DATE
January 4, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-103; Agreement; Map

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Connecticut Avenue from 32nd St. to I-44. City staff followed the procurement policy and sent out a Request for Proposals for Right of Way Negotiation services. Based on the submitted proposals, City staff selected AMA to provide the negotiation services for this project. The fees submitted by AMA have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-103, Right of Way Negotiation Services Agreement with Allgeier, Martin and Associates, Inc. (AMA) for Connecticut Avenue Widening Project, 32nd St. to I-44 in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) on first reading.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of January, 2021 (the "Effective Date"), by and between the City of Joplin, Missouri (hereinafter "City"), and Allgeier, Martin and Associates, Inc., a Missouri Corporation (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44; and

WHEREAS, Contractor desires to be retained as an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44 pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from the effective date through June 30, 2022, unless terminated as provided herein.

2. Contractor's Services. City shall provide design documents that clearly identify the proposed right of way and easement limits, title work, survey information, and any needed appraisals for up to 47 parcels. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services:

a. Using the appraisals, and right of way and easement documents provided by City, check and update the documents to reflect the current property owners and their addresses.

b. Set up and maintain right of way and easement acquisition file for each parcel.

c. Meet with property owners to attempt negotiations for properties.

d. Send appropriate notices to property owners as required by funding source, city policy, and applicable law.

e. Send certified letter of offer to each property owner.

f. Contact owners and arrange on site or office meetings to review project or compensation details.

g. Prepare a detailed Negotiations Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

h. Review counter offers, special requests, or conditions with project manager.

i. Once an agreement has been reached, consultant will obtain signatures and provide

notary services for each required document.

j. Signed documents shall be forwarded to City for appropriate approval, payment processing, and recording.

k. Arrange for payments, if any, by City to property owners in exchange for said right of way. Contractor shall deliver said payment to property owner.

l. In the event that negotiation for right of way is unsuccessful after three attempts, provide to City a prepared report of negotiations and the remainder of the file to allow City to decide the course of future action.

m. Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by Contractor as an additional service.

n. The right of way and easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services for the not to exceed price of $85,000.00. Payment shall be at the hourly labor rates and non-labor rates in the schedule attached hereto and incorporated by reference as Exhibit A. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment. Contractor will submit a monthly invoice that shall be paid within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor 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. Contractor 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.

5. Affidavit for Contracts Over $5,000. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work

authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. 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.

7. 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.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

10. 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, or the United States District Court for the Western District of Missouri.

11. Compliance with Laws. Contractor 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.

12. Contract Documents. Intentionally omitted.

13. 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.

14. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, 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 Contractor, any fee, commission, gift, or contingent fee.

15. 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.

16. Indemnification. Contractor 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 Contractor, 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.

17. Intellectual Property. City shall own all right, title, and interest, including all related intellectual property rights, including all copyrights, patents, service marks, trademarks, trade secrets, names, logos, designs, images, websites, social media accounts, and all other related information whatsoever, whether tangible or intangible, in and to the work covered by this Agreement.

18. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

19. 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.

20. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be

effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

23. 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 hereto have executed this Agreement as of the date shown below.

FOR ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: Kurt Higgins
Its: Sr. Vice President

Date: 12-21-20

FOR THE CITY OF JOPLIN

Nick Edwards
City Manager

ATTEST:

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

Peter C. Edwards
City Attorney

EXHIBIT A

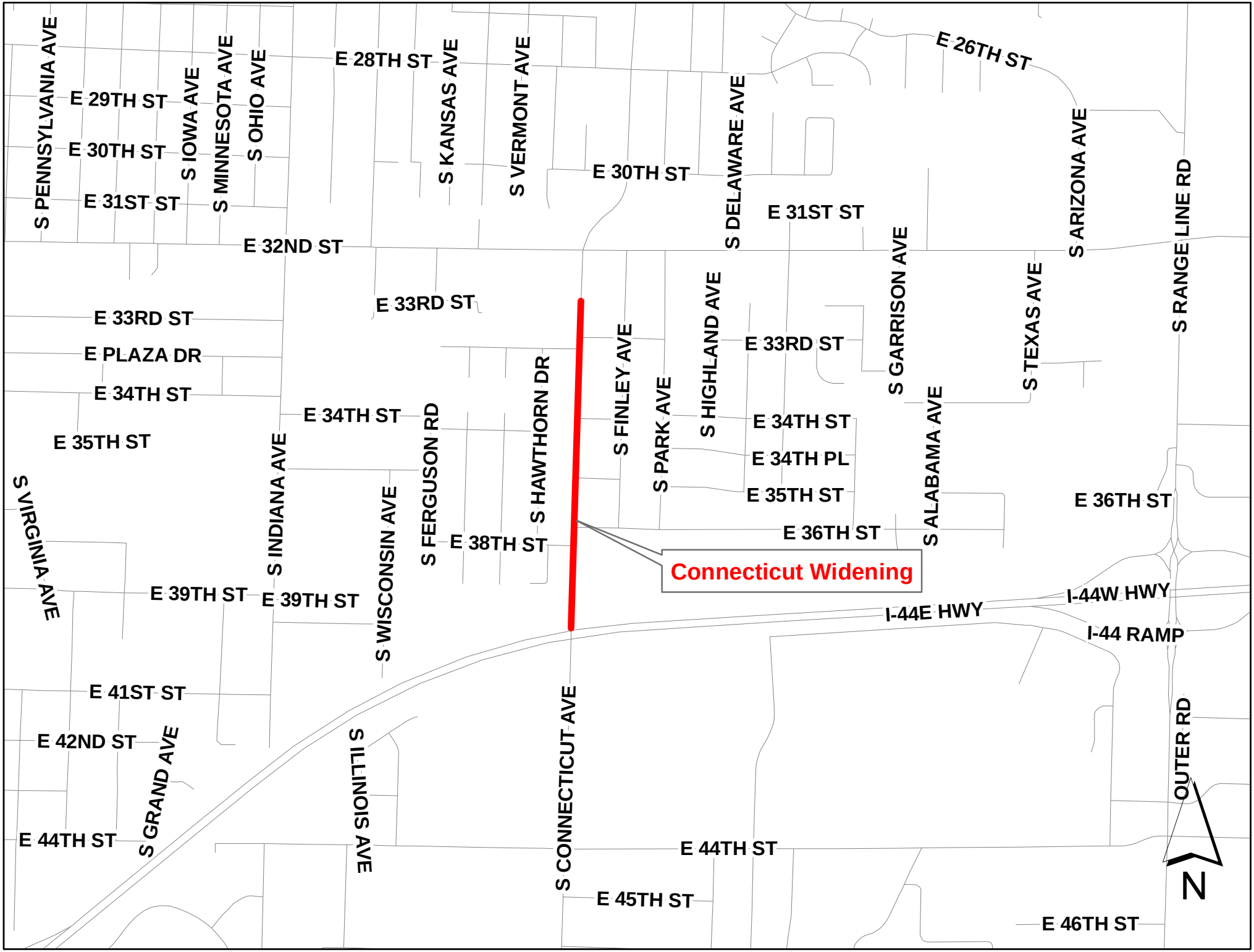
RATE SCHEDULE
2021

LABOR RATES

Classification	Hourly Billing Rate 01/01/2021 thru 12/31/2021
Principal/Engineer V	$232
Principal/Engineer IV	$210
Principal/Engineer III	$194
Project Manager/Engineer II	$172
Project Manager/Engineer I	$156
Technician III/GIS Specialist	$142
Technician III	$120
Technician II	$108
Technician I	$101
Two-Man GPS Survey Crew	$199
One-Man GPS Survey Crew	$156
Three-Man Survey Crew	$216
Two-Man Survey Crew	$172
Registered Land Surveyor II	$183
Registered Land Surveyor I	$161
Survey Crew Member	$82
Right of Way Specialist	$125
Project Representative III	$120
Project Representative II	$108
Project Representative I	$99
Secretary/Assistant	$82
Print Specialist	$82

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2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S WISCONSIN AVE
E 36TH ST
S VIRGINIA AVE
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E 36TH ST
Connecticut Widening
E 39TH ST
E 39TH ST
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I-44E HWY
I-44 RAMP
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E 42ND ST
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S ILLINOIS AVE
S CONNECTICUT AVE
OUTER RD
E 44TH ST
E 44TH ST
E 45TH ST
E 46TH ST
N

COUNCIL BILL NO. 2021-103 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2021-103

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-250-Rezone to District R-1-HP

MEETING DATE:
January 4, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

BACKGROUND:
The Historic Preservation Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or country.
2. Its location as a site of 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.
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.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability of preservation or restoration.

The overlay will not have any changes or restrictions in the use of nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Jill Sullivan, Chairman of the Historic Preservation Commission, 721 N. Sergeant, Joplin, MO. This is the presentation for the final City-owned cemetery for the Historic District. It is eligible for the Historic Districts for 5 of 10 of the criteria. Fairview Cemetery is a little different than the other cemeteries in Joplin because it has been used since 1832, prior to the incorporation of the city. In September 1873, approximately 6 months after the city was incorporated, E.R. Moffet was mayor at the time.

Mr. Kimble stated that he wanted to know about the Northwest side. It is bare and he asked about the possibility of someone buying the property and developing it. Would it be impossible for someone to purchase that one piece of property and use it for something else, since it would be in the HP District?

Mr. Stanton stated that it would not be impossible for someone to purchase, but if the city decided to sell off that portion of the cemetery, either the City or the Buyer prior to the sale would have to request to rezone the property prior to the transaction.

Mr. Stanton stated he had two questions from Ms. Phillips, she was unable to attend today. She was planning on calling in and did have these questions beforehand. The first question she had was, she recalled the first elected Mayor of Joplin has been interred there and wanted to know if he was included in the local landmark application?

Ms. Sullivan stated that there are many persons of note at all the cemeteries, but we do not intend to recognize that on the signs due to complications. There is only 200 words on the storyboards.

Mr. Stanton stated that the other question Ms. Phillips had was if the rezoning passes is there an opportunity for the stone wall to be restored.

Mr. Thomas Walters, HPC Staff, 602 S. Main St. Joplin, MO. One of the most key features about designating a property historic is that it gives a limited jurisdiction for the Historic Preservation Commission to review any work that happens within the cemetery. If there was to be any work to be done on the historic stone fence that would be appropriate either it would be far too expensive to fix, so they would vote to see if there is anything to honor it that would not contrast with it and it certainly not be removed. It would also make it eligible for grants especially the Historic Preservation fund grants if we were to do a restoration project. There are resources that can be provided to the Parks and Recreation Department

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 2 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2021-250, Staff Planning Report, P&Z Commission Minutes

CB 2021-250

Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

Jill Sullivan, Chairman of the Historic Preservation Commission, 721 N. Sergeant, Joplin, MO. This is the presentation for the final City-owned cemetery for the Historic District. It is eligible for the Historic Districts for 5 of 10 of the criteria. Fairview Cemetery is a little different than the other cemeteries in Joplin because it has been used since 1832, prior to the incorporation of the city. In September 1873, approximately 6 months after the city was incorporated, E.R. Moffet was mayor at the time. He drafted and notarized a document stating that it would be used for public use. He created Joplin's first municipal cemetery. Fairview Cemetery had noted members of the community buried there and Veterans from the American Civil War, Spanish American War, both World Wars, Korea and Vietnam. Architecture is varied and you can see the reflections of the different time periods.

Mr. Ramsour asked Ms. Sullivan to briefly refresh the Commissioners of the other three cemeteries.

Ms. Sullivan stated the other three cemeteries were presented last month, November. The HP Commission did architectural surveys of all four cemeteries. The field work was done by the HP Commission. It did take a couple of years to acquire information for the nomination to the local landmarks.

Mr. Ramsour asked if any of the Commissioners have any questions?

Mr. Kimble stated that he wanted to know about the Northwest side. It is bare and he asked about the possibility of someone buying the property and developing it. Would it be impossible for someone to purchase that one piece of property and use it for something else, since it would be in the HP District?

Mr. Stanton stated that it would not be impossible for someone to purchase, but if the city decided to sell off that portion of the cemetery, either the City or the Buyer prior to the sale would have to request to rezone the property prior to the transaction.

Mr. Ramsour asked if there were any other questions from the Commissioners?

Mr. Stanton stated he had two questions from Ms. Phillips, she was unable to attend today. She was planning on calling in and did have these questions beforehand. The first question she had was, she recalled the first elected Mayor of Joplin has been interred there and wanted to know if he was included in the local landmark application?

Ms. Sullivan stated that there are many persons of note at all the cemeteries, but we do not intend to recognize that on the signs due to complications. There is only 200 words on the storyboards.

Mr. Stanton stated that the other question Ms. Phillips had was if the rezoning passes is there an opportunity for the stone wall to be restored.

Ms. Sullivan stated that she did not have enough knowledge about that to answer.

Mr. Thomas Walters, HPC Staff, 602 S. Main St. Joplin, MO. One of the most key features about designating a property historic is that it gives a limited jurisdiction for the Historic Preservation Commission to review any work that happens within the cemetery. If there was to be any work to be

done on the historic stone fence that would be appropriate either it would be far too expensive to fix, so they would vote to see if there is anything to honor it that would not contrast with it and it certainly not be removed. It would also make it eligible for grants especially the Historic Preservation fund grants if we were to do a restoration project. There are resources that can be provided to the Parks and Recreation Department.

Mr. Ramsour asked if there were any other questions from the Commission? There were not. Mr. Ramsour asked if there is there anyone in the audience to speak in favor of this case? There were not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 050-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: December 14, 2020
City Council Meeting: January 4, 2021

STAFF PLANNING REPORT
Rezoning

CASE 050-20 A request to rezone from R-1 (Single-family Residential) to R-1-HP (Single-family Residential Historic Preservation)

LOCATION Fairview Cemetery

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Cemetery	Approx. 50 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M2	M-2	M-2/R-1/C-1	R-1/R-3-PD
Land Use	Equipment Rental	Manufacturing	Vacant/Residential	Single-family Residential/Multi-family Residential

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
S. Maiden Ln.	Arterial	70'
W. 10th St.	Local	50'
W. 11th St.	Local	60'
S. Cunningham Ave.	Local	35'
W. Junge Blvd.	Collector	60'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a residential which is appropriate for continued use as a cemetery.

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

The current zoning of R-1 is suitable in this area. The current and intended future use as a cemetery is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearby property.

DISCUSSION

R-1-HP overlay zoning at this location is appropriate considering current use as a cemetery and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature.
10. Suitability of preservation or restoration.

Staff recommends approval of Case 050-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 050-20
Filing Fee: $550.00
Date Advertised: 11-29-20
Date Notices Sent 12-1-20
Public Hearing Date: 1-4-20

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S. Main Street, Joplin, MO ZIP: 64801

OWNER: City of Joplin PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: Fairview Cemetery

Present Zoning R-1 Requested Zoning: R1-HP Acreage: 49
Present Use of Property: Cemetery

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Industrial	M-2
South	Vacant / residential	M-2 & R-1
East	Industrial	M-2
West	residential	R3-PD

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? no
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Madden Lane
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 80'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? no
2. Properly Sized Street Right-of-Way? no
3. Drainage Easements? no
4. Utility Easements:
   - Electricity? no
   - Gas? no
   - Sewers? no
   - Water? no
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. 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.
3. Owner Affidavit, ~~if applicant~~ applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Thomas Walters DATE: 11-17-20

EMAIL: twalters@joplinmo.org

TITLE: Planner

HISTORIC JOPLIN PRESERVATION COMMISSION

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

HPC Case No. _____

Meeting Date: _____

LOCAL LANDMARK NOMINATION FORM

LOCATION

Address: 1201 S. Maiden Ln., Joplin, MO, 64801

Property Name (historic or common): Fairview Cemetery

OWNER INFORMATION

Name: City of Joplin, Missouri

Phone: 417-624-0820

Address: 602 S. Main St., Joplin, MO 64801

FORM PREPARED BY (if other than owner)

Name: Jill Sullivan

Phone: 417-365-1420

Address: 721 N. Sergeant Ave., Joplin, MO 64801

Relationship to Owner: Commissioner, Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Cemetery

Historic Use (if known): Cemetery

Public or Private: Public

Occupied or Unoccupied: N/A

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: Established 1873

Architect and/or Builder (if known): Unknown

Building Materials (foundation, walls, roof, etc.): The information kiosk is made of wood; tombstones vary, historic wrought iron fencing around a family plot.

Architectural Style: This cemetery does not adhere to any one specific architectural style, but, through the headstones and other elements, illustrates varying architecture types, as noted in

the Cemetery Survey Form included in the supporting documentation for this nomination. **Please see Cemetery Survey Form in supporting documentation.**
Site Description (property and surrounding area): Flat, about 40 acres. Trees and vegetation on grounds. **Please see the Legal Description in Attachment D – Supporting Documents.**

HISTORICAL SIGNIFICANCE

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Cemeteries are cultural wonders in their own right that reflect the broad spectrum of the heritage and the values of the communities in which they lay. Indeed, Joplin's cemeteries are reflections of the settling of our city. Like our historic architecture and landmark sites, our historic cemeteries are important factors in the telling of the development, values, and cultural character of our city. Additionally, cemeteries may be considered a facet of Heritage Tourism, defined as "traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past." Cemeteries are among the places visited often by heritage tourists, illustrating that people have a deep interest in learning about the past through cemeteries. Fairview Cemetery has been owned and operated by the City of Joplin longer than any other city-owned cemetery. **Please see Attachment A.**

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

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Fairview Cemetery is associated with our city's earliest developers, leaders, and pioneers. For about 60 years, Fairview Cemetery was the only city-owned cemetery in which people could be interred, thus it's the final resting place for many of our community's founders. Former mayors, police, fire personnel, Masons and Shriners are interred at Fairview. Also, Fairview has two Grand Army of the Republic plots and other monuments which include highly decorated military personnel from the American Civil War to the present. **Please see Attachment A.**

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: N/A

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: N/A

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Like other cemeteries in Joplin (and cemeteries in general), the design, detailing, materials, and craftsmanship of the monuments within Fairview Cemetery embody a variety of architecturally significant types. Examples include the headstones/monuments themselves, the materials from which they are made, and the detail and decorative carvings found on them. Municipal cemeteries, such as Fairview, are meant to be useful to generations of residents and to reflect the tastes and values of the public in general. Thus, the entirety of the monuments within will not adhere to *one* particular style or type; rather they are a collection of the embodiments of different styles and types. In Fairview, one may find historic wrought iron fence and monuments comprised of materials that were in common use at the time the monuments were made, including metals (bronze, iron, and zinc) and stone (granite, marble, and slate), concrete, wood, and other uncommon or indigenous materials, such as shells, minerals, rocks, etc. A wide variety of religious, military, and other decorative carvings are found on Fairview's monuments. In Fairview, some monument types include die in socket, die on base, lawn markers, plaques, urn, architectural forms, statuaries, vaulted pedestals, and obelisk.

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: Fairview Cemetery's location is unique in that it's the first municipally-owned cemetery established in and by the City of Joplin.

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: N/A

10. Its suitability for preservation or restoration: Fairview Cemetery is well-suited for preservation and, as needed, restoration. Fairview, like the other city-owned cemeteries, is maintained by the Parks and Recreation Department of the City of Joplin. This department has performed ongoing maintenance and restoration at Fairview since the city acquired the cemetery in 1873. Creating a Local Historic Landmark District for Joplin's cemeteries does not alter the city's current commitment to maintaining its public cemeteries. **Please see Cemetery Survey Form in Attachment D – Supporting Documents for further details on physical condition of tombstones, markers, and monuments.**

(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. **Please see Attachment B.**
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available). **Please see Attachment C.**
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark. **Please see Attachment D.**

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: Jill Sullivan

Signature: Jill Sullivan

Date: 28 June 2019

ATTACHMENT A - HISTORY

History of Fairview Cemetery *(Note: This history is derived from the attached supporting documentation.)*

Fairview Cemetery was in use as Joplin Cemetery as early as 1832, prior to the incorporation of the City of Joplin. In September 1873, about six months after the city's incorporation, Mayor E.R. Moffet, Joplin's first mayor, drafted and signed a notarized document stating that the cemetery would henceforth be released to the public for public use, thus creating Joplin's first municipal cemetery. It is not yet known when or why the name of the cemetery changed from Joplin Cemetery to Fairview Cemetery, but it's evident that 'Fairview' was in common use by 1914 and likely earlier.

Some sources indicate the land for Fairview Cemetery was donated by Patrick Murphy, the founder of Murphysburg, which, in March 1873, incorporated with Joplin City (now known as Joplin's East Town neighborhood) to become the City of Joplin.

For 60 years, Fairview was Joplin's only municipal cemetery. As such, Fairview Cemetery is associated with numerous city-founders and other persons of note. Some of them include the Murphy, Picher, and Zelleken families; Percy Wenrich; Harry and Jennings Young; Joel Livingston; Jessie F. Osborne; John B. Sergeant; Gilbert Barbee; John Reding; Thomas Gilyard; and Thomas Bellas.

Veterans from the American Civil War, the Spanish-American War, both World Wars, Korea, and Vietnam are interred at Fairview. As are Masons, members of the Order of the Eastern Star, Oddfellows, Shriners, and Woodsman. Fairview also contains a Potter's Field.

Persons of Note Interred at Fairview Cemetery *(Note: This list is a work in progress rather than a comprehensive list.)*

- Barbee, Gilbert – Pioneer citizen, political leader
- Bellas, Thomas – Early architect, Murphysburg homes
- Gilyard, Thomas – Victim of 1903 Joplin lynching
- Livingston, Joel – Author, early historian
- Murphy, Patrick – Founder of Murphysburg, community leader (later reinterred at Mt. Hope)
- Osborne, Jesse F. – Community leader, former mayor, lawyer, realtor, namesake of the Jesse F. Osborne Memorial Cemetery and the Osborne House.
- Picher, O. – Mine operator (later reinterred at Mt. Hope)
- Reding, John – Pioneer citizen
- Wenrich, Percy – Famous American composer of ragtime and popular music

- Young, Harry and Jennings – Career criminals
- Zelleken, Edward – banking, brewer, businessman, mining (later reinterred at Mt. Hope)

Veterans Interred at Fairview Cemetery

- Civil War
- Spanish-American War
- World War I
- World War II
- Korea Vietnam
- And more...

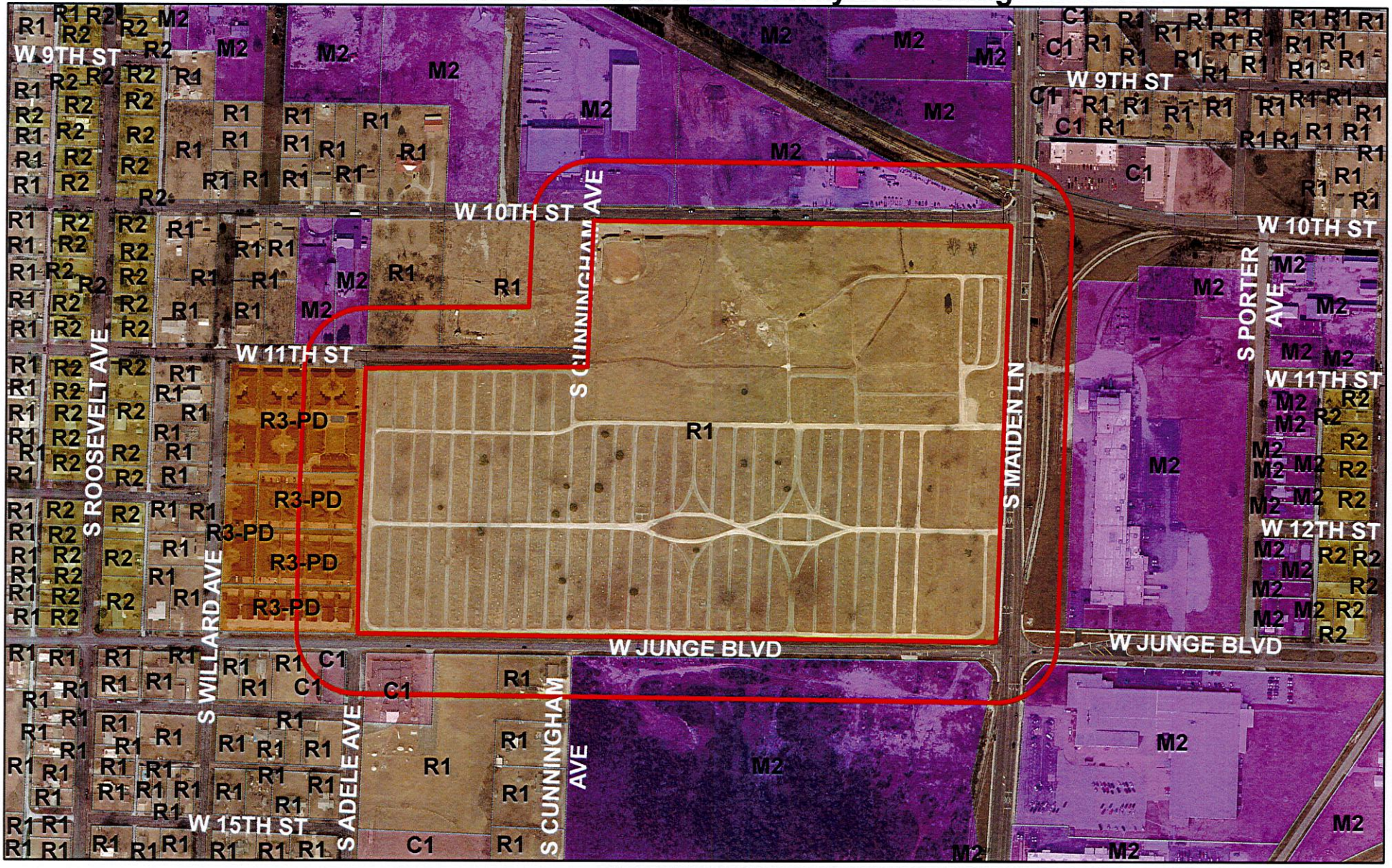
ATTACHMENT B - BIBLIOGRAPHY

Annotated Bibliography *(Note: Photocopies/scans of all articles and documents listed below follow this bibliography in Attachment D - Supporting Documents.)*

- Cemetery Survey Form
    - Survey form provided by the Missouri Department of Natural Resources Division of State Parks. This survey was completed by the Joplin Historic Preservation Commission's Cemeteries and Parks Subcommittee.
        - The purpose of the JHPC Cemeteries and Parks Subcommittee is to conduct research about and surveys of Joplin's four public cemeteries and Joplin's public parks to identify historic resources within those cemeteries and parks, as well as to complete and submit Local Landmark nominations for all city-owned cemeteries and parks to create a Local Landmark District. (Phase I: Cemeteries; Phase II: Parks)
        - Members: Paula Callihan, Chair; Nancy Morton, JHPC; Jill Sullivan, JHPC; Christopher Ferguson, Joplin Museum Complex; Paul Bloomberg, City of Joplin, Parks and Recreation; Dustin Parker, Parks and Recreation; Harvey Hutchinson, Parks and Recreation.
- Transcription of E.R. Moffet's Document, September 3, 1873
- E.R. Moffet's Document, September 3, 1873
- E.R. Moffet's legal description and field notes, 1873
- Plat map, 1873
- Current legal description
- 1914, June 28, Joplin Daily Globe: "Fairview Cemetery presents new aspect after improvements"
    - Article describes much-needed improvements that were made to the cemetery, such as mowing, grounds maintenance, new landscaping, etc. New rules to help maintain a nice cemetery environment are also discussed. Masons, Oddfellows, Knights of Pythias, Joplin volunteer firemen, and Grand Army of the Republic all have large lots in Fairview. Grounds donate by Patrick Murphy.
- 1931, October 18, Joplin Globe: "Fairview cemetery is reconditioned"
    - At the time, this was Joplin's *only* established city-owned cemetery. Note the final paragraph of the article, which states Fairview is nearly full and "plans for opening a new cemetery on the new cemetery tract on the McClelland park road" were being considered. The McClelland park tract referenced in this article is what became Parkway and Osborne cemeteries.
- 2010, April 16, online post (Source: Joplin News Herald): "Joplin's Potter's field"
    - Joplin's Potter's Field – historically where our poor and unforgotten are buried – is located at the western fringe of Fairview Cemetery.

- 2004, May 30, Joplin Globe: "Memorial Day evolved with Nation, Joplin"
    - As the oldest city cemetery, veterans from many wars, including as far back as the Civil War, are interred at Fairview.
- 2017, October 6, Joplin Globe: "Antique fence expected to draw bidders at auction"
    - In 2017, the City was to auction off an historic fence that once, partially if not completely, surrounded Fairview Cemetery.
- 2017, October 7, Joplin Globe: "City to rethink sale of antique fencing from cemetery"
    - Following the announcement of the auctioning off of the historic Fairview Cemetery fencing, the city decided rescind the decision to include the fence in the auction. It's clear that residents – family members, city staff, Council members, residents, etc. – care about preserving the historical integrity of our city's oldest (city-owned) cemetery.

Case 050-20: Fairview Cemetery - Rezoning



Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

P & Z Case 050-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1-HP:

Tract 1: The Southeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri. Tract 2: Lots 3, 4, 5, 6 7, 8, 9, 10, 15, 16, 17, and 18 in West Summit Addition to the City of Joplin, Jasper County, Missouri. EXCEPT from Tracts 1 and 2 any part Platted as Fairview Cemetery Plats, 1, 2, 3, 4, 5, 6, 8, 9 and 10 and J.M. Lanes to Fairview Cemetery. Tract 3: All of Fairview Cemetery Plats 1, 2, 3, 4, 5, 6, 8, 9 and 10, and J. M. Lanes to Fairview Cemetery

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-251-Drainage Easement Vacation

MEETING DATE:
January 4, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

BACKGROUND:
Construction on a home on three lots where the existing easement cuts through the middle, making it difficult to locate a structure outside of the easement while still maintaining the 25-foot setbacks for the front and backyards. In conjunction with neighbors to the North, a new drainage ditch has been constructed on the rear of the lots that is out of the way of any potential structures and has been approved by the City's Engineering Department.

PLANNING & ZONING COMMISSION TESTIMONY:
Gary Rose, 4699 SE 60th St., Galena, KS. Here to see if the drainage ditch could be moved off Lots 4-10 at Callaway Ridge for the purpose of building residential homes. He also stated that they want to move it straight back to the west.

Mr. Kimble asked if the ditch was underground or a ditch above ground? Will it have any bearing to the property to the west?

Mr. Rose stated it was a ditch above ground. There will not be any bearing on the properties to the west.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval (5 Favor, 2 Absent)
Staff recommends approval of Case 051-20.

ATTACHMENTS
CB 2021-251, Staff Planning Report, P&Z Commission Minutes

CB 2021-251

Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

Gary Rose, 4699 SE 60th St., Galena, KS. Here to see if the drainage ditch could be moved off Lots 4-10 at Callaway Ridge for the purpose of building residential homes.

Mr. Ramsour asked if there were any questions from the Commission?

Mr. Rose stated that they want to move it straight back to the west.

Mr. Kimble asked if the ditch was underground or a ditch above ground? Will it have any bearing to the property to the west?

Mr. Rose stated it was a ditch above ground. There will not be any bearing on the properties to the west.

Mr. Ramsour asked if the City has any issues with this? Mr. Stanton stated they did not. The Engineering Department and our Stormwater Engineer did approve the relocation of the ditch. It will be straightened out version.

Mr. Ramsour asked if there were any other questions from the Commission? There were not. Mr. Ramsour asked if there is there anyone in the audience to speak in favor of this case? There were not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 051-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: December 14, 2020
City Council Meeting: January 4, 2021

STAFF PLANNING REPORT
Vacation

CASE 051-20 A request to vacate a 20' wide drainage easement.

APPLICANT Gary Rose

REPRESENTATIVE Gary Rose

LOCATION West of the West right-of-way line of Callaway Dr.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Drainage Easement	Approximately 1000' x 20'

REASON FOR VACATION

Gary Rose is representing a client who is looking to begin construction on a home on three lots where the existing easement nearly bisects each lot, hindering the placement of any structure on the lots while still meeting our setback requirements.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Drainage ditch has been rerouted to the rear of the lots, out of the way of potential future development.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

Gary Rose is representing a client who is looking to begin construction on a home on three lots where the existing easement cuts through the middle, making it difficult to locate a structure outside of the easement while still maintaining the 25-foot setbacks for the front and backyards. In conjunction with neighbors to the North, a new drainage ditch has been constructed on the rear of the lots that is out of the way of any potential structures and has been approved by the City's Engineering Department. A new easement will be granted over this new drainage ditch.

To be clear, this is strictly a drainage easement, meaning no other utilities other than the City's Stormwater Utilities are affected by this vacation request. In order to allow for the construction to take place on these three lots as well as other vacant lots to the North, and to remove a redundant easement, staff recommends approval of this vacation.

Staff recommends approval of Case 051-20.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 051-20
Filing Fee: $550.00
Date Advertised: 11-29-20
Date Notices Sent 12-1-20
Public Hearing Date: 1-4-21

I. Applicant Name: Gary Rose Phone: 417-439-5333

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 1632 S. Madison St. Ste F Zip: 64870
Webb City, Mo.

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility Vacation_____

Other (Please specify) Drainage Ditch

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

1. Private rights will not be injured or endangered by the vacation. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

3. In justice to the applicant(s) the vacation should be granted. Build a new home

IV. Required Attachments:

1. 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.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

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

4. 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	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
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 x584
City Stormwater	**Steven Martinez**	**smartine@joplinmo.org**	**417-624-0820 x531**

*Must contact BOTH contacts at Spire Energy.

Signature

11/6/2020

Date

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

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

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

Located at: Calloway Ridge

For the following purpose: Build a new home.

For Utility Use:

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

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

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☒ Other: Dedicate new easement over new drainage ditch.

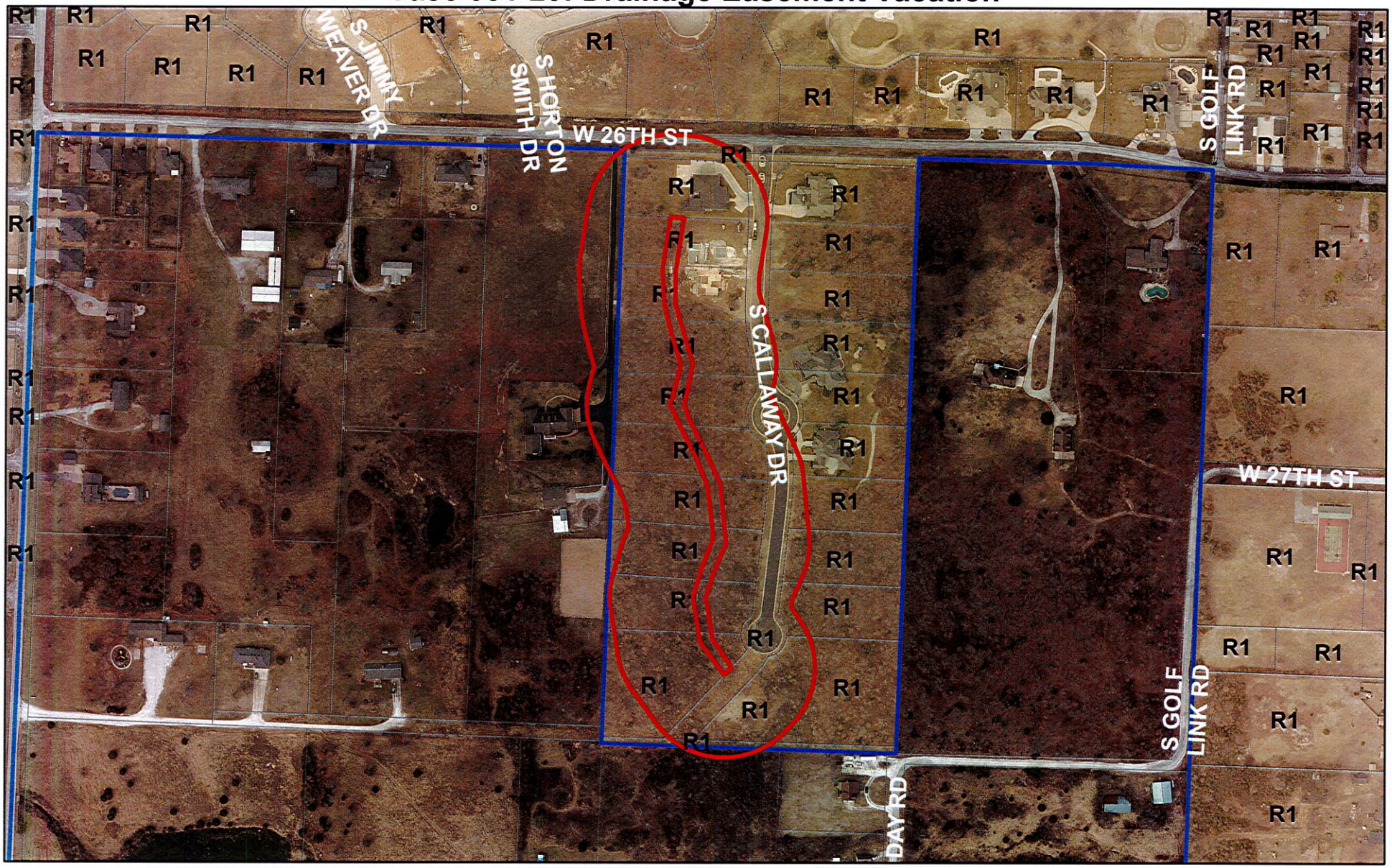
Please return this form within **21 days** to the applicant listed above.

Steve Martinez — Authorized Representative

12/10/20 — Date

Stormwater — Name of Utility

Case 051-20: Drainage Easement Vacation



Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

COUNCIL BILL NO. 2021-251 ORDINANCE NO.

AN ORDINANCE providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way in the City of Joplin, Jasper County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A perpetual drainage easement described as a 20.00 feet wide strip of land, being all that part of the Grantor's land as described in Book 2072 at Page 333 of the Jasper County Recorder's Office, lying 10.00 feet on each side of the following described centerline: commencing an existing one-half inch iron pin capped LS-2005000054 at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 27 North, Range 33 West, Jasper County Missouri; thence South 01 degrees 53 minutes 12 seconds West, along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 350.82 feet for the point of beginning; thence South 53 degrees 14 minutes 25 seconds East, a distance of 87.73 feet; thence along a curve to the right, through a central angle of 40 degrees 27 minutes 09 seconds, with a radius of 50.00 feet and an arc distance of 35.30 feet; thence South 12 degrees 47 minutes 16 seconds East, a distance of 14.51 feet; thence along a curve to the left, through a central angle of 13 degrees 52 minutes 29 seconds, with a radius of 100.00 feet and an arc distance of 24.22 feet; thence South 26 degrees 39 minutes 44 seconds East, a distance of 56.37 feet; thence along a curve to the Right through a central angle of 27 degrees 26 minutes 32 seconds, with a radius of 100.00 feet and an arc distance of 47.90 feet; thence South 00 degrees 46 minutes 47 seconds East, a distance of 127.77 feet; thence along a curve to the left, through a central angle of 16 degrees 01 minutes 40 seconds, with a radius of 100.00 feet and an arc distance of 27.97 feet; thence South 15 degrees 14 minutes 53 seconds East, a distance of 104.06 feet; thence South 00 degrees 41 minutes 29 seconds West, a distance of 46.19 feet; thence South 14 degrees 30 minutes 33 seconds East, a distance of 141.32 feet; thence South 17 degrees 22 minutes 09 seconds East, a distance of 79.95 feet; thence along a curve to the Right, through a central angle of 38 degrees 51 minutes 23 seconds, with a radius of 50.00 feet and an arc distance of 33.91 feet; thence South 21 degrees 29 minutes 14 seconds West, a distance of 240.00 feet; to the South line of said Northeast Quarter of the Southwest Quarter for a terminus, said point being South 87 degrees 57 minutes 47 seconds East, a distance of 167.57 feet from the Southwest Corner of said Northeast Quarter of the Southwest Quarter.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street 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 _____day of _____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2021-100 – authorizing an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for the Reconstruction of Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2021-100 Ordinance; Contract Agreement, Bid Summary, Airport Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Project No. 1 Construction Services for Six Million Six Hundred Fourteen Thousand Eight Hundred Ninety-One and 61/100 Dollars ($6,614,891.61) for the Reconstruction of Runway 18-36 at the Joplin Regional Airport. Please note that the Project No. 2 cost are included in the contract by amendment based on funding.

BACKGROUND
On September 14, 2020 council approved AIP Project Grant No. 3-29-0037-043-2020 at Joplin Regional Airport in accordance with the Federal Aviation Administration (FAA) approved project consisting of the Phase 2 Project 1 to Reconstruct the South 3,000 Feet of Runway 18/36 (3,000' x 100') and Replace Adjacent Runway Lights. This is the matching construction contract for this phase of the work.

A request for bidders was advertised for this project on April 12, 2020 for a bid opening date of May 12, 2020 at 2:00pm. Two bids were received that were both within engineers estimates. The airport construction consultant recommends we award the contract to Emery Sapp & Sons, Inc. FAA concurs with the recommendation.

The FAA required this project to be prepared as a multi-phased project in order to match the funding cycles within the legislative appropriations. On August 5, 2020 the FAA issued a Go letter to begin the construction project under this Phase 2. An additional letter and Grant offer will be issued in the spring of 2021 to cover the final Phase 3 of the project. Please reference the attached project breakdown sheet for a description of the project Phases. This project will require the Airfield be closed from July 23 thru August 2, 2021.

FUNDING SOURCE
Airport Fund through 100% Federal Grant Funds.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

Runway 18-36 Reconstruction
Project Phases and Description

Phase 1 Engineering and Design October 2018	
FAA Grant (95%)	$ 709,692.00
CMT Design Contract	$ 722,043.91
Phase 2 Construction Project 1 South 3000 Ft Runway 18-36	
FAA Grant (100%)	$ 7,869,866.00
Emery Sapp Construction Contract Project 1	$ 6,614,891.61
CMT Construction Management Contract	$ 1,077,115.58
FAA Reimbursable Agreement	$ 177,859.42
Phase 3 Construction Project 2 North 3500 Ft Runway 18-36	
FAA Grant (90% ??)	$ 5,358,751.00
Emery Sapp Construction Contract Project 2	$ 5,954,168.85

Estimated Total Project Cost (Phases 1, 2 & 3)	$14,546,079.37
Estimated Federal Funds	$13,938,309.00
Estimate Local Share	$ 607,770.37

FORM OF
CONTRACT AGREEMENT
City OF Joplin, MO
AIP Project No. 3-29-0037-042

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER: Name: **CITY OF JOPLIN, MO**

Address: **602 SOUTH MAIN STREET, 4th FLOOR**

City/State/Zip Code: **JOPLIN, MO 64801**

And the CONTRACTOR: Name: **EMERY SAPP & SONS, INC.**

Address: **2301 I-70 DRIVE NW**

City/State/Zip Code: **COLUMBIA/MISSOURI/65202**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows:

AIP PROJECT No. 3-29-0037-042
RECONSTRUCT RUNWAY 18-36

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$Six Million Six Hundred Fourteen Thousand Eight Hundred Ninety-One and Sixty-One Hundredths
(Amount in Written Words)

($6,614,891.61) (Amount in Numerals)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement.

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

e. **The expectation is Project No. 2 will be added by amendment for Five Million Nine Hundred Fifty-Four Thousand One Hundred Sixty-Eight and Eighty-Five Hundredths ($5,954,168.85) once funding is available.**

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred and eighty five (185) calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$3,000.00** per day for each calendar day required in excess of the authorized Contract Time for Phases 1, 3, 4, 5, and **$5,000.00** per hour for each hour required in excess of the authorized Contract Time with a daily cap of **$65,000.00** for Phase 2.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages.

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications
The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

a. **Certification of Eligibility (29 CFR Part 5.5)**
   i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

   ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
   The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous
a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER.

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative
The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: CITY OF JOPLIN, MISSOURI

Address: 602 SOUTH MAIN STREET

JOPLIN, MISSOURI 64801

By: _____
Signature

_____
Title of Representative

ATTEST:

By: _____
Signature

_____
Title

CONTRACTOR

Name: EMERY SAPP & SONS, INC.

Address: 2301 I-70 DRIVE NW

COLUMBIA, MISSOURI 65202

By: _____
Signature

V.P.
Title of Representative

ATTEST

By: _____
Signature

PROJECT MANAGER
Title

LEGEND



CONTRACTOR'S HAU



FLAGMEN



LOW PROFILE BARR

RSA

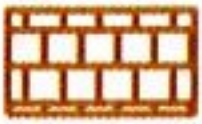
RUNWAY SAFETY AR



PHASE 1 - ALL WORK
RUNWAY 13-31 RSA



PHASE 2 - ALL WOR
RUNWAY 13-31 RSA



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RUNWAY 13-31 RSA
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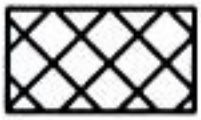

CONTRACTOR'S STO
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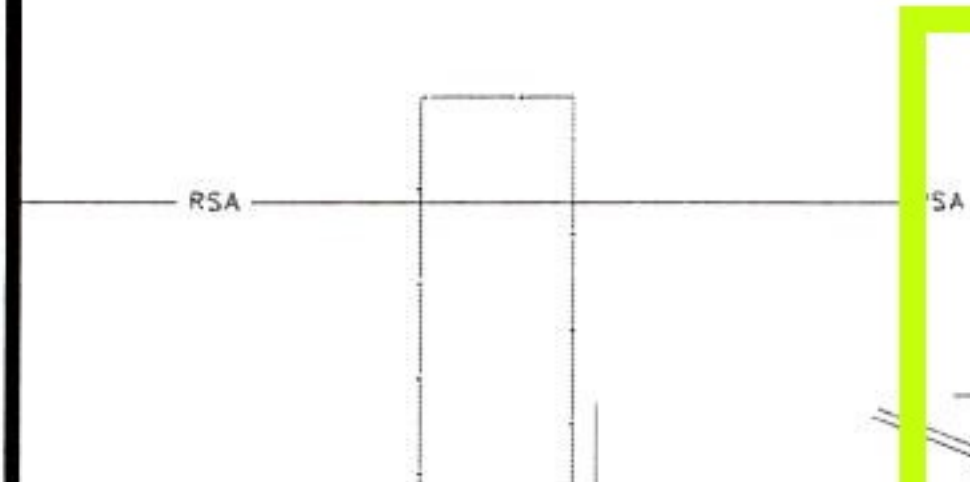

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #:_____ BID ITEM DESCRIPTION:_Reconstruct Runway 18/36

BID OPENING DEADLINE:_____ 5/12/2020 DEPARTMENT:_____Airport

REQUISITION NUMBER:_____ DATE & TIME OPENED:_2:00pm

OPENED BY:_____Steve Stockam WITNESSED BY:_____Melissa Hunter

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT	
Captial Paving	5/12/2020	BASE BID 1 ASPHALT	PROJECT 1	N	$ 7,775,919.72	
Captial Paving	5/12/2020	BASE BID 1 ASPHALT	PROJECT 2	N	$ 6,479,877.78	
Captial Paving					$ 14,255,797.51	TOTAL
Emery Sapp & Sons	5/12/2020	BASE BID 1 ASPHALT	PROJECT 1	N	$ 6,311,290.41	
Emery Sapp & Sons	5/12/2020	BASE BID 1 ASPHALT	PROJECT 2	N	$ 5,646,696.47	
Emery Sapp & Sons					$ 11,957,986.88	TOTAL
Emery Sapp & Sons	5/12/2020	BASE BID 2 CONCRETE	PROJECT 1	N	$ 6,614,891.61	
Emery Sapp & Sons	5/12/2020	BASE BID 2 CONCRETE	PROJECT 2	N	$ 5,954,168.85	
Emery Sapp & Sons					$ 12,569,060.46	TOTAL

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

COUNCIL BILL NO. 2021-100 **ORDINANCE NO.**

AN ORDINANCE authorizing an agreement by and between the City of Joplin and Emery Sapp and Sons, Inc., for Phase 2 Project 1 Reconstruction of the South 3,000 Feet of Runway 18-36 and Replace Adjacent Runway Lights at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Emery Sapp and Sons Inc., for Construction Services in the amount of Six Million Six Hundred Fourteen Thousand Eight Hundred Ninety-One and 61/100 Dollars ($6,614,891.61) for Phase 2 Project 1 Reconstruction of the South 3,000 Feet of Runway 18-36 and Replace Adjacent Runway Lights at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That upon the final approval and acceptance of work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the construction company shall be paid from the Airport fund.

Section 4. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council herby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of _____, 2021, by a_____vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-101 – Approval of Missouri Department of Transportation (MoDOT) Grant Second Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2021-101 Ordinance; MoDOT Supplemental Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
On August 5, 2019 the City Council accepted an Air Service Promotion and Marketing agreement from MoDOT. Due to the impact of COVID-19 on the aviation industry MoDOT has revised the project schedule. The original project time period of June 30, 2020 will be extended to December 31, 2021, to allow for completion of the work. Paragraph (1) of the First Supplemental Agreement is hereby amended accordingly.

BACKGROUND
This Grant Agreement was entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission awarded funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant provided advertising funds for existing/new service routes. The funds are used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas

FUNDING SOURCE
The Local Match Share will come from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet MoDOT guidelines for grant acceptance.

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 196-090A-3

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on August 6, 2019, and executed by the Commission on August 15, 2019 (hereinafter, "Original Agreement") under which the Commission granted the sum of One Hundred Seventy-Five Thousand Dollars ($175,000) to the Sponsor to assist in specified Air Service Promotion and Marketing and Marketing Study; and

WHEREAS, the parties entered into a First Supplemental Agreement to Airport Aid Agreement executed by the Sponsor on June 15, 2020, and executed by the Commission on June 16, 2020 (hereinafter, "First Supplemental Agreement") under which the parties extended the project time period from June 30, 2020 to December 31, 2020, to allow for completion of the work; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2020, will be extended to December 31, 2021, to allow for completion of the work. Paragraph (1) of the First Supplemental Agreement is hereby amended accordingly.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second Supplemental Agreement, the Original Agreement and First Supplemental Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement and First Supplemental Agreement shall extend and apply to this Second Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

COUNCIL BILL NO. 2021-101 ORDINANCE NO.

AN ORDINANCE Authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Second Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the extension agreement by and between the City of Joplin and the Missouri Department of Transportation (MoDOT) for Air Service Promotion and Marketing at the Joplin Regional Airport with an original project period ending June 30, 2020 be extended to December 31, 2021; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet MoDOT guidelines for grant acceptance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-102 – Approval of MoDOT Grant Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2021-102 Ordinance; MoDOT Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This is a 90/10 reimbursable agreement. The total amount of the proposed marketing program is Sixty-Six Thousand Six Hundred Sixty-Seven Dollars and No Cents ($66,667.00). The amount of the grant award to be reimbursed to the City is Sixty Thousand and no/100 Dollars ($60,000.00). The amount of local matching funds, and/or other resources, to be furnished by the City of Joplin is Six Thousand Six Hundred Sixty-Seven and no/100 Dollars ($6,667.00). This Airport Aid Agreement will be used to promote Commercial Airline service at the Joplin Regional Airport.

BACKGROUND
This Grant Agreement is entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission has agreed to award funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant will provide advertising funds for existing\new service. The funds will be used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas

FUNDING SOURCE
The Local Match Share will come from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet MoDot Guidelines for grant acceptance.

COUNCIL BILL NO. 2021-102 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a Missouri Department of Transportation (MoDOT) Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and Missouri Department of Transportation in the amount of Sixty-Six Thousand Six Hundred Sixty-Seven and no/100 Dollars ($66,667.00) for the Promotion and Marketing of Commercial Air Service at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the City of Joplin declares that this ordinance, a general appropriation, is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to meet MoDot Guidelines for grant acceptance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 206-090A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated September 27, 2020, and specifically described as follows:

Air Service Promotion and Marketing;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Sixty Thousand Dollars ($60,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Six Thousand Six Hundred Sixty-Seven Dollars ($6,667). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from September 1, 2020 through December 31, 2021. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(6) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (6)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(7) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(9) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(11) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(15) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided

by the Commission or its representative.

(18) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(19) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(21) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(22) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and

sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(23) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(25) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-105 – authorizing the acceptance of an amendment of AMA-OC20-012 to the existing work authorization agreement by and between the City of Joplin and Allgeier, Martin and Associates Inc. (AMA) for Professional Engineering Consulting Services for Turkey Creek Wastewater Treatment Facility (WWTF) UV Improvements; and containing and emergency clause.

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2021-105 Ordinance; Amendment Agreement;

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is an amendment to Work Authorization AMA-OC20-012 by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for professional engineering consulting services not to exceed the amount of Forty-eight Thousand and no/100 Dollars ($48,000.00) for Turkey Creek WWTF UV improvements.

BACKGROUND
The Ultraviolet (UV) Disinfection building was placed in service in 2011 at the Turkey Creek Wastewater Treatment Facility. The UV system provides for disinfection of the plant effluent prior to discharge to Turkey Creek. The maximum allowable flow through the UV disinfection system is currently 24 million gallons per day (MGD). Additional hydraulic capacity is needed to reduce the frequency of sanitary sewer overflows (SSOs) and plant bypasses. Planned improvements to the UV disinfection facilities will increase the treatment capacity of the UV system by nearly fifty percent, to 35-MGD. The project will include the design and construction of additional channels and piping and associated UV disinfection equipment. This is an amendment to CB 2020-135 to get the construction started. This project once completed will improve upon the amount of water discharged from the WWTF and mitigate bypasses at the plant. AMA was selected as the most qualified on-call consultant because of their involvement with the Shoal Creek Plant Expansion and the Wastewater Facilities Plan. This amendment is to begin the bid process for construction and implementation.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis due to public health concerns associated with sanitary sewer overflows, being an Ordinance dealing with public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2021-105 ORDINANCE NO

AN ORDINANCE authorizing an amendment of Work Authorization AMA-OC20-012 between the City of Joplin and Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Forty Eight Thousand and 00/100 Dollars ($48,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Improvements on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That this amendment of Work Authorization AMA-OC20-012 by and between the City of Joplin and Allgeier, Martin and Associates, Inc., in the not to exceed amount of Forty Eight Thousand and 00/100 Dollars ($48,000.00) for professional engineering consulting services associated with the Turkey Creek Wastewater Treatment Facility UV Improvements on behalf of the City of Joplin; true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, and due to the public health concerns associated with sanitary sewer overflows, is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-105

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Asst. Director of Public Works/Operations		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Turkey Creek WWTP UV Disinfection Equipment 2020	

AMENDMENT 001 TO WORK AUTHORIZATION NUMBER AMA-OC20-012

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number AMA-OC20-012 exceed the sum of Forty-Eight Thousand Dollars ($48,000).

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _Allgeier, Martin and Associates, Inc._____

By: _____

Printed Name: ___Chris Erisman_____

Title: __First Vice President_____

Date: ___01/07/2021_____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A AMENDMENT 001 TO WORK AUTHORIZATION NUMBER AMA-OC-020-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP UV Disinfection Equipment 2020 project)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the bidding and construction of the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 UV improvements at the Turkey Creek Wastewater Treatment Facility generally include the addition of UV equipment to expand the existing system and the addition of piping from the tertiary filters to the UV structure.

1.1.3.2 Design documents completed in a previous phase. Only minor modifications to documents for bidding are required.

1.1.3.4 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.5 Resident Construction Representation Phase services for the completion of the facility improvements. Services will be provided part time with an estimated construction duration of 6 months (up to 180 hours of inspection time).

1.2 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.2.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.2.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.2.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.2.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.2.5 Schedule and assist with a project pre-construction conference.

1.2.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety

precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.2.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.2.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.2.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.2.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.2.9.

1.2.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.2.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.2.1 through 1.2.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.3 Resident Project Representation.

1.3.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER

responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.3.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.3.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.3.2. Duties and Responsibilities of RPR.

1.3.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.3.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.3.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.3.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.3.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.3.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.3.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.3.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.3.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.3.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.3.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to

OWNER prior to final payment for the work.

1.3.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.3.3 Limitations of Authority. Resident project representative:

1.3.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.3.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.3.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.3.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.3.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.3.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.3.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.3.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Anticipate 4 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 6 months for construction of proposed improvements.
Construction Phase Services and Inspection are based upon an anticipated 6-month construction time period.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021, 2022, and 2023"; with a total compensation ceiling of $48,000, as set forth in AMENDMENT 001 to Work Authorization Number AMA–OC-020-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.4 and 1.2)	$20,000
Resident Project Representation Services (Paragraphs 1.1.3.5 and 1.3)	$28,000
Total Estimated Maximum Fee – All Services	$48,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022, and 2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-501 – Approving a budget amendment for FY 2021

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-501 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the central garage operations equipment budget in the amount of $5,800.00 to replace equipment that has broken and is beyond its useful life. This includes the replacement of an air conditioner machine in the amount of $4,000.00 and a 4-ton floor jack in the amount of $1,800.00. This equipment is needed to continue to maintain the overall fleet of the City.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $5,800.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2021-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, and

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

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Five Thousand Eight Hundred Dollars and No Cents ($5,800.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
19-Jan-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
505	Central Garage Fund					
				$	-	
	Garage	505-7870-500-8220	Operating Equipment			5,800
	Total Central Garaage Fund			$	-	5,800
	Grand Total			$	-	5,800

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-502 – Approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District (CID).

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-502 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Remove Property; Map of Property

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

SUMMARY
This Council Bill approves an amended petition to amend the boundaries and remove property from the 32nd Street Place Community Improvement District (CID).

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted an amended petition to the City to amend the boundaries and remove property from the CID. The amended deannexed property includes that portion of the existing Hammons Boulevard that crosses the site of the proposed Menards store. It has been determined that additional property must be removed from the District to accommodate the location of the proposed Menards store.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to advance this project.

COUNCIL BILL NO. 2021-502 ORDINANCE NO.

AN ORDINANCE approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and rescinding Ordinance No. 2020-205; and, containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under the by virtue of the Constitution and the laws of the State of Missouri; and

WHEREAS, by Ordinance No. 2020-113 adopted by the City Council on August 3, 2020, and in accordance with the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)", the 32nd Street Place Community Improvement District (the "District") was established as a political subdivision of the State of Missouri to fund certain public and private facilities and improvements within the project area, including improvements to Hammons Boulevard, which is currently a private road that intersects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District; and

WHEREAS, on December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the addition of certain property to the District in accordance with the CID Act and as provided in the Amended Petition to Amend Boundaries and Add Property to the District filed with the City Clerk on November 12, 2020; and

WHEREAS, on December 21, 2020, the City Council adopted Ordinance No. 2020-205 ("Deannexation Ordinance") approving the removal of certain property from the District in accordance with the CID Act and as provided in the Petition to Amend Boundaries and Remove Property from the District filed with the City Clerk on October 29, 2020; and

WHEREAS, a portion of the existing northern section of Hammons Boulevard, including its intersection with 32nd Street, is intended to be conveyed to the City and will ultimately be replaced by a new and re-aligned Hammons Boulevard. Upon completion, the Hammons Boulevard improvements will be dedicated to the City; and

WHEREAS, pursuant to Section 67.1441.1 of the CID Act, the owners of property seeking to remove its property from the District signed a petition, which petition was consented to by the District's Board of Directors by Resolution 2020:15 dated December 29, 2020; and

WHEREAS, an Amended Petition to Amend Boundaries and Remove Property from the District was filed with the City Clerk on December 29, 2020, (the "Amended Deannexation Petition"), a copy of the Amended Deannexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Amended Deannexation Petition requests that the City Council amend the District's boundaries by removing the tracts, as legally described and depicted in **Exhibit B** attached hereto (the "Amended Deannexed Property"); and

WHEREAS, the Amended Deannexed Property includes that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store and was annexed into the District by

Ordinance No. 2020-193 dated December 7, 2020, which is legally described as Tract 1 on the attached **Exhibit B**, to enable the District to utilize District funds to assist in the re-alignment of Hammons Boulevard. It has since been determined that the District will not expend any District funds with respect to such Tract 1 and that additional property must be removed from the District to accommodate the location of a proposed Menards store. Accordingly, the Amended Deannexed Property includes the property that is the subject of the original Deannexation Petition, plus the additional property to be removed to accommodate the proposed Menards store when built, all as legally described and depicted on the attached **Exhibit B**;

WHEREAS, once the Hammons Boulevard improvements are complete and accepted by the City, such improvements will be dedicated to the City; and

WHEREAS, the City Clerk verified that the Amended Deannexation Petition substantially complies with the CID Act, submitted the verified Amended Deannexation Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Amended Deannexation Petition were withdrawn within seven (7) days after the Amended Deannexation Petition was filed with the City Clerk; and

WHEREAS, all of the Amended Deannexed Property is located within the City of Joplin; and

WHEREAS, on January 19, 2021, the City Council held a public hearing at which all persons interested in the amendment of the District's boundaries were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Amended Deannexation Petition and amend the District's boundaries by removing the Amended Deannexed Property from the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Amended Deannexation Petition.

Section 2. The City Clerk has verified the Amended Deannexation Petition substantially complies with all submission requirements of the CID Act.

Section 3. The boundaries of the District are further amended to exclude the Amended Deannexed Property in accordance with Section 67.1441.1 of the CID Act and the Amended Deannexation Petition. The boundaries of the District, as amended by the removal of the Amended Deannexed Property, will be contiguous.

Section 4. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all

certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 6. To the extent that Ordinance No. 2020-205 is inconsistent with this Ordinance, Ordinance No. 2020-205 is rescinded. The property removed from the District on a contingent basis by Ordinance 2020-205 is also removed by this Ordinance, except that such property, along with the remainder of the Amended Deannexed Property, is being removed by this Ordinance immediately.

Section 7. This Ordinance relating to the amendment of the District's boundaries to remove the Amended Deannexed Property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The Amended Deannexation Petition needs to be approved to advance the District's project and the boundaries of the District are hereby amended to exclude the Amended Deannexed Property.

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

of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-502

Exhibit A

Amended Petition to Amend Boundaries and Remove Property

Exhibit B

Legal Description and Maps of Property to be Removed

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE

CONTINUING SOUTH 01°29’03” WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52’54” EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56’35” EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36’47” EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37’40” EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22’20” EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53’10” EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01’02” EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25’36” WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34’24” WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25’36” EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07’26” WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36’06” WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43’32” WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49’44” EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50’51” EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40’47” EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20’14” EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12’52” EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25’13” EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18’30” EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34’59” EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11’32” EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

MAPS SHOWING PROPERTY TO BE REMOVED AND FULL BOUNDARY MAP WITH DEANNEXED PROEPRTY REMOVED ATTACHED ON FOLLOWING PAGES

AMENDED PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020
Re-Submitted December 29, 2020

EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF DISTRICT
EXHIBIT B	MAP OF DISTRICT
EXHIBIT C	LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED FROM DISTRICT
EXHIBIT D	MAP OF ADJACENT PROPERTY TO BE REMOVED
EXHIBIT E	LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY REMOVAL
EXHIBIT F	MAP OF DISTRICT AFTER PROPERTY REMOVAL
EXHIBIT G	CID RESOLUTION NO. 2020-15

AMENDED PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("**City Council**") of the City of Joplin, Missouri ("**City**"):

The 32nd Street Place Community Improvement District ("**District**"), which was formed effective August 3, 2020 by Ordinance No. 2020-113 ("**Formation Ordinance**") adopted by the City Council, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo, as amended ("**Act**"). On December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the addition of certain property to the District in accordance with the Act and as provided in the separate Amended Petition to Amend Boundaries and Add Property to the District.

The District was formed to acquire property and to fund certain public improvements, including, among other improvements permitted under the Act, the construction of a re-aligned Hammons Boulevard, which is an existing private road that connects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District, and the construction of three regional detention basins as part of a larger redevelopment project.

The Petition to Amend Boundaries and Remove Property from the District was filed with the City on October 29, 2020 ("Original Removal Petition"). On December 21, 2020, the City Council adopted Ordinance No. 2020-205 approving the contingent removal of certain property from the District pending completion of planned improvements to Hammons Boulevard within the District. The Original Removal Petition contemplated that the District would acquire that portion of the existing Hammons Boulevard that is to be replaced by a new, re-aligned section of Hammons Boulevard. Due to changes in the redevelopment project, it is now anticipated that the City will acquire and own such portion of Hammons Boulevard until the new, re-aligned section of Hammons Boulevard is complete and dedicated to the City.

A portion of the existing Hammons Boulevard that was added to the District by the Annexation Ordinance (and was also the subject of the Original Removal Petition) crosses a tract that is the location of a proposed Menards store, which section of Hammons Boulevard, plus other adjacent property to be removed from the District to accommodate construction of the proposed Menards store, collectively comprise the property to be removed from the District as provided in this amended petition ("**Adjacent Property**"). The Adjacent Property is collectively owned by: (1) JDHQ Land Holding, LLC, a Delaware limited liability company; (2) Arapaho LLC, a Missouri limited liability company; and (3) Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation (individually, each a "**Petitioner**" and, collectively the "**Petitioners**"). The Petitioners desire to remove the Adjacent Property from the District as permitted under the Act.

The District and the Petitioners are filing this Amended Petition to Amend Boundaries and Remove Property from the District to include additional property for removal and to request that

the removal occur earlier than requested in the Original Removal Petition. With this amendment, the District and the Petitioners are seeking to remove a total of approximately 9 acres from the District and for the removal to occur immediately upon approval by the City Council in accordance with the Act.

Removal of the Adjacent Property will facilitate the Hammons Boulevard improvements and allow for maximum site planning flexibility for the construction of a proposed Menards store.

The Petitioners request that the boundaries of the District be amended by removing the Adjacent Property from the District pursuant to Section 67.1441.1, RSMo, which provides that:

Upon the written request of any real property owner within the district, the governing body of the municipality may hold a public hearing for the removal of real property from a district and such real property may be removed from such district by ordinance, provided that:

(1) The board consents to the removal of such property;

(2) The district can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

(3) The public hearing is conducted in the same manner as required by section 67.1431 with notice of the hearing given in the same manner as required by section 67.1431 and such notice shall include:

(a) The date, time and place of the public hearing;

(b) The name of the district;

(c) The boundaries by street location, or other readily identifiable means if no street location exists of the real property proposed to be removed from the district, and a map illustrating the boundaries of the existing district and the real property proposed to be removed; and

(d) A statement that all interested persons shall be given an opportunity to be heard at the public hearing.

Petitioners are the owners of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be removed from the District, and (2) comprise more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be removed from the District.

1. Current Boundaries, Legal Description, and Map of District

The current legal description of the District is attached hereto as **Exhibit A**. A map of the current boundaries of the District is attached hereto as **Exhibit B**. The District is located entirely within the corporate boundaries of the City.

2. Amended Boundaries, Legal Description and Map of District

The Adjacent Property is legally described on the attached **Exhibit C** and a map of the Adjacent Property is attached as **Exhibit D**. The amended legal description of the District without the Adjacent Property is attached hereto as **Exhibit E**. A map of the amended boundaries of the District without the Adjacent Property is attached hereto as **Exhibit F**. The District, including the removal of the Adjacent Property proposed to be removed from the District, is located entirely within the corporate boundaries of the City.

3. Signatures May Not Be Withdrawn

Notice has been provided to all Petition signers that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Formation Petition

Unless otherwise defined in this Petition, all capitalized terms shall have the meaning given to them in the Petition for the Creation of the 32nd Street Place Community Improvement District submitted to the City on June 30, 2020 ("**Formation Petition**").

5. Total Assessed Value of Adjacent Property

The total estimated assessed value of all real property located within the Adjacent Property is approximately $257,693.00.

6. Methods of Financing District Projects and District Services - Sales Tax

Upon the removal of the Adjacent Property from the District, the Adjacent Property shall no longer be subject to the District's projects or the District's sales tax.

7. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

8. Consent of Board of Directors

Consent of the Board of Directors of the District approving the amendment of the District's boundaries by removing the Adjacent Property from the District is necessary under the Act. Upon adoption by the Board of Directors of the District, a copy of the District's resolution consenting to and approving the removal of the Adjacent Property will be attached hereto as **Exhibit G**.

9. Request for Boundary Amendment and Removal of the Adjacent Property

By execution and submission of this Petition, the Petitioners respectfully request that the City Council amend the boundaries of the District by removing the Adjacent Property from the District.

10. No Other Amendments

Except as provided in this Petition, this Petition does not request any other changes or amendments to the Formation Petition.

11. District Obligations

Petitioners state that the District can meet its obligations without the revenues generated by or on the Adjacent Property after removal.

[Remainder of page intentionally left blank; signature pages immediately follow]

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holding, LLC
Owner's Telephone Number	(480) 222-6035
Owner's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Name of Signer	John Casale
Signer's Legal Authority to Sign	Authorized Signatory
Signer's Telephone Number	(480) 222-6035
Signer's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

JDHQ Land Holding, LLC

By: _____
John Casale, Authorized Signatory

Date: December 28th, 2020

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Casale, Authorized Signatory of JDHQ Land Holding, LLC, a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: Nov 3, 2024

AMELIA E VEGA
Notary Public, State of Arizona
Maricopa County
Commission # 590889
My Commission Expires
November 03, 2024

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner (contingent)	Arapaho LLC
Owner's Telephone Number	(573) 365-9440
Owner's Mailing Address	12 Allen Road Eldon, MO 65026
Name of Signer	Garry Prewitt
Signer's Legal Authority to Sign	Managing Member
Signer's Telephone Number	(573) 365-9440
Signer's Mailing Address	12 Allen Road Eldon, MO 65026
Type of Entity	Missouri limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

Arapaho LLC

By: _____
Garry Prewitt, Managing Member
Date: December 24, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF MILLER)

BE IT REMEMBERED, that on this 24 day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Garry Prewitt, the Managing Member of Arapaho LLC, a Missouri limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Cynthia Horton
NOTARY PUBLIC

My Commission Expires: 3-13-2022

CYNTHIA HORTON
Notary Public, Notary Seal
State of Missouri
Miller County
Commission # 14592919
My Commission Expires 03-13-2022

Signature Page for Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District:

Name of Owner	Victory Ministry and Sports Complex
Owner's Telephone Number	(417) 206-6886
Owner's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Name of Signer	Jack E. Frost
Signer's Legal Authority to Sign	CEO
Signer's Telephone Number	(417) 206-6886
Signer's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Type of Entity	Missouri nonprofit corporation
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

By executing this Petition, the undersigned represents and warrants that he or she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that it has been given notice that its signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc.

By: _____
Jack E. Frost, CEO

Date: December 28, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

ASHLEY NEGRON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 9, 2023
Commission #16907636

BE IT REMEMBERED, that on this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack E. Frost, CEO of Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc., a Missouri nonprofit corporation, who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Ashley Negron
NOTARY PUBLIC

My Commission Expires: Jan. 9, 2023

Owner	Parcel ID	Address	AV 2020 Land Improvements
Victory Ministry	04-4.0-19-000-000-005.014	3405 Hammons Blvd.	$0[1]
JDHQ Land Holding, LLC	04-4.0-19-000-000-005.000	No address assigned	$8,153[2]
Arapaho LLC	04-4.0-19-000-000-005.006	3232 Hammons Blvd.	$249,540.00
	Total		**$257,693.00**

PETITIONERS' PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioners' Property		**$257,693.00**
Total AV Adjacent Property		**$257,693.00**
Percentage of Total AV		**100%**

[1] The Adjacent Property includes a portion of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.014 and such portion of the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Victory Ministry property as a portion of the Adjacent Property is estimated based on an analysis of the assessed value of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County. Because the assessed value of such parcel is $0, the assessed value attributed to the Victory Ministry tract is also $0.

[2] The Adjacent Property includes is a portion of the Petitioner JDHQ Land Holdings, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 and such portion of the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Petitioner JDHQ Land Holding, LLC's property as a portion of the Adjacent Property is estimated based on an analysis of the assessed value of the property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of December, 2020.

_____
Barbara J. Gollhofer
City Clerk

[SEAL]

EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID

INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 114.87 ACRES, MORE OR LESS.

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE

SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 117.25 ACRES, MORE OR LESS.

EXHIBIT B
CURRENT MAP OF DISTRICT

Dec 23, 2020 – 11:20am Plotted By: kbald G:\Shared drives\KC10 – Land Development\Projects\2020\20KC10000 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\3 CID BOUNDARY AFTER ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

3

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C
LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF

99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

EXHIBIT D
MAP OF ADJACENT PROPERTY TO BE REMOVED

Dec 22, 2020 - 11:20am Plotted By: khold G:\Shared drives\KCTO - Land Development\Projects\JO20\JO10011 JD Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\4 CID DE-ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID ANNEXATION



Woodsonia Real Estate Inc

4

WOODSONIA REAL ESTATE INC.

CID DE-ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT E
LEGAL DESCRIPTION OF DISTICT WITH ADJACENT PROPERTY REMOVED

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36°58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG

SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH

01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 108.26 ACRES, MORE OR LESS.

EXHIBIT F
MAP OF DISTICT WITH ADJACENT PROPERTY REMOVED

Dec 22, 2020 – 11:31am Plotted By: khold G:\Shared drives\ACTO – Land Development\Projects\2020\20CT0060 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\5 CID BOUNDARY FINAL AFTER DEANNEX 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY AFTER DEANNEX



5

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(FINAL AFTER DEANNEXATION)
JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A• KANSAS CITY, MO 64145• PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC 62

EXHIBIT G
DISTRICT RESOLUTION

RESOLUTION NO. 2020-15

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND REMOVAL OF ADJACENT PROPERTY FROM THE DISTRICT; AUTHORIZING SUBMISSION OF AN AMENDED PETITION TO CITY OF JOPLIN FOR APPROVAL; AND OTHER ACTIONS RELATED THERETO.

WHEREAS, by Ordinance No. 2020-113, adopted August 3, 2020 ("Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo ("Act"), the City Council ("City Council") of the City of Joplin, Missouri ("City") approved the Petition for Establishment of the 32nd Street Place Community Improvement District ("Petition"), thereby creating the 32nd Street Place Community Improvement District ("District"); and

WHEREAS, the District was formed to acquire property for and to fund certain public improvements, including the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three regional detention basins as part of a larger redevelopment project;

WHEREAS, on December 7, 2020, the City Council adopted Ordinance No. 2020-193 ("Annexation Ordinance") approving the **addition** of certain property to the District in accordance with the Act and as provided in the separate Amended Petition to Amend Boundaries and Add Property to the District filed with the City Clerk on November 12, 2020; and

WHEREAS, the current boundaries of the District are legally described on the attached Exhibit A and depicted on the map attached as Exhibit B;

WHEREAS, Hammons Boulevard is an existing private road that connects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District;

WHEREAS, by Resolution No. 2020-09 dated October 28, 2020, the District consented to the removal of certain property from the District as described in the Petition to Amend Boundaries and Remove Property from the District ("Deannexation Petition"), which petition was signed by the owners of such property in accordance with the Act and subsequently filed with the City Clerk on October 29, 2020;

WHEREAS, the property described in the Deannexation Property ("Property to be Deannexed") is a portion of Hammons Boulevard that crosses a tract ("Carved-Out Tract") that was intentionally carved out of the District at the time of its formation and is the site of a proposed Menards store;

WHEREAS, the Deannexation Petition specified that the removal of the Deannexation Property would be contingent upon the completion of the planned Hammons Boulevard improvements;

WHEREAS, in accordance with the Act, the City Council held a public hearing on the Deannexation Petition and the first reading of an ordinance to approve the Deannexation Petition was heard on December 7, 2020;

WHEREAS, the City Council adopted Ordinance No. 2020-205 dated December 21, 2020, approving the removal of the Property to be Deannexed; provided, however, that the effectiveness of such ordinance is contingent upon the completion of the planned Hammons Boulevard improvements;

WHEREAS, since the filing of the Deannexation Petition, Menards has advised the District that its proposed store may be relocated and that such relocation could place all or a portion of its proposed store inside the District, requiring that additional property within the District be removed to ensure that the entirety of the proposed Menards store is located outside of the District when built;

WHEREAS, the Property to be Deannexed, which is legally described as Tract 1 on the attached Exhibit C, plus the additional property to be removed from the District to accommodate the location of the proposed Menards store when built, is collectively defined as the "Adjacent Property", which is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

WHEREAS, the Adjacent Property is collectively owned by: (1) JDHQ Land Holding, LLC, a Delaware limited liability company; (2) Arapaho LLC, a Missouri limited liability company; and (3) Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation (individually, each a "Petitioner" and, collectively the "Petitioners").

WHEREAS, the District and the Petitioners desire to amend the Deannexation Petition in order to remove the Adjacent Property as described and depicted in this Resolution from the District as permitted under the Act;

WHEREAS, Section 67.1441.1, RSMo, provides that, with the consent of the Board of Directors of the District, real property may be removed from the District by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the removal of the real property in the manner provided in Section 67.1431, RSMo, upon proper notice;

WHEREAS, the District is in receipt of the Amended Petition to Amend Boundaries and Remove Property from the District signed by the Petitioners to **remove** the Adjacent Property from the District; and

WHEREAS, the District desires to approve and consent to the further amendment of the District's boundaries by removing the Adjacent Property and to submit the Amended Petition to Amend Boundaries and Remove Property from the District to the City Clerk for approval in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Board of Directors acknowledges receipt of the Amended Petition to Amend Boundaries and Remove Property from the District and the Board of Directors approves and consents to the further amendment of the District's boundaries by removing the Adjacent Property from the District.

2. The Board of Directors finds that the District will be able to meet its obligations without the revenues generated by or on the Adjacent Property after the Adjacent Property has been removed from the District.

3. The Amended Petition to Amend Boundaries and Remove Property from the District is approved in substantially the form presented on this date to the Board of Directors, subject to such changes, additions or deletions as may be deemed necessary or desirable by the District's officers, upon the advice of counsel, to carry out the purpose and intent of this Resolution, provided that any substantive changes are also approved by the owners of the Adjacent Property.

4. The District's officers and legal counsel are authorized and directed to submit the Amended Petition to Amend Boundaries and Remove Property from the District to the City Clerk for approval by the City Council of the City of Joplin, Missouri following a public hearing in accordance with the Act.

5. Upon the removal of the Adjacent Property from the District, the Adjacent Property shall be no longer subject to the District's projects and or the District's sales tax.

6. The Chairman, Vice Chairman and Secretary are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution, including, without limitation, taking steps as such officers deem necessary or desirable to satisfy any preconditions as the City may establish to the removal of the Adjacent Property from the District.

7. This Resolution shall take effect immediately.

Adopted December 29, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Charles J. (Pete) Hall, Jr. Secretary

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 114.87 ACRES, MORE OR LESS.

PLUS THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND

Tract 3:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST

RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

Tract 4:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

Tract 5:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 117.25 ACRES, MORE OR LESS.

EXHIBIT B

Map of Current District Boundaries

Dec 22, 2020 - 11:20am Plotted By: khold G:\Shared drives\KC10 - Land Development\Projects\2020\20KC10020 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\3 CID BOUNDARY AFTER ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

3

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
911 W 141ST TERR, STE A• KANSAS CITY, MO 64145• PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC 62

EXHIBIT C

Legal Description of Adjacent Property

Tract 1:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

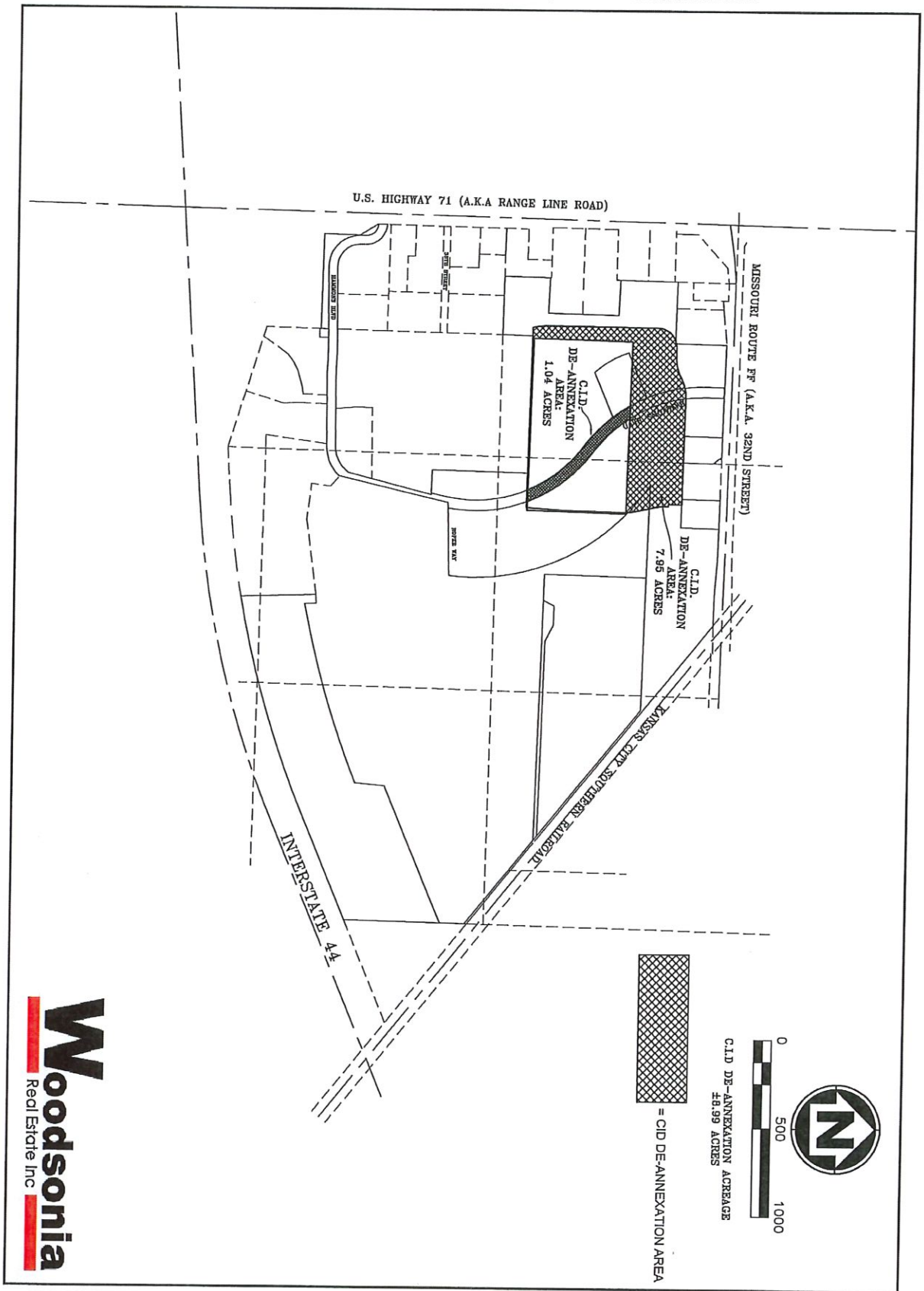
COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED

COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING.** CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

EXHIBIT D

Map of Adjacent Property

Dec 22, 2020 - 11:20am Plotted By: Matt G:\Shared drives\2010 - Land Development\Projects\2020\20JO10000 JO Harmony Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\4 CID DE-ANNEXATION 2020-12-22.DWG Layout: WOODSONIA CID ANNEXATION



Woodsonia Real Estate Inc

4

WOODSONIA REAL ESTATE INC.

CID DE-ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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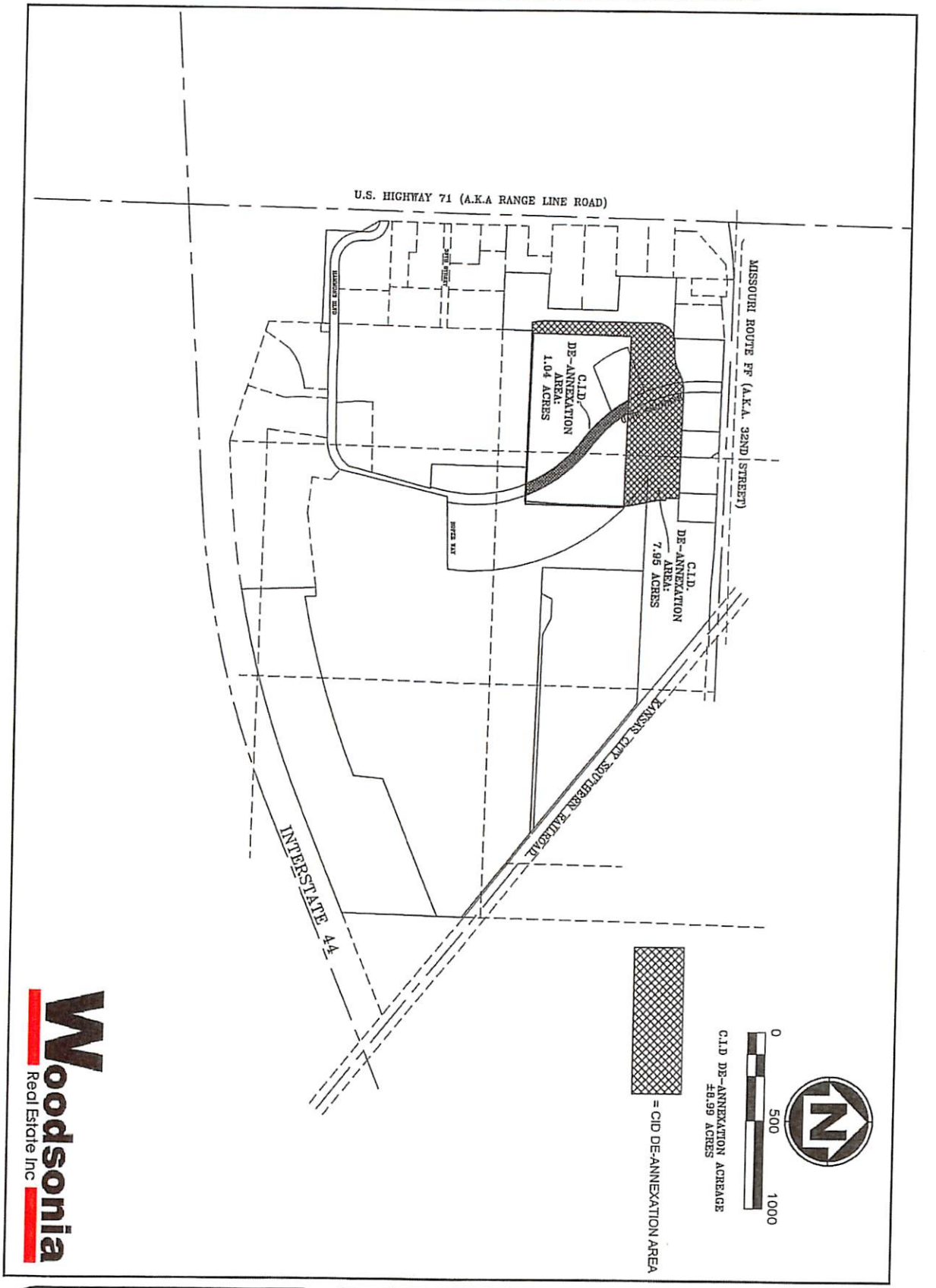

Woodsonia Real Estate Inc

4

WOODSONIA REAL ESTATE INC.

CID

DE-ANNEXATION

CITY OF JOPLIN

NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-104
An Agreement for City Services Trash Removal

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-104 Ordinance; Agreement, WCA Proposal Submittal; Bid Summary and Cost Analysis

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and Waste Corporation of Missouri LLC (WCA)

BACKGROUND
This Council Bill approves an agreement with WCA for the solid waste collection and disposal services with the City of Joplin from specified city owned buildings and facilities. Besides city facilities, the service also includes the hauling and dumping of roll-off containers, containing leaves/grass clippings/tree limbs/brush, from any future designated locations to the city compost facility, tree limb processing site, or at a yet to be determined location. The agreement is for three years from April 1, 2021 and ending March 31, 2024. The agreement can be extended an additional year if both parties agree. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period.

FUNDING SOURCE
All city funding sources using services

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2021-104 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC (WCA) to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Whereas, beginning April 1, 2021 the City of Joplin will manage City Services Trash and Solid Waste Removal through an exclusive agreement with WCA and said agreement expires on March 31, 2024.

Whereas, the City of Joplin accepted three competitive, sealed Proposals (RFP-102-2020) on December 8, 2020 for City Services Trash and Solid Waste Removal, and WCA provided the lowest cost bid.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" from each of the Departments.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount of funding is available in each of the Departments budgets utilizing the City Services Trash and solid waste removal called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

COST ANALYSIS OF PROPOSALS

CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #102-2020

C&R Disposal

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$8.50	44	$374.00	
4 cubic yard	$11.50	440	$5,060.00	
6 cubic yard	$13.50	24	$324.00	
40 cubic yard	$125.00	2	$250.00	plus 45 per ton
90 gallon cart	$2.50	56	$140.00	
2 cubic yard for sanitary sewer	$10.50	84	$882.00	
4 cubic yard for sanitary sewer	$13.50	20	$270.00	
6 cubic yard for sanitary sewer	$15.50	12	$186.00	
			$7,486.00	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Jordan Disposal

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$13.00	44	$572.00	
4 cubic yard	$16.50	440	$7,260.00	
6 cubic yard	$19.00	24	$456.00	
40 cubic yard	$125.00	2	$250.00	plus 60 per ton
90 gallon cart	$3.11	56	$174.16	
2 cubic yard for sanitary sewer	$13.00	84	$1,092.00	
4 cubic yard for sanitary sewer	$16.50	20	$330.00	
6 cubic yard for sanitary sewer	$19.00	12	$228.00	
			$10,362.16	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

WCA

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$6.63	44	$291.72	
4 cubic yard	$8.84	440	$3,889.60	
6 cubic yard	$13.75	24	$330.00	
40 cubic yard	$75.00	2	$150.00	plus 45 per ton
90 gallon cart	$2.50	56	$140.00	
2 cubic yard for sanitary sewer	$6.63	84	$556.92	
4 cubic yard for sanitary sewer	$8.84	20	$176.80	
6 cubic yard for sanitary sewer	$13.75	12	$165.00	
			$5,700.04	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Republic Services declined to submit a proposal.

BID TABULATION

PROJECT: RFP 102-2020 City Services Trash
DATE OF BID OPENING: 8 December 2020

CONTRACTOR	TOTAL BASE BID
WCA	$5,700.04
C&R Disposal	$7,486.00
Jordan Disposal	$10,362.16



CITY OF JOPLIN

PROPOSAL FOR JOPLIN MUNICIPAL SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

December 8 2020

December 8, 2020

City of Joplin
Lynden Lawson- Asst. Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #102-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial three (3) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-849-6988, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

Max Murray

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

BID SUBMITTED BY

Waste Corporation of Missouri LLC

Name and Address of Proposer:

Waste Corporation of Missouri LLC
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650
TIN 76-0657707

Authorized Representative:
Randy Thompson – Region I
District Manager, Missouri South
417-851-1915
rthompson@wcamerica.com

Contact for RFP:
Max Murray
Municipal Marketing
417-849-6988, fax 417-832-0650
mmurray@wcamerica.com

Service Contact:
Bryan Franks
Assistant District Manager
3700 West 7th Street
Joplin, MO 64802
417/866-9537
bfranks@wcamerica.com

Dan Boley
Joplin Hauling Manager
3700 W. 7th Street
Joplin, MO 64802
800-747-7701
dboley@wcamerica.com

1

LETTER OF TRANSMITTAL

Randy Thompson

Certificate of Authority

2

OVERVIEW

Corporate Structure

Missouri-South Summary

Staffing

Scope of Work

Litigation

3

TECHNICAL INFORMATION

Section 3. B. 1

Section 3. B. 2. a

Section 3. B. 2. b

Section 3. B. 2. c

4

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES AND EXPENSES

5

FINANCIAL STATEMENT

PROPRIETARY & CONFIDENTIAL

6

MISC FORMS: Notarized Affidavit of Compliance, E-Verify, Certificate of Good Standing, W-9, Equipment, References, Facilities, Licenses and Certificates of Insurance

7

CITY OF JOPLIN

ADDENDUMS TO RFP #102-2020

8

TAB 1

Letter of Transmittal

Secretary's Certificate

December 8, 2020

City of Joplin
Attn: Lynden Lawson
Asst. Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the City of Joplin for waste hauling and disposal services for the Joplin Municipal Facilities. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the community's needs.

As WCA's District Manager for Missouri-South, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It is our promise to you that we will uphold the stringent standards that the City and Staff expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into any new marketplace we anticipate expanded challenges in improving our labor performance and adherence to service standards as expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the facilities of the City of Joplin.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a professional Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise. With WCA's current Hauling Facility located in the City of Joplin, our emergency response services are fast and effective as proven by our performance following the Joplin Tornado in May of 2011. WCA worked hand in hand with FEMA to construct and operate an open-air transfer station to perform emergency recovery services for the Community.

I want to thank you for the opportunity to be of service to the City of Joplin as well as the opportunity to build a long-lasting partnership with the City.

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri.

After reviewing our proposal, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the City of Joplin into the future. Should there be any questions regarding our response, we would welcome the opportunity to answer any questions.

Sincerely,

Randy Thompson
District Manager WCA MO-South
Waste Corporation of Missouri, LLC

CERTIFICATE OF AUTHORITY.

WASTE CORPORATION OF MISSOURI, LLC

OFFICER'S CERTIFICATE

September 10, 2020

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected and qualified (i) Vice President, General Counsel and Secretary of Waste Corporation of Missouri, LLC, a Delaware limited liability company that is authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("WCA - Missouri"), (ii) Senior Vice President – General Counsel and Secretary of WCA Waste Corporation, a Delaware corporation and the parent company of WCA – Missouri ("Parent"), and (iii) Vice President, General Counsel and Secretary of WCA Waste Systems, Inc., a Delaware corporation and the sole member of WCA – Missouri ("Waste Systems").

The undersigned further certifies that:

1. WCA – Missouri is a wholly-owned subsidiary of Parent and Waste Systems.

2. Parent and Waste Systems conduct their solid waste collection, disposal and recycling business in the State of Missouri through and under WCA – Missouri.

3. Randy Thompson has been duly appointed and qualified and is currently serving as a District Manager of WCA – Missouri and, in such capacity, Mr. Thompson is an authorized agent and representative of WCA – Missouri (as well as Parent and Waste Systems) with respect to all business activities and contractual matters of WCA – Missouri.

4. Pursuant to resolutions duly adopted by Waste Systems, as the sole member of WCA – Missouri, and in accordance with WCA – Missouri's Operating Agreement, Mr. Thompson has been duly authorized and empowered to negotiate, enter into and execute, in the name and on behalf of WCA – Missouri, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of WCA – Missouri, Parent and Waste Systems in connection with operations and activities of WCA – Missouri in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of WCA – Missouri, Parent and/or Waste Systems in connection with any municipal bids or RFPs in the State of Missouri.

5. As is common in a holding company organizational structure, Waste Systems performs consolidated billing, collection, cash management and banking services for Parent's subsidiaries, including the billing and collection of amounts owed to WCA – Missouri under municipal contracts pursuant to which WCA – Missouri performs solid waste collection, disposal and recycling services. Accordingly, any invoices or other billing statements from Waste Systems and all payments made to Waste Systems pursuant to such invoices and other billing statements are and will be deemed valid and authorized invoices from and payments to WCA - Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of September, 2020.

By: _____
Name: Michael A. Roy
Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

TAB 2

OVERVIEW

Corporate Structure WCA

Missouri-South Summary

Staffing

Scope of Work

Litigation

WCA Waste Corporation



WCA Company History:

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable, and dedicated Corporate based staff. As of January 1, 2019, WCA is providing services to over 650,000 residential, commercial, industrial customers. With over 950 collection trucks with 1,700 employees, WCA owns and operates 21 landfills, 28 transfer stations, 5 energy recovery stations, and 33 collection facilities in 11 states as well as 2 fully operational MRF's.



WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and includes two beautiful lakes. WCA takes pride in giving back to the communities it serves and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity- backed consolidators and privately-held family operations.

WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



Relevant Developer Experience

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).



Missouri-South Management Summary:

Randy Thompson – District Manager – Missouri - South

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience encompassing transfer station operations, hauling company operations, and landfill operations. Randy is responsible for multiple municipal solid waste landfills, transfer stations, and hauling companies providing solid waste collection, recycling and disposal services throughout Missouri, Kansas, Kentucky, and Tennessee. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

Bryan Franks – Assistant District Manager / Municipal Liaison Missouri - South

Bryan is the District Operations Manager of WCA Waste Corporation's Missouri South District. Bryan has over 13 years experience in the waste disposal industry with professional experience managing hauling operations, transfer stations, landfill operations, material recycling facilities, and municipal contracts. As the District Operations Manager, Bryan is responsible for 2 municipal solid waste landfills, 6 transfer stations, and 5 solid waste hauling divisions providing solid waste collection, recycling and waste disposal services. Bryan's experience in the waste industry began with Republic Services and later with Clean Harbors.

Lana Alderdice – District Sales Manager of Missouri South & Kentucky Districts

Lana is the District Sales Manager which covers marketplaces in Missouri, Kansas, Kentucky, and Tennessee. Lana's experience includes over 25 years of solid waste industry experience in various positions. Lana is responsible for directing the development of Sales and Marketing initiatives across the District and for maintaining relationships with both Municipal and Open Market customers. Lana's experience in the waste industry began with United Waste and has continued to include sales managerial positions with USA Waste and Republic Services. Lana has completed numerous continuing education courses ranging from those specific to

the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

Max Murray – Municipal Marketing Manager

Max Murray has been involved in the waste industry for 50+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

Matt Sanders – District Director of Engineering and Compliance

Matt Sanders has been in the Solid Waste Industry for 20 years. He spent 6 years with Waste Management and 20 years with WCA Waste Corporation. In addition to District duties covering multiple sites, Matt is currently Landfill Manager of WCA's Oak Grove Landfill located in Arcadia Kansas. Matt has been involved with all aspects of daily Landfill operations starting out as general labor and working up to Landfill Manager in 1999. In 2007 Matt was involved in the Transfer Station construction in Labette County KS and currently serves as the manager of the facility along with his Landfill responsibilities. In 2010 Matt worked alongside Enerdyne Power Systems to bring the gas-to-energy facility online at the Oak Grove Landfill. Matt has attended the SWANA Managers of landfill Operations course and participates annually at the KDHE SWANA Training courses. Matt has attended the EPG Companies Pump Service School and has been involved with the installation of multiple EPG pumps, control panels and sumps.

Marcus Gardner – South District Drive Trainer

Marcus has held various positions with WCA including route driver, dispatcher, Supervisor, and driver trainer. Marcus has filled the roll as Safety coordinator for Missouri – South District for three years with superior performance in accident prevention and driver safety training. Work experience includes responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Marcus covers regulations dealing with OSHA as well as DOT regulations including highway transportation and hours of service.

Dan Boley – Operations Manager of Joplin Hauling

The Operations Manager for WCA is Dan Boley who has been with the Company since 2017. Dan has over 14 years' experience in operational management with the most recent in the waste disposal industry. Dan has served in many different capacities for WCA. Dan has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As Operations Manager, Dan is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Dan's responsibilities encompass 7,200 sq mi market area, stretching from east of Sarcoxie to Neodesha Kansas and from the Arkansas border to north of El Dorado Springs. Dan fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

SCOPE OF WORK:

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and City Staff. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the City requests. WCA understands the importance of customer service and meeting the needs of the community.

Customer Service – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is always expected to conduct his or herself in a professional manner.
- CSR's work together with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information, we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The Site Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your facilities and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via direct phone contact or email correspondence.

As an outsourced service provider, we understand that we are a critical extension to the City of Joplin, and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a seamless transition and that we will exceed your expectations.

WCA shall have both the Assistant District Manager, Bryan Franks, and Site Manager, Dan Boley, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with appropriate City designee as often as needed** to ascertain that the City's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific “in house” Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. Site Manager, Dan Boley, shall be the assigned point of contact for all City of Joplin operational requests.

WCA’s local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Thursday, 8:00 a.m. to 4:30 p.m. and Friday 8:00 to 4:00 pm, with the transfer station operating Monday through Friday, 7:30 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Municipal Building Contract, WCA would immediately begin ordering new containers and planning for the integration of the City Facilities into our current routing schedules..

Solid Waste Collection



WCA will be placing new or refurbished containers at all Joplin Facilities with a focus on supplying front load style containers wherever possible and rear load containers or carts in areas that require such equipment. Containers requiring wheels will be identified and arrangements will be made to accommodate the necessity for wheels. Containers requiring location within pen enclosures shall be located accordingly.

WCA's commercial service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from front loading trucks, to traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's needs, the required equipment will be utilized. WCA has the ability to meet your needs.

Roll-off Waste Collection Services

WCA will provide roll-off collection services for bulky waste / items as needed in compliance with the City RFP #102-2020 as needed. Roll-off waste will be removed on an "on call" or scheduled service depending upon the needs of the City. Any roll-off units requiring disposal of waste at the Joplin Transfer Station or WCA Landfill in Arcadia, Kansas, will be charged an appropriate disposal cost based upon the weight of the materials emptied. All disposal fees will be documented with weight tickets from the scale house showing the entry and exit weight of the trucks using the facility. Roll-off containers are available in 20, 30, and 40 cubic yard capacitys.

Safety – *A Company Wide Initiative*

Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you must practice what you preach in safety and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

Safety - Training & Education



WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**



<u>Maintenance Operations</u>

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed daily to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information are uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts, and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

<u>Emergencies – Storms – Hurricanes</u> *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these

emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a second Transfer Site, three scale staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris - 53,900 tons of material and shipped 45 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially, but through the personnel, experience, and customer service, WCA is the preferred decision for the City.

WCA is there to get the job done *"right the first time*!"

Latest News: In October of 2020, WCA Waste Corporation was purchased by GFL Environmental Services which is a National Company listed on the New York Stock Exchange. WCA of Missouri LLC retains it's Corporate status with direct reporting to the Corporate Headquarters located in the United States. GFL now provides services in 9 Canadian Territories and 27 States within the U.S.

WCA is excited about this venture as it provides further opportunities for growth as well as extensive financial backing.

LITIGATION

WASTE CORPORATION OF MISSOURI LLC

- Waste Corporation of Missouri LLC is under no litigation for any legal action.

TAB 3

TECHNICAL INFORMATION

SECTION 3. B. 1

SECTION 3. B. 2. a

SECTION 3. B. 2. b

SECTION 3. B. 2. c

3. B. Technical Information

3. B. 1 Proponents understanding of the Scope of Work.

- WCA shall deliver all equipment as listed in RFP #102-2020 48 hours prior to the commencement of service to ensure City Facilities have containers on site, ready for use, after the incumbent service provider removes their equipment. In the event there is insufficient space to stage the WCA equipment in the proper location, containers will be staged in the closest available location and relocated into pen enclosures or assigned location as soon as such space is available. All services shall be routed on the day assigned by the City thus preserving the current schedule of services. Services will be provided by WCA front load or rear load trucks as applicable.

3. B. 2 RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3 B. 2. a Provide a description of how you will communicate with City employees regarding trash service, including notification of changes in service, complaint response, etc.

- WCA shall communicate directly with City designee via phone, text, or email regarding any service issues experienced. Communications shall include, but not be limited to, projected equipment delivery dates and any routing changes that may be necessary. WCA shall provide an email address specifically for the City of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to comply with the schedule of services required by the City, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Resolution of any complaint sent to WCA shall receive priority status and resolved per RFP requirements. WCA shall be proactive in informing the City of any potential issue or danger WCA Driver's identify in order to protect City property and personnel. WCA shall communicate via cell, text, or email, to forewarn City designee of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. b Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

- Waste Corporation shall observe the following three (3) Holiday's each year:

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs.

It shall be the intent of Waste Corporation to make certain each City Facility is

serviced as scheduled on a weekly or as needed basis.

In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. City Facility service information shall be made available to the City via existing communication resources with City and WCA being in agreement as to the best manner to reestablish needed services.

In the event of an emergency situation creating a prolonged interruption of service, the City and WCA shall be in direct communication and a mutually agreeable plan shall be implemented to establish a time line required to normalize service schedules.

Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station on the west-side of the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. c The City desires to pursue a multi-year agreement ….

- WCA has provided appropriate pricing and anticipated future cost adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 4. As specified by RFP #102-2020, the initial term of the contract shall be for three (3) years with no increase in fees allowed.

- Refer TAB 3 - WCA has addressed all minimum levels of service required.

TAB 4

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A THREE (3) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
40 Cubic Yard Roll-Off	$ 75.00 each
30 Cubic Yard Roll-Off	$ 75.00 each
20 Cubic Yard Roll-Off	$ 75.00 each
2 Cubic Yard Dumpster	$ 6.63 each
4 Cubic Yard Dumpster	$ 8.84 each
6 Cubic Yard Dumpster	$ 13.75 each
8 Cubic Yard Dumpster	$ 17.31 each
90 or 96 Gallon Polycart	$ 2.50 each

* Any roll off requiring waste disposal shall be charged a fee of $45.00 per ton

ITEM TWO: Provide for the collection and disposal of City facility waste ***which may contain Sanitary Sewer and Paper Sewage waste*** at bar screen facilities (Turkey Creek Waste Water Plant and Shoal Creek Waste Water Plant) as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
2 Cubic Yard Dumpster	$ 6.63 each
4 Cubic Yard Dumpster	$ 8.84 each
6 Cubic Yard Dumpster	$ 13.75 each

CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A
updated 28 October 2020

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY
City Hall	602 S. Main Street	1	4 CY	1/week
Joplin Public Library	1901 East 20th Street	1	4 CY	1/week
Health Dept./Women Infant Children	321 E. 4th Street	1	4 CY	2/week
***Justice Center	303 E. 3rd Street	2	4 CY	1/week
Parks Department				
Parks Department Office	3010 W. 1st Street	1	4 CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2	2 CY	1/week
Joplin Sports Complex-Softball/Soccer Field	3301 W. 1st Street	4	4 CY	1/week
Landreth Park	500 NW Murphy Blvd	1	4 CY	1/week
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	3/week March-Oct
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	3/week March-Oct
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	5/week May-Aug
Cunningham Pool	25th & Porter Avenue	1	4 CY	5/week May-Aug
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug
Memorial Hall	212 W. 8th Street	1	4 CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	2/week April-Oct
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	1/week Nov-March
Public Works Center - Parks	1301 West 2nd Street	11	4 CY	3/week April-Oct
Public Works Center - Parks	1301 West 2nd Street	6	4 CY	.5/week Nov-March
Airport Department				
*Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week
Airport General Aviation Terminal	5501 N. Dennis Weaver Dr.	1	4 CY	1/week

**Airport T-Hangers	5501 N. Dennis Weaver Dr.	14	90 Gal Cart	1/week
Public Works Center				
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed
Fire Department				
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week
Fire Station #3	2727 Newman Road	1	2 CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week
Public Safety Training **Center**	5102 North Swede Lane	1	2 CY	1/week
Waste Water Department****				
Turkey Creek Waste Water Plant	3457 Eddy Lane	1	6 CY	3/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	6	2 CY	3/week
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	4 CY	3/week
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	2 CY	3/week
Tin Cup Lift Station	1801 West Glendale Road	1	4 CY*****	2/week

** Driver to push button at gate; tower personnel will see driver in camera before entry is permitted*

*** Driver must have an airport personnel "escort." Please work with contact below to schedule consistent p/u time Contact for Airport is Peter Kaufmann. Driver must call 417-437-1710 (answered 24/7) for an escort inside. Peter Kaufmann cell is 417-499-8988*

**** We are requesting that the two dumpsters are placed at opposite sides of the building*

***** All dumpsters from the Waste Water Department may contain sanitary sewer waste that must be properly disposed.*

****** This dumpster must be on wheels.*

TAB 5

FINANCIAL STATEMENT

PROPRIETARY & CONFIDENTIAL

Legal Note regarding Document

To Whom It May Concern:

The financial statements of WCA Waste Corporation and all subsidiaries, including Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) are prepared, audited, and certified on a consolidated basis. As such, a separate certified/audited financial statement is not prepared for the bidding WCA subsidiary (i.e. Waste Corporation of Missouri, LLC/WCA of Missouri, LLC).

The financial information provided by Proposer/Bidder is Confidential and is subject to being closed under Mo. Rev. Stat. § 610.021(12).

WCA Waste Corporation

Consolidated Financial Report
December 31, 2019

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM

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Consolidated statements of stockholders' equity	4
Consolidated statements of cash flows	5
Notes to consolidated financial statements	6-30

Confidential

RSM

RSM US LLP

Independent Auditor's Report

Board of Directors
WCA Waste Corporation

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of WCA Waste Corporation and its subsidiaries which comprise the consolidated balance sheets as of December 31, 2019 and 2018 and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WCA Waste Corporation and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Houston, Texas
March 11, 2020

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WCA Waste Corporation

Consolidated Balance Sheets
December 31, 2019 and 2018
(Dollars In Thousands, Except Par Value Amounts)

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	**$ 382**	$ 6,103
Accounts receivable, net of allowance for doubtful accounts of $1,565 and $1,558, respectively	**48,609**	46,353
Prepaid expenses and other	**4,132**	5,045
Total current assets	**53,123**	57,501
Property, plant and equipment, net	**456,707**	454,818
Goodwill	**230,563**	230,047
Intangible assets, net	**54,565**	59,151
Other assets	**196**	319
Total assets	**$ 795,154**	$ 801,836
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	**$ 20,384**	$ 27,482
Accrued liabilities and other	**53,317**	57,072
Current maturities of long-term debt	**5,476**	5,665
Total current liabilities	**79,177**	90,219
Long-term debt, less current maturities, discount and debt issuance costs	**440,962**	439,195
Accrued closure and post-closure liabilities	**21,975**	17,408
Deferred income taxes	**12,187**	11,836
Total liabilities	**554,301**	558,658
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.0001 par value per share; 1,000 shares authorized, 1,000 shares issued and outstanding		
Additional paid-in capital	**268,581**	268,377
Retained deficit	**(27,728)**	(25,199)
Total stockholders' equity	**240,853**	243,178
Total liabilities and stockholders' equity	**$ 795,154**	$ 801,836

See notes to consolidated financial statements.

Confidential

WCA Waste Corporation

Consolidated Statements of Operations
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	2019	2018
Revenues	**$ 402,933**	$ 357,262
Expenses:		
Cost of services	**266,298**	241,910
Depreciation and amortization	**66,380**	59,582
Selling, general and administrative (including stock-based compensation of $204 and $281, respectively)	**48,439**	49,896
Gain on sale of assets and divestitures	**(923)**	(1,911)
	380,194	349,477
Operating income	**22,739**	7,785
Interest expense, net	**(24,236)**	(20,780)
Loss before income taxes	**(1,497)**	(12,995)
Income tax expense	**(1,032)**	(7,388)
Net loss	**$ (2,529)**	$ (20,383)

See notes to consolidated financial statements.

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WCA Waste Corporation

Consolidated Statements of Stockholders' Equity
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	Common Stock		Additional Paid-In	Retained	Total Stockholders'
	Shares	Amount	Capital	Deficit	Equity
Balance, December 31, 2017	1,000	$ -	$ 268,096	$ (4,816)	$ 263,280
Share-based compensation expense related to Parent LTIP shares issued to employees	-	-	281	-	281
Net loss	-	-	-	(20,383)	(20,383)
Balance, December 31, 2018	1,000	-	268,377	(25,199)	243,178
Share-based compensation expense related to Parent LTIP shares issued to employees	-	-	204	-	204
Net loss	-	-	-	(2,529)	(2,529)
Balance, December 31, 2019	**1,000**	**$ -**	**$ 268,581**	**$ (27,728)**	**$ 240,853**

See notes to consolidated financial statements.

Confidential

WCA Waste Corporation

Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	2019	2018
Cash flows from operating activities:		
Net loss	$ (2,529)	$ (20,383)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	66,380	59,582
Stock-based compensation expense	204	281
Amortization of debt issuance costs and debt discount	1,021	1,135
Deferred tax provision	351	6,778
Interest accretion expense for closure and post-closure obligations	1,673	1,280
Gain on sale of assets and divestitures	(923)	(1,911)
Provision for doubtful accounts	1,802	1,172
Changes in assets and liabilities, net of effects of acquisitions and divestitures:		
Accounts receivable, net	(3,248)	(1,749)
Prepaid expenses and other	1,033	(1,940)
Accounts payable and other liabilities	(11,970)	15,964
Net cash provided by operating activities	53,794	60,209
Cash flows from investing activities:		
Acquisitions of businesses, net of cash acquired	(5,520)	(102,278)
Proceeds from settlement of provisional amounts related to prior acquisitions	630	-
Proceeds from sale of property, plant and equipment	1,127	3,852
Proceeds from divestitures	1,224	-
Capital expenditures	(56,748)	(57,296)
Net cash used in investing activities	(59,287)	(155,722)
Cash flows from financing activities:		
Proceeds from long-term debt	-	100,000
Principal payments on long-term debt	(4,791)	(4,551)
Principal payments on notes payable	(230)	(213)
Net advances on revolving line of credit	5,000	1,000
Net (payments on) advances from swingline	(207)	644
Debt issuance costs	-	(1,484)
Net cash (used in) provided by financing activities	(228)	95,396
Net decrease in cash and cash equivalents	(5,721)	(117)
Cash and cash equivalents:		
Beginning of year	6,103	6,220
End of year	$ 382	$ 6,103
Supplemental disclosures of cash flow information:		
Interest paid	$ 21,786	$ 21,410
Income taxes paid	$ 620	$ 625
Noncash investing activities, capital expenditures included in accounts payable	$ 7,575	$ 8,441

See notes to consolidated financial statements.

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Note 1. Organization and Significant Accounting Policies

Business: WCA Waste Corporation (WCA or the Company) is an integrated company engaged in the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. The Company currently provides services to customers in Alabama, Arkansas, Colorado, Florida, Kansas, Kentucky, Missouri, New Mexico, Oklahoma, Tennessee and Texas.

WCA was acquired (the Acquisition) on March 23, 2012 through a merger with Gadus Intermediate, LLC and COD Merger Company, Inc. (the Parent, which includes upstream holding companies, Gadus Holdings, LLC and Gadus Holdings Corporation), each of which is affiliated with Macquarie Infrastructure Partners II, L.P. (Macquarie). Subsequent to the Acquisition, the Company became a wholly owned subsidiary of the Parent, which is principally owned by investment funds affiliated with Macquarie. Prior to March 23, 2012, the Company operated as a public company with its common stock traded on the NASDAQ.

Basis of presentation: The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Principles of consolidation: The consolidated financial statements include the accounts of WCA and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Adoption of new accounting standards: From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (FASB) or other standard setting bodies that are adopted by the Company as of the specified effective date.

In November 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. On January 1, 2019, the Company adopted ASU 2016-18, which did not have an impact on the consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. ASU 2016-16 requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. On January 1, 2019, the Company adopted ASU 2016-16. The adoption of this guidance did not have an impact on the consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments.* ASU 2016-15 provides guidance on how certain cash receipts and cash payments should be presented and classified in the statement of cash flows with the objective of reducing existing diversity in practice with respect to these items. On January 1, 2019, the Company retrospectively adopted ASU 2016-15. Cash payments made within 120 days of the acquisition date of a business combination to settle a contingent consideration liability are classified as cash outflows from investing activities. Thereafter, cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement period adjustments) are classified as cash outflows from financing activities and any excess is classified as cash outflows from operating activities. The adoption of this amended guidance did not have an impact on the Company's consolidated statement of cash flows.

Note 1. Organization and Significant Accounting Policies (Continued)

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the guidance is that using a five step methodology an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard also requires enhanced qualitative and quantitative disclosure regarding revenue recognition from customer contracts.

The Company adopted this guidance using the modified retrospective approach effective January 1, 2019 with no adjustment to retained deficit. The prior period has not been restated and continues to be reported under Revenue Recognition (Topic 605). The standard was adopted through the application of the portfolio approach. The Company selected a sample of customer contracts to assess under the guidance of the new standard that were characteristically representative of each portfolio. Upon completion of the Company's review, the guidance did not result in a significant change to the timing of revenue recognition. The Company identified certain immaterial sales commissions, which represent costs of obtaining a contract, that should be capitalized as contract acquisition costs under the guidance and amortized to general and administration expense over the expected life of the customer contract. Based on the immateriality of these sales commissions, no adjustment to retained deficit nor the accounting for these costs was deemed necessary.

Reclassifications: Certain prior year balances have been reclassified to conform to current year presentation with no effect on net loss or stockholders' equity.

Cash equivalents: The Company considers all highly liquid debt instruments with original maturities at the date of purchase of three months or less to be cash equivalents.

Property, plant and equipment (exclusive of landfills, discussed below): Property, plant and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized while minor replacements, maintenance, and repairs are charged to expense as incurred.

When property, plant and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in the results of operations as increases or offsets to operating expense for the respective period. The Company depreciates property and equipment over the estimated useful life of the asset using the straight-line method. The estimated useful lives for significant property, plant and equipment categories are as follows (in years):

Vehicles and equipment	3-10
Containers	5-12
Buildings and improvements	15-25
Furniture and fixtures, computers, software	3-10

Landfill accounting:

Capitalized landfill costs: At December 31, 2019, the Company owned twenty-one landfills. Two of these landfills are fully permitted but not constructed and have not yet commenced operations as of December 31, 2019.

Note 1. Organization and Significant Accounting Policies (Continued)

Capitalized landfill costs include expenditures for the acquisition of land and related airspace, engineering and permitting costs, cell construction costs and direct site improvement costs. At December 31, 2019, no capitalized interest had been included in capitalized landfill costs; however, in the future, interest could be capitalized on landfill construction projects but only during the period the assets are undergoing activities to ready them for their intended use. Capitalized landfill costs are amortized ratably using the units-of-consumption method over the estimated useful life of the site as airspace of the landfill is consumed. Landfill amortization rates are determined periodically (not less than annually) based on aerial and ground surveys and other density measures and estimates made by the Company's engineers, outside engineers, management and financial personnel.

Total available airspace includes the total of estimated permitted airspace plus an estimate of probable expansion airspace that the Company believes is likely to be permitted. Where the Company believes permit expansions are probable, the expansion airspace, and the projected costs related to developing the expansion airspace are included in the airspace amortization rate calculation. The criteria the Company uses to determine if permit expansion is probable include but are not limited to whether: (i) the Company believes the project has no fatal flaws; (ii) the land is owned or controlled by the Company, or under option agreement; (iii) the Company has committed to the expansion; (iv) financial analysis has been completed and the results indicate that the expansion has the prospect of a positive financial and operational impact; (v) personnel are actively working to obtain land use, local and state approvals for the expansion; (vi) the Company believes that the permit is likely to be received; and (vii) the Company believes that the timeframe to complete the permitting is reasonable.

The Company may be unsuccessful in obtaining expansion permits for airspace that has been considered probable. If the Company is unsuccessful in obtaining these permits, certain previously capitalized costs will be charged to expense.

Closure and post-closure obligations: For each landfill, the Company has financial commitments for the costs associated with its future obligations for final closure, which is the closure of the landfill, the capping of the final uncapped areas of the landfill and post-closure maintenance of the facility, which is generally expected to be for a period between 2 and 30 years depending on type and location of the landfill.

Where the Company believes both the amount of a particular closure and post-closure liability and the timing of the payments are reliably determinable, the cost in current dollars is inflated (2.5 percent for the years ended December 31, 2019 and 2018) until expected time of payment and then discounted to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 percent and 6.25 percent for the years ended December 31, 2019 and 2018). Any changes in expectations that result in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The fair value of closure and post-closure obligations is developed based on our estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Interest accretion expense is applied to the closure and post-closure liability based on the weighted average rate using the effective interest method and is included in cost of services in the consolidated statement of operations.

Note 1. Organization and Significant Accounting Policies (Continued)

The impact of changes determined to be changes in estimates, based on an annual update, is accounted for on a prospective basis and typically results in both (i) a current adjustment to the recorded liability and asset and (ii) a change in liability and asset amounts to be recorded prospectively over the remaining capacity of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with our amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the landfill. Change in such estimates associated with airspace that has been fully utilized result in an adjustment to the recorded liability and landfill assets with an immediate corresponding adjustment to landfill airspace amortization expense. The Company's ultimate liability for such costs may increase in the future as a result of changes in estimates, legislation, or regulations.

The changes to landfill assets and accrued closure and post-closure liabilities for the periods ended are as follows:

	Landfill Assets, Net	Closure and Post-Closure Liabilities
Balance, December 31, 2017	$ 225,022	$ 17,622
Capital expenditures	5,294	-
Amortization expense	(21,514)	-
Obligations incurred and capitalized	1,781	1,781
Revisions to estimates of closure and post-closure activities	1,483	1,483
Interest accretion	-	1,280
Acquisitions	14,302	1,268
Payments related to landfill closure	-	(943)
Balance, December 31, 2018	226,368	22,491
Capital expenditures	18,039	-
Amortization expense	(22,100)	-
Obligations incurred and capitalized	1,684	1,684
Revisions to estimates of closure and post-closure activities	3,704	3,704
Interest accretion	-	1,673
Payments related to landfill closure	-	(3,061)
Balance, December 31, 2019	$ 227,695	$ 26,491

Had the Company not inflated and discounted any portion of its recorded liability of $26.5 million and $22.5 million, the amount recorded would have been $72.5 million and $63.8 million at December 31, 2019 and 2018, respectively.

The Company's total anticipated cost for closure and post-closure activities is $205.4 million, as measured in current dollars. Anticipated payments of currently identified closure and post-closure liabilities for the next five years and thereafter at December 31, 2019 are reflected below:

2020	$ 4,516
2021	1,281
2022	2,241
2023	2,336
2024	153
Thereafter	194,919
	$ 205,446

Note 1. Organization and Significant Accounting Policies (Continued)

The table below presents the Company's methodology of accounting for landfill closure and post-closure activities:

Description	Methodology
Definitions:	
Closure	Includes final capping event, final portion of methane gas collection system to be constructed (when required), demobilization, and the routine maintenance costs incurred after site ceases to accept waste, but prior to being certified as closed.
Post-closure	Includes routine monitoring and maintenance of a landfill after it has closed, ceased to accept waste and been certified as closed by the applicable state regulatory agency.
Discount rate	Obligations are discounted at the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 and 6.25 percent for 2019 and 2018, respectively).
Cost estimates	Costs are estimated based on expected costs of performance, by either third parties or the Company, except that the cost of any activities expected to be performed internally is increased to represent an estimate of the amount a third party would charge to perform such activity.
Inflation	Inflation rate of 2.5 percent for 2019 and 2018.
Recognition of assets and liabilities:	
Asset retirement costs	An amount equal to the discounted cash flows associated with estimates of future costs associated with landfill closure and post-closure activities recorded as an addition to capitalized landfill costs as airspace is consumed.
Closure and post-closure liabilities	The discounted cash flows associated with the fair value of the closure and post-closure liabilities is recorded with a corresponding increase in capitalized landfill costs as airspace is consumed. Interest accretion expense is recorded to cost of services and the corresponding liability until the liability is settled.
Statement of operations expense:	
Landfill asset amortization	Landfill assets are amortized to depreciation and amortization expense as airspace is consumed over the life of the landfill.
Interest accretion expense	Interest accretion expense on closure and post-closure liabilities is recorded using the effective interest method and is recorded as a component of cost of services.

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Note 1. Organization and Significant Accounting Policies (Continued)

Allocation of acquisition purchase price: A summary of the Company's accounting for acquisitions is as follows:

Acquisition purchase price is allocated to identified tangible assets and intangible assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition, with any residual amounts allocated to goodwill. The Company recognizes adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined, including the effect of the change in provisional amount as if the accounting had been completed at the acquisition date.

The Company deems the total remaining airspace of an acquired landfill to be a tangible asset. Therefore, for acquired landfills, the purchase price is initially allocated to the identified tangible and intangible assets acquired (including landfill airspace) and liabilities assumed based on their estimated fair values at the date of acquisition.

The Company accrues the fair value of the payment of any contingent purchase price, which takes into consideration the probability of the events surrounding the contingency.

All acquisition-related transaction costs are expensed as incurred. The Company expensed $186 of acquisition-related costs for the year ended December 31, 2019 and $1,500 for the year ended December 31, 2018. These items are reflected as a component of selling, general and administrative expenses as reported in the consolidated statement of operations.

Goodwill and indefinite lived intangible assets: Goodwill and intangible assets acquired in a business combination that are determined to have an indefinite useful life are not amortized, but are assessed for impairment at least annually. Intangible assets with estimable useful lives are amortized over their respective estimated useful lives on a straight-line basis.

The Company's intangible assets consist primarily of customer contracts, customer lists, covenants not-to-compete, operating rights and trademark/trade names. Customer contracts and customer lists are generally amortized on a straight-line basis over 7 to 20 years. Covenants not-to-compete are amortized over the term of the non-compete covenant, which is typically five years. Operating rights are amortized over the term of the operating agreements. Trademark/trade names are amortized on a straight-line basis over 20 years.

The Company assesses its goodwill, indefinite lived intangible assets and other long-lived assets for potential impairments annually on October 31 and more frequently if there is evidence that recent events or changes in circumstances have made recovery of an asset's carrying value less likely. If indicators of impairment are present for goodwill and indefinite lived intangible assets used in operations and future undiscounted cash flows are not expected to be sufficient to recover the asset's carrying value, an impairment loss is recognized in the period identified in an amount representing the excess of the asset's carrying value over its fair value.

In January 2017, the FASB issued new guidance (ASU 2017-04) that eliminates the requirement to calculate implied fair value of goodwill (i.e., Step 2 of the goodwill impairment test) to measure a goodwill impairment charge. Instead, entities will record an impairment charge based on the excess of a reporting unit's carrying amount over its fair value (i.e., measure the change based on Step 1). The standard does not change the guidance for completing Step 1 of the goodwill impairment test. An entity will still be able to perform the optional qualitative goodwill impairment assessment before determining whether to proceed to Step 1. This amended guidance, effective for the Company on January 1, 2023, permits early adoption. The Company's early adoption on January 1, 2018 did not have a material impact on our consolidated financial statements.

Note 1. Organization and Significant Accounting Policies (Continued)

For the years ended December 31, 2019 and 2018, the Company performed a qualitative assessment to determine whether it is more likely than not that the fair value of goodwill is less than its carrying amount. Based on the qualitative assessment of goodwill each year, the Company concluded that it was more likely than not that the fair value of goodwill was not less than the carrying amount; accordingly the Company did not proceed to Step 1 of the goodwill test and no impairment loss was recorded in 2019 or 2018.

Impairment of long-lived assets: Long-lived assets, including property and equipment and definite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to estimated undiscounted future cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Debt issuance costs: Debt issuance costs are amortized as a component of interest expense using the effective interest method. The Company expensed $911 and $1,019 for the years ended December 31, 2019 and 2018, respectively, for amortization of debt issuance costs which is reflected as interest expense in the consolidated statements of operations. In 2018 the Company incurred $1,484 of financing costs related to the refinancing of its syndicated credit agreement (see Note 7), of which $467 were capitalized as debt issuance costs and $1,017 did not meet capitalization criteria and were charged to interest expense.

Debt issuance costs related to a recognized debt liability are presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability, consistent with debt discounts.

Interest expense, net: Interest expense, net consists of the following for the years ended December 31:

	2019	2018
Long-term debt	$ 21,583	$ 19,453
Amortization of deferred issuance costs	911	1,019
Amortization of debt discount	110	116
Unrealized loss (gain) on interest rate derivatives	2,989	(123)
Realized gain on interest rate derivatives	(1,302)	(538)
Debt issuance costs not capitalized	-	1,017
	24,291	20,944
Less interest income	(55)	(164)
Interest expense, net	$ 24,236	$ 20,780

Income taxes: The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying values of existing assets and liabilities and their respective tax bases based on enacted tax rates. The Company provides a valuation allowance when, based on management's estimates, it is more likely than not that a deferred tax asset will not be realized in future periods.

Note 1. Organization and Significant Accounting Policies (Continued)

Income taxes have been calculated in accordance with Accounting Standards Codification (ASC) Topic 740. All tax amounts have been provided to show the effect of temporary differences between the recognition of revenues and expenses for financial and income tax reporting purposes and between the tax basis of assets and liabilities and their reported amounts in the financial statements. Income taxes payable are included with accrued liabilities on the Company's balance sheets. See Note 5, Certain Balance Sheet Accounts, for a detail of accrued liabilities. Tax positions measured and recognized in accordance with guidance issued by the FASB (Accounting for Uncertainty in Income Taxes) are recorded in deferred tax liabilities on the Company's balance sheets. Net deferred tax assets and liabilities are classified as noncurrent in the consolidated balance sheet. See Note 10, Income Taxes, for a discussion of the impact on the Company's deferred tax liability resulting from the enactment of the Tax Cuts and Jobs Act in December 2017.

Insurance: The Company has retained a portion of the risks related to its general liability, automobile and workers' compensation insurance programs. The exposure for unpaid claims and associated expenses, including incurred but not reported losses, is based on estimates of ultimate losses on claims and actuarially determined development factors. The Company is partially self-insured for certain losses relating to medical and dental insurance claims, and maintained individual stop loss coverage of $150 per incident through September 30, 2018. Beginning October 1, 2018, the Company increased its individual stop loss retention to $200 per incident. The Company does not maintain an aggregate stop loss policy for its medical plan. Claims, processing, and overhaul administration for the plan are provided by a third-party. The Company maintains an accrual to cover these self-insured risks, which is based on third-party data and historical claims history.

Revenue recognition and accounts receivable: The Company's revenues are primarily generated from fees charged for collection, transfer, disposal and recycling services and from sales of commodities by our recycling operations. Service obligations of a long-term nature from solid waste collection service contracts are satisfied over time and we recognize revenue based on the value provided to the customer during the current period. Revenues from collection operations are influenced by factors such as collection frequency, type of collection equipment furnished, type and volume or weight of the waste collected, distance to the disposal facility or material recovery facility and our disposal costs. Revenues from landfill operations consist of tipping fees, which are generally based on the type and weight or volume of waste being disposed of at the Company's disposal facilities. Fees charged at transfer stations are generally based on the weight or volume of waste deposited, taking into account our cost of loading, transporting and disposing of the waste at a disposal site. Recycling revenues generally consist of tipping fees and the sale of recycling commodities to third parties. Revenues do not include sales or other taxes collected from customers.

The Company recognizes revenues as services are performed or products are delivered. For example, revenue typically is recognized as waste is collected, tons are received at our landfills or transfer stations, or recycling commodities are collected or delivered as product. The Company bills for certain services prior to performance. Such services include, among others, certain commercial and residential contracts and equipment rentals. These advance billings are included in deferred revenues and recognized as revenues in the period service is provided.

The Company records deferred revenues when cash payments are received or due in advance of our performance and classify them as current since they are earned within a year and there are no significant financing components. Substantially all of our deferred revenues during the reported periods are realized as revenues within one to three months, when the related services are performed and are considered contract liabilities.

Note 1. Organization and Significant Accounting Policies (Continued)

The Company's receivables are recorded when billed or accrued and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates losses for uncollectible accounts based on the aging of the accounts receivable and the evaluation of the likelihood of success in collecting the receivable. Past-due receivable balances are written off when the Company's internal collection efforts have been unsuccessful in collecting the amount due.

Derivative financial instruments: The Company accounts for derivatives and hedging activities in accordance with ASC Topic 815, which requires that all derivative instruments be recorded on the balance sheet at their respective fair values. For derivatives designated in hedging relationships, changes in the fair value are either offset through earnings against the change in fair value of the hedged item attributable to the risk being hedged or recognized in accumulated other comprehensive income, to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings. For derivatives not designated in hedging relationships, changes in the fair value are marked-to-market through current interest expense. As of December 31, 2019 and 2018, no derivative instruments were designated in hedging relationships and, as a result, all changes in fair values have been recorded through current interest expense.

The Company uses variable-rate debt, Term Loan B, (see Note 7) to finance its operations. The debt obligations expose the Company to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit the variability of a portion of its interest payments and has purchased interest rate cap instruments (Interest Caps) from time-to-time to mitigate this risk.

In October 2016, the Company purchased Interest Caps with a notional amount of $280 million associated with its outstanding Term Loan B debt, in which the underlying is the 3-month floating LIBOR rate and the strike rate is 2.0 percent (2016 Interest Caps). In August 2018, the Company purchased an additional Interest Cap with a notional amount of $100 million associated with the add-on of its Term Loan B debt, in which the underlying is the 1-month floating LIBOR rate and the strike rate is 3.5 percent (2018 Interest Caps). The term of the 2016 Interest Caps and 2018 Interest Caps is 36 months. The 2016 Interest Caps matured in September 2019. In June 2019, the Company purchased a replacement interest rate cap with a notional amount of $380 million with an effective date of September 2019, in which the underlying is the 1-month LIBOR rate, the strike rate is 2.37% and the maturity date is March 2020 (2019 Interest Caps).

Under the terms of the instruments, if the specified underlying LIBOR floating rate is higher than the strike rate in any quarterly or monthly calculation period, the Company will receive interest payments based on the difference between the floating rate and the strike rate times the notional amount.

During 2019 and 2018, the 3-month LIBOR floating rate exceeded the strike rate of 2.0 percent and the Company received interest payments of $1,302 and $538, respectively, from the 2016 Interest Caps. These payments were reflected as a reduction of interest expense. The 1-month LIBOR floating rate did not exceed the 2018 Interest Caps strike rate of 3.5 percent or the 2019 Interest Caps strike rate of 2.37 percent and therefore the Company did not receive any interest payments in 2018 or in 2019 from these caps.

The fair value of the Interest Caps held as of December 31, 2019 was $2, which is included in other current assets. The fair value of the Interest Caps held as of December 31, 2018 was $1,600, of which $1,500 is included in other current assets and $100 is included in long-term other assets. The fair values of the Interest Caps are based on quotes received from financial institutions that issue these contracts (Level 2 in the fair value hierarchy).

Note 1. Organization and Significant Accounting Policies (Continued)

The Company uses diesel fuel extensively in its operations. The market price of diesel fuel is unpredictable and can fluctuate significantly. Management believes that it is prudent to limit the variability of a portion of its diesel exposure and, beginning in 2018, began purchasing fuel cap instruments (Fuel Caps) to mitigate a portion of this risk. Changes in the fair values of these Fuel Caps are reflected as either a charge or a credit to cost of services in the consolidated statement of operations.

In February 2018, the Company purchased Fuel Caps for a notional amount of 200,000 gallons per month for the period June 2018 through December 2018, with an underlying of Gulf Coast Ultra-Low-Sulfur Diesel (GC-ULSD) and a strike rate of $1.90 per gallon. In June 2018 and November 2018, the Company purchased additional Fuel Caps for a total notional amount of 200,000 gallons per month for the period January 2019 through June 2019, with an underlying of GC-ULSD and a strike rate of $2.30 per gallon.

During 2019, the Company purchased GC-ULSD Fuel Caps for notional amounts of 300,000 gallons per month for the periods (a) September 2019 (strike rate of $2.00 per gallon), (b) October 2019 through December 2019 (strike rate of $2.30 per gallon) and (c) January 2020 through March 2020 (strike rate of $2.00 per gallon).

Under the terms of the Fuel Caps, if the specified underlying GC-ULSD market rate is higher than the strike rate in any monthly calculation period, the Company will receive payments based on the difference between the market price per gallon and the strike rate times the notional amount of gallons. During 2018, the Company received cash settlements totaling $274, which are reflected as an offset to cost of services in the consolidated statement of operations. The Company did not receive any cash settlements in 2019.

The fair value of the Fuel Caps held as of December 31, 2019 was $39, which is included in other current assets. The fair value of the Fuel Caps is determined using standard option valuation models with assumptions about commodity prices based on those observed in underlying markets (Level 2 in the fair value hierarchy).

Fair value of financial instruments: The following disclosure of the estimated fair value of financial instruments is made in accordance with ASC Topic 825. The carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, debt and interest rate caps approximate fair value. For assets and liabilities that are measured using quoted prices in active markets, the total fair value is the published market price per unit multiplied by the number of units held without consideration of transaction costs. Assets and liabilities that are measured using significant other observable inputs are primarily valued by reference to quoted prices of similar assets or liabilities in active markets, adjusted for any terms specific to that asset or liability. For all other assets and liabilities for which observable inputs are not used, fair value is derived through the use of fair value models, such as a discounted cash flow model or other standard pricing models.

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2: Other than quoted prices included in Level I inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Note 1. Organization and Significant Accounting Policies (Continued)

Level 3: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

Concentrations of credit risk: Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company places its cash with high-quality financial institutions and limits the amount of credit exposure with any one institution; however, at times, cash balances may be in excess of FDIC insured limits. Concentrations of credit risk with respect to accounts receivable are limited because a large number of geographically diverse customers comprise the Company's customer base, thus spreading the trade credit risk. At December 31, 2019 and 2018, no single group or customer represented greater than 10 percent of total accounts receivable or revenues.

Restricted equity shares compensation: In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting.* The ASU is intended to simplify various aspects of accounting for share-based compensation arrangements, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. For example, the new guidance requires all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense, and for those excess tax benefits to be recognized regardless of whether it reduces current taxes payable. The ASU also allows an entity-wide accounting policy election to either estimate the number of awards that are expected to vest or account for forfeitures as they occur. On January 1, 2018, the Company adopted ASU No. 2016-09 and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

The Company calculates the fair value of share-based awards issued to its employees on the date of grant and recognizes the calculated fair value as compensation cost and Parent capital contribution over the requisite service period. Share based awards that vest upon the occurrence of a specific event are held in reserve until the vesting event is triggered. See Note 8 for additional information on stock-based compensation.

New accounting standards pending adoption: In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. There were further amendments to ASU No. 2016-02, including practical expedients, with the issuances of ASU No. 2017-13 in September 2017, ASU No. 2018-01 in January 2018, ASU 2018-10 in July 2018, ASU No. 2018-11 in July 2018 and ASU No. 2019-01 in March 2019. The new standard is effective for the Company on January 1, 2021. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC 740 and also clarifies and amends existing guidance to improve consistent application. This ASU is effective for the Company beginning on January 1, 2022. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

Note 1. Organization and Significant Accounting Policies (Continued)

In June 2016, the FASB issued ASU-2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets. The amended guidance replaces the current incurred loss impairment methodology of recognizing credit losses when a loss is probable, with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to assess credit limit estimates. The amended guidance is effective for the Company on January 1, 2023. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

Note 2. Use of Estimates

In preparing the Company's consolidated financial statements, several estimates and assumptions are made that affect the accounting for and recognition of assets, liabilities, revenues and expenses. These estimates and assumptions must be made because certain of the information that is used in the preparation of the Company's consolidated financial statements is dependent on future events, cannot be calculated with a high degree of precision from data available or is simply not capable of being readily calculated based on generally accepted methodologies. In some cases, these estimates are particularly difficult to determine and the Company must exercise significant judgment. Significant judgment and estimates are utilized in the accounting for impairments, insurance claim reserves, and acquisitions. The most difficult, subjective and complex estimates and the assumptions that deal with the greatest amount of uncertainty are related to the Company's accounting for landfills.

The significant estimates and assumptions related to accounting for landfills are described below:

Accounting for landfills: The Company utilizes the units-of-consumption method to amortize landfill construction costs over the estimated remaining capacity of a landfill. Under this method the Company includes future estimated landfill development costs, as well as costs incurred to date, in the amortization base. Additionally, the Company includes probable expansion airspace, which has not been permitted, in the calculation of the total remaining capacity of the landfill.

This accounting method requires the Company to make estimates and assumptions, as described below. Any changes in the Company's estimates will impact the Company's income from operations prospectively from the date changes are made.

Landfill costs: The Company estimates the total cost to develop each landfill site to its final capacity. This includes certain projected landfill site costs that are uncertain because they are dependent on future events. The total cost to develop a site to its final capacity includes amounts previously expended and capitalized, net of accumulated airspace amortization, and projections of future development costs, operating construction costs, permitting costs of probable expansions and capitalized interest costs.

Closure and post-closure costs: The costs for closure and post-closure obligations at landfills the Company owns or operates are generally estimated based on interpretations of current requirements and proposed or anticipated regulatory changes. The estimates for landfill closure and post-closure costs also consider when the costs would actually be paid and factor in inflation and discount rates. The possibility of changing legal and regulatory requirements and the forward-looking nature of these types of costs make any estimation or assumption less certain.

Available airspace: The Company's engineers determine the remaining capacity at landfills by estimating the available airspace. This is done by using surveys, consulting third-party engineers and other methods to calculate, based on height restrictions and other factors, remaining airspace and the amount of waste that can be disposed of at a landfill before it reaches its final capacity.

Note 2. Use of Estimates (Continued)

Expansion airspace: The Company will also consider currently unpermitted airspace in the estimate of remaining capacity in certain circumstances, as more fully described in Note 1.

It is possible that the Company's estimates or assumptions will ultimately turn out to be significantly different from actual results. In some cases the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that the Company previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing as described above, and lower profitability may be experienced due to higher amortization rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

Actual results could differ materially from the estimates and assumptions that the Company uses in the preparation of its consolidated financial statements.

Note 3. Restructuring

In December 2018, the Company restructured its operations by eliminating the regional layer of management and oversight. The District-level operations now report directly to Corporate, resulting in a more efficient structure. The restructuring resulted in a charge of $1.0 million consisting of severance and other employee termination benefits, of which $0.2 million was paid in 2018. The remainder was paid in 2019. The charge is reflected in selling, general and administrative expenses in the Company's consolidated statement of operations.

Note 4. Acquisitions

2019 acquisitions: The initial accounting for the following acquisitions is incomplete due to potential working capital adjustments and other matters. The Company will recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined.

During the year ended December 31, 2019, we acquired four businesses. Total consideration, net of cash acquired, for all acquisitions was $5.5 million, which included $5.1 million in cash paid and $0.4 million in cash held in escrow withheld primarily for working capital adjustments.

Total consideration for 2019 acquisitions was primarily allocated to $0.3 million of accounts receivable, $0.7 million of property and equipment, approximately $2.7 million of intangible assets, $0.5 million of liabilities and $2.3 million of goodwill. Goodwill is primarily a result of expected synergies from combining the acquired businesses with our existing operations and substantially all is tax deductible.

Note 4. Acquisitions (Continued)

2018 acquisitions: On January 2, 2018, the Company acquired certain assets of Flynn's Raytown Disposal Service, Inc., a Missouri corporation, and Flynn Investments, LLC, a Missouri limited liability company. The total consideration for this acquisition was $2.9 million in cash inclusive of a working capital adjustment.

Flynn's Raytown Disposal Service, Inc.:		
Accounts receivable	$	124
Prepaid expenses		44
Property, plant and equipment		491
Goodwill		1,587
Intangible assets		947
Accounts payable and accrued liabilities		(289)
	$	2,904

On March 1, 2018, the Company acquired certain assets of E-Z Disposal Inc., a Missouri corporation. The total consideration for this acquisition was $9.4 million inclusive of a working capital adjustment. A portion of the purchase price, $0.5 million, was deposited into escrow to cover potential representation and warranty claims, of which $0.46 million was paid to the Company in satisfaction of an indemnification claim and the remainder was subsequently released to the seller in 2018.

E-Z Disposal, Inc.:		
Prepaid expenses	$	30
Property, plant and equipment		1,088
Goodwill		4,593
Intangible assets		3,973
Accounts payable and accrued liabilities		(271)
	$	9,413

On July 2, 2018, the Company acquired 100 percent of the membership interests of Freedom Waste Services, LLC, a Kentucky limited liability company, and Jones Sanitation Holding, L.L.C., a Delaware limited liability company. This acquisition expanded the Company's operations into the state of Kentucky with three hauling operations, three transfer stations and one municipal solid waste landfill. The total consideration for this acquisition was $42.3 million in cash, which is net of reductions of (a) $0.95 million associated with an estimated working capital adjustment and (b) $0.2 million that was withheld at closing and utilized to cover certain post-closing obligations of the sellers. Additionally, $2.16 million of the purchase price was deposited into escrow to cover potential representation and warranty claims and certain post-closing obligations of the sellers, of which $0.63 million was released to the sellers from escrow in 2018, $0.62 million was released to the sellers from escrow in 2019 and the remainder in escrow was released to sellers in January 2020. The Company received $0.63 million in working capital settlements in 2019.

Freedom Waste, LLC and Joes Sanitation, LLC:		
Accounts receivable	$	962
Prepaid expenses		275
Property, plant and equipment (including Landfill of $12,199)		19,867
Goodwill		13,034
Intangible assets		12,400
Accounts payable and accrued liabilities		(4,238)
	$	42,300

Note 4. Acquisitions (Continued)

On August 17, 2018, the Company acquired 100 percent of the equity interests of Sunshine Recycling, Inc., a Florida corporation, consisting of two hauling operations in Florida. The total consideration for this acquisition was $19.2 million, which is net of cash acquired of $0.04 million. The purchase price is subject to a post-closing working capital adjustment which the Company expects to resolve in 2020. Additionally, a portion of the purchase price was deposited into escrow to cover potential indemnification claims ($0.9 million).

Sunshine Recycling, Inc:		
Accounts receivable	$	1,252
Prepaid expenses		2
Property, plant and equipment		4,523
Goodwill		12,332
Intangible assets		5,401
Accounts payable and accrued liabilities		(1,855)
Deferred tax liabilities		(2,409)
	$	19,246

On September 2, 2018, the Company acquired certain assets of Global Waste Services, LLC, consisting of one hauling location and one material recovery facility in the state of Texas. The total consideration for this acquisition was $28.4 million in cash, which is net of (a) an estimated working capital adjustment, and (b) $0.9 million deposited into escrow to cover potential representation and warranty claims and certain environmental obligations, of which $0.25 million was released to the seller in 2018 and $0.15 million was released to the seller in 2019. In addition to the purchase price, the seller has the opportunity to earn and receive additional compensation for the three-year period ending on August 31, 2021 if the annual commodity revenues from the acquired material recovery facility exceeds specific revenue target levels. Based on the terms of the earn-out and sensitivity analysis using an option pricing model, the fair value of the earn-out was determined to be $0.

Global Waste Services, LLC:		
Accounts receivable	$	1,234
Prepaid expenses		81
Property, plant and equipment		10,570
Goodwill		10,443
Intangible assets		6,182
Accounts payable and accrued liabilities		(95)
	$	28,415

Goodwill resulted primarily for the Company's expectations of the future growth in revenues and cash flows. The amount of goodwill that is expected to be deductible for tax purposes in connection with the 2018 acquisitions is approximately $29.7 million.

Note 5. Certain Balance Sheet Accounts

Allowance for doubtful accounts: The following summarizes the activity in the allowance for doubtful accounts at December 31:

	2019	2018
Balance, beginning of year	$ 1,558	$ 1,364
Amounts charged to expense	1,802	1,172
Amounts written off, net of amounts recovered	(1,795)	(978)
Balance, end of year	$ 1,565	$ 1,558

Prepaid expenses and other current assets: Prepaid expenses and other current assets consisted of the following at December 31:

	2019	2018
Prepaid insurance premiums	$ 868	$ 275
Prepaid licenses and registrations	647	829
Prepaid bonds	486	402
Prepaid rent	263	182
Interest rate and fuel derivatives	41	1,551
Prepaid other	1,827	1,806
	$ 4,132	$ 5,045

Property, plant and equipment, net: Property, plant and equipment consisted of the following at December 31:

	2019	2018
Land and landfills	$ 394,943	$ 364,428
Vehicles and equipment	229,481	215,957
Containers	85,653	76,355
Buildings and improvements	37,755	36,429
Furniture and fixtures, computers and software	6,580	6,004
	754,412	699,173
Less accumulated depreciation and amortization	(297,705)	(244,355)
	$ 456,707	$ 454,818

Depreciation and amortization expense associated with property, plant and equipment was $59,050 and $53,452 for the years ended December 31, 2019 and 2018, respectively.

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Note 5. Certain Balance Sheet Accounts (Continued)

Accrued liabilities and other current liabilities: Accrued liabilities and other current liabilities consisted of the following at December 31:

	2019	2018
Deferred revenue	$ 14,171	$ 14,121
Accrued bank payable	4,577	6,021
Accrued insurance claims	5,874	6,533
Accrued payroll costs	7,143	5,747
Accrued taxes	3,499	3,064
Accrued legal fees and settlement reserves	218	1,929
Accrued closure and post-closure liabilities, current	4,516	5,083
Accrued capital expenditures and other	13,319	14,574
	$ 53,317	$ 57,072

Note 6. Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill for the years ended December 31, 2019 and 2018 are as follows:

Balance, December 31, 2017	$ 193,276
Acquisitions	41,989
Adjustments to provisional amounts recognized in prior acquisitions and reclassification adjustment related to deferred income taxes	(5,218)
Balance, December 31, 2018	230,047
Acquisitions	2,347
Adjustments to provisional amounts recognized in prior acquisitions	(1,831)
Balance, December 31, 2019	$ 230,563

For the years ended December 31, 2019 and 2018, the Company did not adjust provisional amounts relating to previous acquisitions retrospectively, in accordance with ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*.

Intangible assets, all of which are subject to amortization, consisted of the following at December 31:

	Customer Contracts and Customer Lists	Covenants Not to Compete	Operating Rights	Trademark/ Trade Name	Total
2019:					
Intangible assets	$ 63,203	$ 11,896	$ 5,066	$ 6,414	$ 86,579
Less accumulated amortization	(22,160)	(5,889)	(1,647)	(2,318)	(32,014)
	$ 41,043	$ 6,007	$ 3,419	$ 4,096	$ 54,565
2018:					
Intangible assets	$ 60,741	$ 11,615	$ 5,066	$ 6,414	$ 83,836
Less accumulated amortization	(17,790)	(3,939)	(1,023)	(1,933)	(24,685)
	$ 42,951	$ 7,676	$ 4,043	$ 4,481	$ 59,151

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Note 6. Goodwill and Other Intangible Assets (Continued)

Amortization expense for these intangible assets was $7,330 and $6,130 for the years ended December 31, 2019 and 2018, respectively. Future intangible asset amortization expense estimated as of December 31, 2019 is as follows:

2020	$ 6,923
2021	6,723
2022	6,506
2023	5,808
2024	3,861
Thereafter	24,744
	$ 54,565

Note 7. Long-Term Debt

Long-term debt consisted of the following at December 31:

	2019	2018
Term Loan B, variable interest based on LIBOR plus 2.50% with no LIBOR floor, less discount of $0.4 million (4.299% at December 31, 2019), maturing August 2023	$ 388,218	$ 392,063
Revolving credit facility, variable interest based on LIBOR plus 2.75% (4.55% at December 31, 2019), maturing February 2023	54,000	49,000
Equipment financing agreement, variable interest based on 3-month LIBOR plus 2.5%, due November 2021	5,643	6,479
Other and seller notes	1,222	874
	449,083	448,416
Less current maturities	(5,476)	(5,665)
Less debt issuance costs, net	(2,645)	(3,556)
	$ 440,962	$ 439,195

Syndicated Credit Agreement (Term Loan B and Revolving Credit Facility): On August 12, 2016, the Company entered into a syndicated credit agreement, establishing a $300 million Term Loan B maturing on August 12, 2023 (Term Loan B) and a $125 million revolving line of credit maturing on August 12, 2021 (Revolver). Security for the credit agreement is first priority perfected liens on all property and assets of the Company and each of its subsidiaries. The agreement contains customary representations, warranties, covenants and events of default, including a financial covenant related to leverage. The Term Loan B requires a one percent annual amortization to be paid in quarterly installments.

On April 17, 2018, the Company and the lenders who are parties to the credit agreement entered into a second amendment to the credit agreement. Amendments to the credit agreement included (i) a reduction of the Term Loan B interest rate spread from 275 basis points to 250 basis points, (ii) an increase in the principal amount of the Term Loan B of $100 million, (iii) a reduction of the Revolver interest rate spread from 300 basis points to 275 basis points and (iv) an extension of the Revolver maturity from August 2021 to February 2023. The proceeds of the $100 million add-on to the Term Loan B were used to fund the 2018 acquisitions (see Note 4). In conjunction with the second amendment, the Company incurred fees of $1,484, of which $467 were capitalized and are being amortized over the remaining term of the debt and $1,017 were expensed and included in interest expense.

Note 7. Long-Term Debt (Continued)

At December 31, 2019, the balance outstanding on the Revolver was $54 million. The capacity on the Revolver is reduced by outstanding letters of credit. At December 31, 2019, there were $9.0 million in outstanding letters of credit that serve as collateral for insurance claims, leaving $62.0 million in available capacity under the Revolver.

$10 million equipment financing line: On November 20, 2015, the Company entered into an equipment financing arrangement with a financial institution. The Company used the line for equipment purchases until August 31, 2016, at which time a tranche election was made, which converted the outstanding balance to an amortized tranche. The principal is being repaid on a 10 year amortization schedule priced at 3-month LIBOR plus 250 basis points with a balloon payment due on November 20, 2021. At December 31, 2019, the outstanding balance was $5.6 million.

Other and seller notes: At December 31, 2019, the Company had a capital lease for certain equipment with a total balance of $785. At December 31, 2019 and 2018, the Company had $437 and $644, respectively, outstanding on its swingline account, which was repaid in January of the subsequent year.

As of December 31, 2018, the Company had $230, respectively, outstanding and payable to one former owner of an acquired company. The outstanding balance was paid in full in January 2019.

The aggregate payments of long-term debt outstanding at December 31, 2019 are as follows:

2020	$ 5,476
2021	9,031
2022	4,223
2023	430,714
	449,444
Debt discount, net	(361)
	449,083
Debt issuance costs, net	(2,645)
	$ 446,438

Note 8. Stockholders' Equity

Restricted equity shares compensation: In 2013, the Parent adopted a long-term equity incentive plan (LTIP, the Plan) that authorizes the issuance of two classes of restricted equity interests (REIs) of the Parent to key employees and directors of the Company, which may be awarded as Class B time-vesting REIs (Old Class B) or Class C performance-vesting REIs. Old Class B REIs vest over a period of three years and the vesting of Class C REIs is contingent upon meeting performance goals identified by the Parent. The estimated time expected to achieve the established performance goals causing the Class C REIs to vest is five years. For both the Old Class B and Class C REIs, the Company recognizes compensation expense on a straight line basis over the service period for each separately vesting portion of the award as if the award was, in substance, multiple awards. The Plan provides for the award and issuance of 300,000 REIs.

In 2017, the Parent modified the LTIP and granted new awards of REIs (time-based Class B REIs (New Class B) and performance based Class D and Class E REIs). It also authorized to certain holders of Class C REIs the opportunity to exchange the existing Class C REIs for both Class D and Class E REIs on a 50 percent-50 percent allocation based on the quantity of Class C REIs exchanged. Old Class B and Class C REIs granted prior to 2017 will continue to vest as originally designed, and New Class B REIs granted in 2017 and forward will vest on the earlier of (i) an exit transaction or (ii) seven years from the date of award. The vesting of the Class D and Class E REIs is contingent upon a triggering event that results in the achievement of certain investment return hurdles and, therefore, stock compensation expense will not be incurred or recognized until such time as the triggering event has occurred.

Note 8. Stockholders' Equity (Continued)

The fair value of the vesting units is determined based on the Black-Scholes option pricing model at grant date. On January 1, 2018, the Company adopted FASB ASU No. 2016-09, *Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

A summary of the nonvested shares as of December 31, 2019 and 2018 and the changes during the year ended December 31, 2019 are as follows:

	Class B		Class C		Class D		Class E	
Nonvested Shares	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
	(in 000's)		(in 000's)		(in 000's)		(in 000's)	
December 31, 2018	60	$ 26.19	17	$ 6.00	67	$ 13.61	56	$ 10.22
Granted	32	61.72	-	-	12	58.92	12	49.22
Vested	-	-	-	-	-	-	-	-
Forfeited	(8)	61.72	-	-	(1)	13.61	(4)	10.22
December 31, 2019	84	$ 36.34	17	$ 6.00	78	$ 20.56	64	$ 17.53

In 2019 and 2018, the Parent issued new Class B REIs of 32,185 and 10,125, respectively. As of December 31, 2019, no additional REIs remain available for issuance under the Plan. Total share based compensation expense recognized for the years ended December 31, 2019 and 2018 was $204, net of forfeitures of $150, and $281, respectively, which was related to unvested and vested shares. Share-based compensation expense is included in general and administrative expense in the consolidated statements of operations. At December 31, 2019, there was $2.7 million of total unrecognized compensation cost related to New Class B REIs granted under the Plan; which is expected to be recognized over a weighted average remaining period of five years. In 2019, the Parent issued 11,781 Class D and 11,754 Class E REIs to key personnel. In 2018, the Parent issued 5,000 Class D and 5,000 Class E REIs to key personnel. There will be no share based compensation expense recognized on Class D and Class E REIs as these shares vest only upon the occurrence of a triggering event that results in the achievement of certain investment return hurdles which may or may not be achieved.

Note 9. Employee Benefit Plan

Effective February 1, 2000, the Company began sponsoring a 401(k) Profit Sharing Plan for its eligible employees. Under the plan, eligible employees are permitted to make salary deferrals of amounts up to the Internal Revenue Service (IRS) limitation. Salary deferrals are matched 25 percent by WCA, subject to IRS limitations, and employees are 100 percent vested in these matching contributions after three years of service with the Company. Salary deferrals are 100 percent vested at all times. Matching contributions to the plan for continuing operations totaled $886 and $735 for the years ended December 31, 2019 and 2018, respectively.

Note 10. Income Taxes

The Tax Cuts and Jobs Act (Tax Reform Act), which was signed into law on December 22, 2017, permanently reduces the U.S. corporate income tax rate from a maximum of 35 percent to a flat 21 percent rate, effective January 1, 2018.

The Company's provision for income taxes is determined by applying the applicable statutory rate to the Company's pretax financial reporting income (loss), adjusted for permanent book tax differences. The Company's federal and state income tax provision attributable to pretax income (loss) for the periods reported consist of the following:

	2019	2018
Current:		
Federal	$ -	$ -
State	(681)	(610)
Deferred:		
Federal	5	(6,407)
State	(356)	(371)
Income tax provision	$ (1,032)	$ (7,388)

At December 31, 2019 and 2018, the individually significant components that comprise the Company's deferred tax assets and liabilities are as follows:

	2019	2018
Deferred tax assets:		
Federal net operating loss carryforward	$ 41,280	$ 38,848
State net operating loss carryforward	11,366	11,977
Other	2,239	4,342
Deferred tax assets before valuation allowance	54,885	55,167
Valuation allowance	(19,140)	(19,274)
Deferred tax assets after valuation allowance	35,745	35,893
Deferred tax liabilities:		
Excess of book basis over tax basis of property, plant and equipment, intangible assets and goodwill	(47,329)	(47,107)
Prepaid expenses	(603)	(622)
Deferred tax liabilities	(47,932)	(47,729)
Net deferred tax liabilities	$ (12,187)	$ (11,836)

At December 31, 2019, the Company had a federal net operating loss carryforward (NOL) of approximately $201.2 million which, if not utilized, will begin to expire in 2021. Additionally the Company has state NOLs of approximately $275.8 million which have begun to expire. The amount of both federal and state NOLs that can be utilized to offset taxable income in any individual year may be severely limited. Accordingly, the Company has established valuation allowances against the deferred tax assets associated with its federal NOL and state NOLs. The valuation allowances for federal and state deferred tax assets as of December 31, 2019 and 2018 was $19,140 and $19,274, respectively. The change in the total valuation allowance for the years ended December 31, 2019 and 2018 was a net decrease of $134 and $6,702, respectively. In assessing the Company's ability to realize its deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment.

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Note 10. Income Taxes (Continued)

Included in the balance of net deferred tax liabilities as of December 31, 2019 and 2018 were unrecognized tax benefits of $978, and if recognized in future periods, would impact the Company's effective tax rate.

The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. During the year ended December 31, 2019, the Company did not record any interest or penalties.

The Company is subject to federal income tax in the United States and to state taxes in the various states in which it operates within the United States. With few exceptions, the Company remains subject to both U.S. federal income tax and to state and local income tax examinations by taxing authorities for tax years through 2002. Currently, the Company is not involved in a federal income tax examination.

The table below reconciles the Company's statutory income tax provision attributable to pretax income (loss) to its effective income tax provision at December 31, 2019 and 2018:

	2019	2018
Statutory federal tax (expense) benefit	$ 314	$ 2,730
State income tax expense, net of federal tax	(819)	(1,057)
Valuation allowance	134	(6,702)
Nondeductible expenses, accrual adjustments and other	(661)	(2,359)
Effective tax provision	$ (1,032)	$ (7,388)

In 2019, the State of Texas initiated and substantially completed a sales tax audit for the fiscal years 2016, 2017 and 2018, which resulted in a $1.0 million charge to selling, general and administrative expenses.

Note 11. Revenues

The Company's operations consist of the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. Revenues are generated primarily from the Company's collection operations, which consists of residential, commercial and roll-off customers, and landfill disposal services. The following table reflects total revenues by service line for the years ended December 31, 2019 and 2018:

	2019	2018
Total revenues:		
Collection:		
Residential	$ 114,659	$ 109,644
Commercial	80,448	71,713
Roll-off	84,134	64,477
Total collection	279,241	245,834
Disposal, net	55,929	52,909
Transfer and other	67,763	58,519
Total revenues	$ 402,933	$ 357,262

Other includes recycling material sales and commodity revenues of $5.8 million and $5.4 million for the years ending December 31, 2019 and 2018, respectively.

Note 12. Commitments and Contingencies

Operating leases: The Company leases certain of its operating and office facilities for various terms. Lease expense aggregated $2,208 and $2,404 during 2019 and 2018, respectively. The long-term, non-cancelable rental obligations at December 31, 2019 are due in the following years:

2020	$ 2,126
2021	1,278
2022	1,217
2023	1,070
2024	649
Thereafter	410
	$ 6,750

Financial instruments: Letters of credit, performance bonds, and other guarantees have been provided by the Company to support performance of landfill final closure and post-closure requirements, insurance contracts, and other contracts. Total letters of credit and performance bonds outstanding at December 31, 2019 aggregated approximately $149 million.

Environmental matters: In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds.

From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates.

The Company may also be subject to liability for any environmental damage that its solid waste facilities cause to neighboring landowners or residents, particularly as a result of the contamination of soil, groundwater, surface water, and drinking water, including damage resulting from conditions existing prior to the acquisition of such facilities by the Company.

The Company may also be subject to liability for any off-site environmental contamination caused by pollutants or hazardous substances whose transportation, treatment, or disposal was arranged by the Company or its predecessors. Any substantial liability for environmental damage incurred by the Company could have a material adverse effect on the Company's financial condition, results of operations, or cash flows. As of December 31, 2019, the Company was not aware of any significant environmental liabilities.

Legal proceedings: The Company is a party to various legal proceedings that have arisen in the ordinary course of business. Losses resulting from most legal proceedings are covered by insurance policies maintained by the Company, less applicable deductibles or retention amounts that range from $100 to $500 depending on the nature of the insurance coverage. While the results of these matters cannot be predicted with certainty, the Company believes that losses, if any, resulting from the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. However, unfavorable resolution could affect the consolidated financial position, results of operations or cash flows for the period in which they are resolved.

Note 12. Commitments and Contingencies (Continued)

In May 2018, a collective action lawsuit was filed in Federal court in Houston, Texas against the Company alleging violation of the wage and hour requirements of the Fair Labor Standards Act as a result of the Company deducting from the paychecks of current and former commercial drivers of the Company one-half hour for the daily lunch breaks such drivers are required to take under Department of Transportation's rules and regulations and the Company's safety policy. Following initial discovery, the Company and legal counsel for the named plaintiffs mediated this lawsuit in December 2018, at which time the Company entered into a memorandum of understanding for settlement and resolution of the lawsuit. The settlement amount is $1.64 million, which includes legal fees to be paid to the attorneys representing the named plaintiffs in the lawsuit and administrative costs. All eligible class members have been provided written notice of the terms of the settlement, who had until April 3, 2019 to elect to opt into the settlement of the lawsuit and receive their portion of the net settlement amount. Under the terms of the settlement, the lawsuit will be dismissed with prejudice and any and all claims under the Fair Labor Standards Act or equivalent state statutes will be released by each of the eligible class members who opt into the settlement. This collective action lawsuit resulted in the Company incurring and expensing legal costs of $1.8 million in 2018, inclusive of the settlement amount of $1.64 million which is included in selling, general, and administrative expenses in the consolidated statement of operations for the year ended December 31, 2018. Under the terms of the settlement, $108 of the settlement amount will be refunded to the Company, which refund is expected to be received in the first quarter of 2020.

Other than as set forth above and routine litigation incidental to the Company's business, which is not currently expected to have a material adverse effect upon its financial condition, results of operations or prospects, there are no pending material legal proceedings to which the Company is a party or to which any of its property is subject.

Other potential proceedings: In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds. From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates. Moreover, the Company may become party to various claims and suits pending for alleged damages to persons and property, alleged violations of certain laws and alleged liabilities arising out of matters occurring during the normal operation of a waste management business.

No assurance can be given with respect to the outcome of any such proceedings or the effect such outcomes may have on the Company, or that the Company's insurance coverages would be adequate. The Company is self-insured for a portion of its general liability, workers' compensation and automobile liability. The Company's excess loss limits related to its self-insured portion of (i) general liability and workers' compensation are $100 and $250, respectively and (ii) automobile liability is $500. The frequency and amount of claims or incidents could vary significantly from quarter-to-quarter and/or year-to-year, resulting in increased volatility of its costs of services.

Note 13. Subsequent Events

The Company has evaluated subsequent events through March 11, 2020, which is the date the consolidated financial statements were issued.

On January 10, 2020, the Company closed the acquisition of the solid waste roll-off collection and recycling assets and transfer station permit of Central Arkansas Recycling & Disposal Services, an Arkansas limited liability company (CARDS). Total estimated consideration for this acquisition was $7.95 million, net of $500 held back at closing for potential indemnification claims, which holdback amount will be disbursed to seller in 2020 less the amount of any such indemnification claims. In connection with this acquisition, the Company's Arkansas operating subsidiary (Waste Corporation of Arkansas, LLC) entered into a long-term operating agreement with CARDS pursuant to which it will operate CARDS' Class IV construction and demolition waste landfill in Little Rock, Arkansas (the CARDS Landfill) for its remaining life. Waste Corporation of Arkansas, LLC also has the right to acquire additional real property from an affiliate of CARDS upon receipt of regulatory approval for expansion of the CARDS Landfill. Waste Corporation of Arkansas, LLC will also own and operate the municipal solid waste transfer station that is permitted for operation adjacent to the CARDS Landfill.

On February 28, 2020, the Company acquired certain assets of American Waste Management, LLC for a total estimated purchase price of $0.7 million.

Confidential

TAB 6

NOTARIZED AFFIDAVIT OF COMPLIANCE
E-VERIFY
CERTIFICATE OF GOOD STANDING
W-9
EQUIPMENT TO BE USED
MUNICIPAL REFERENCES
FACILITIES TO BE USED
CONTRACTOR LICENSE; CITY, TRANSFER STATION, LANDFILL
SAMPLE CERTIFICATE OF INSURANCE
JOPLIN-EMERGENCY SERVICES 2011

AFFIDAVIT OF COMPLIANCE

CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

__X__ We **TAKE** exception to the RFP Documents/Requirements as follows:

Any roll off container requiring solid waste disposal shall be charged a fee of $45.00 per ton at the Joplin Transfer Station

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri LLC **ADDENDA**

By Max Murray
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address 2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: December 10, 2020

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 12-01-2020

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email mmurray@wcamerica.com

FEID No. 76-0657707

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2020** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray *(Name* who is Municipal Marketing Representative *(Title)* of Waste Corporation of Missouri LLC *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: Max Murray

Subscribed and sworn to before me this 14h day of December, 2020.

Tammy Lee Agee
Notary Public

My commission expires: 01/31/2023

TAMMY LEE AGEE
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 19933339
My Commission Expires 01-31-2023

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation In the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer Include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work In the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify Is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program Is found In Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to In this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found In Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available Information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation In E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    c. institutions of higher education, State, local and tribal governments and

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibllities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 40635
Client Company ID Number: 297548

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

WCA Management Company, L.P. (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **WCA Management Company, L.P.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 40635 **Client Company ID Number:** 297548

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer WCA Management Company, L.P.	
Name (Please Type or Print) Michael A. Roy	Title Vice President
Signature 	Date 1-19-10
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Ronnie Ho	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

Company ID Number: 40635
Client Company ID Number: 297548

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400
Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WCA of Missouri, LLC

FL001415520

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

EQUIPMENT TO BE USED

YEAR	MAKE/MODEL DESCRIPTION	HOURS/MILES (AS OF_____)	OWN/LEASE	NUMBER OF UNITS
2020	Waste Equip Containers	New	Own	74 +/-
2020	Autocar Rear Load	existing	Own	2
2020	Heil Bodies	existing	Own	2
2021	Autocar Front Load	New	Own	1
2018	Autocar Front Load	existing	Own	1
2017	Autocar Front Load	existing	Own	1
2013	Mack Front Load	existing/spare	Own	2

INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

SAMPLE CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	Ironshore Specialty Insurance Company	25445
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			ENVP000026420	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1722399	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			004207601	08/01/2020	08/01/2021	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC048425945 (AOS) WC048425946 (FL)	08/01/2020 08/01/2020	08/01/2021 08/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Onsite Clean up Pre- Onsite Clean up New Offsite Clean up Pre	$10,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570083354394

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AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570083354394	
CARRIER: See Certificate Number: 570083354394 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC048425947 (ND,OH,WA,WY)	08/01/2020	08/01/2021		
	OTHER							
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Offsite Clean up New	$10,000,000

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Corporation of Missouri, LLC

2 Business name/disregarded entity name, if different from above

WCA of Missouri, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1330 Post Oak Blvd., 7th Floor

6 City, state, and ZIP code

Houston, TX 77056

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	5	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

Business name . : WASTE CORPORATION OF MO LLC
Phone number . : (417) 623-6620 Ctl nbr . : 3370
Location addr . : 3700 W 7TH ST
Lic Nbr/Class . : 20 00012990 TRASH HAULER
Issue date . . : 1/17/20 Expiration date . : 12/31/20

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

Waste Corporation of Missouri - Joplin Transfer Station

Permit Number: 0409701
Date Issued:
County: Jasper
Solid Waste Management District: M (../swmd/distm.htm)
DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)

Contact:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

Owner:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

OAK GROVE LANDFILL PERMITS

1150 E 700 AVE

ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Insurance Company	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	XL Insurance America Inc	24554
INSURER F:	Ironshore Specialty Insurance Company	25445

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

COVERAGES **CERTIFICATE NUMBER:** 570079454309 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ENVP000026419 General Liability	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1722313 AOS	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			004207600 Umbrella	10/01/2019	08/01/2020	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC14022202 AOS WC14022201 FL	08/01/2019 08/01/2019	08/01/2020 08/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570079454309

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AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570079454309	
CARRIER: See Certificate Number: 570079454309 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				US00094618LI19A 25MM XS 25MM	10/01/2019	08/01/2020	Aggregate	$25,000,000
							Each Occurrence	$25,000,000

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Active Municipal Partnerships

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241 Customer
since July, 2016

Additional references available upon request.

Webb City
We Love It Here!

City of Webb City * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

To: **Whom it may concern**

From: **Carl Francis, City Administrator**

Subject: **Letter of Reference**

Date: **09/29/2020**

The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.

I would not hesitate to recommend their services.

Sincerely;

Carl Francis
City Administrator
Webb City Missouri

City of Sarcoxie
111 N. 6th Street | PO Box 130 | Sarcoxie, MO 64862
Phone: 417-548-7242 | Fax: 417-548-3108
Website: www.sarcoxiemo.com

November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

Don Triplett
Mayor
City of Sarcoxie
mayor@sarcoxiemo.com

BLAKE MILLER
MAYOR

BRAD HANGER
CHIEF OF POLICE

CITY OF MANSFIELD
PO BOX 467
MANSFIELD MO 65704

TRACY DAVIS
CITY CLERK

WENDY HEYWOOD
COURT CLERK

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

Joplin Missouri
May 23, 2011 Tornado Facts

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.

- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.

- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.

- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.

- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.

- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.

- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011

TAB 7

CITY OF JOPLIN ADDENDUMS TO RFP #102-2020

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

DESCRIPTION: ADDENDUM #1 December 1, 2020

RFP Due Date: 3:00 P.M., CDST, Wednesday, December 16, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. **Email:** dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

1. Are there any Addendums posted for Bid #102-2020?

   This Addendum, Addendum # 1 is now posted.

2. What is the submission date of the proposals?

   The new proposal submission date is December 16, 2020 3:00 p.m.

3. Are any services scheduled for Saturday service?

No services are regularly scheduled for Saturday service, but we may request Saturday service during a special event.

4. Are front load containers approved for use?
   Yes, front load containers are approved for use. If front loaders cause any damage to powerlines or other property, the contractor will be considered responsible for repairs.

5. Does the City want the billing cost to be invoiced by the number of times each container is serviced or averaged on a monthly basis?

   The City would like to pay one monthly bill that shows the servicing of containers that occurred in that month.

6. Does the City have constituent analysis on the materials discarded from the WWTP's identifying that waste as hazardous waste, special waste, or MSW? Does the City require any manifests documenting service to these containers?
   No, the City does not have constituent analysis on the materials discarded from the WWTP. We do not require any manifests documenting service to these containers. The waste from the WWTP is exempted from EPA regulations.:

§261.4 Exclusions.

(a) Materials which are not solid wastes. The following materials are not solid wastes for the purpose of this part:

(1)(i) Domestic sewage; and

(ii) Any mixture of domestic sewage and other wastes that passes through a sewer system to a publicly owned treatment works for treatment, except as prohibited by §266.505 and Clean Water Act requirements at 40 CFR 403.5(b). "Domestic sewage" means untreated sanitary wastes that pass through a sewer system.

7. Performance Bond:

   Section 1 calls for $500,000 performance Bond which will be significantly more than the annual revenue collected and is being questioned by Bonding Company

   The performance Bond will be $25,000.00

8. Flat rate for nuisance roll-off located at PWC?

   The City will pay a flat rate per pull of the 40-foot nuisance roll-off located at PWC.

9. What is the required bid bond?

   The City does not require a bid bond for this proposal.

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray Date: December 2, 2020

Respectfully Submitted,

David Hertzberg, P.E.

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri

602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY
Waste Corporation of Missouri, LLC (dba WCA of Missouri, LLC)
2211 W. Bennet
Springfield, MO 65807
417-851-1900

AGREEMENT

THIS AGREEMENT, hereinafter referred to the or this "Agreement" or "contract"), made and entered into this 21st day of February, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and Waste Corporation of Missouri, LLC (WCA of Missouri, LLC), a Delaware limited liability company authorized to transaction business in the State of Missouri with offices at 2211 W. Bennett Springfield, Missouri 65807, hereinafter referred to as the "Company" or the "Contractor")

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request for Proposal **Joplin City Services RFP: #102-2020** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated December 8, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Appendix A;

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

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents as set forth in Section 11 of this Agreement.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Appendix A. The term of the Agreement shall be for the period specified in the contract documents.

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

4. All information, data, and reports as are existing, available and necessary for the carrying out of the

work, shall be furnished to the Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

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

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least ten (10) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City, become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the date of termination. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Company.

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

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall, in subject to applicable law, not be made available to any individual or organization by the Company without prior written approval of the City.

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

modification to the Scope of Work and the Contract.

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

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

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

15. The Company shall not be entitled to any of the benefits established for the employees of the City

nor be covered by the Workers Compensation Program of the City.

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

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

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

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

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

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

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

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

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company

shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-

owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

21. **Liability and Indemnity:**

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

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

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of

any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the Company be liable to the City for special, indirect, or consequential damages, except those caused by the Company's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.

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

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

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at Twenty-Five Thousand Dollars ($25,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

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

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

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

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

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

CITY OF JOPLIN, MISSOURI

By: _____
David K. Hertzberg, P.E.
Director of Public Works

COMPANY

_**Waste Corporation of Missouri, LLC**__
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM:

Peter Edwards, City Attorney

2019 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 2021 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2019 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $109,784.75 from its 2019 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of

1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $109,784.75 from its 2019 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $109,784.75 from its 2019 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2021.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

Barbara Gollhoffer
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development 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 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training

positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

G. The SUBRECIPIENT certifies that with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT C

HOMEOWNER AGREEMENT

Whereas, _____ ("Homeowner") is receiving HOME Investment Partnerships (HOME) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate home located at <*insert address*> in compliance with City of Joplin building codes and HOME Program Housing Quality Standards. The estimated after-rehabilitation value of the home is $_____.[1]

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Principal Residency and Income Eligibility
Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Subrecipient may require immediate payment in full of the entire loan amount provided by the Subrecipient.

Homeowner agrees that if during the <*insert occupancy period*> he/she/they sell part or all of the property without Subrecipient's prior written consent then the Subrecipient may require payment in full the amount of the loan outstanding at time of sale.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

[1] The after-rehabilitation value must not exceed 95 percent of the median area purchase price, as required under 24 CFR 92.254(a)(2)(iii)

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the_____of _____ and the Note will be released.

Attachment

A. Scope of Work
B. Recapture Provisions (Deed Restriction)

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

_____

_____

Economic Security Corporation **Homeowner**

_____

_____

Notary Public **City of Joplin**

Commission Expiration Date:

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2021-400 –Agreement between the City of Joplin and Economic Security Corporation of Southwest Area.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
January 18, 2021

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to manage the 2019 Homeowner Rehabilitation Program for income eligible homeowners.

BACKGROUND;
Economic Security Corporation has operated a successful homeowner rehabilitation program for numerous years. Currently projects that were funded under 2018 program year funds are being completed, and the Community Development office desires to make available 2019 program year funds to allow activities to remain uninterrupted. The attached agreement is a renewal of funding for Economic Security Corporation to continue the Homeowner Rehabilitation Program on the behalf of the Joplin HOME Consortium.

FUNDING SOURCE
This Council Bill provides One Hundred Nine Thousand Seven Hundred Eighty Four Dollars and Seventy Five Cents ($109,784.75) from HOME Investment Partnership Grant M19DC290209.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2019 Action Plan.

Staff recommends approval of the agreement.

ATTACHMENTS
CB2021-400 Ordinance; 2019 Homeowner Rehabilitation Agreement

COUNCIL BILL NO. 2021-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will manage the 2019 Homeowner Rehabilitation Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri, Economic Security Corporation of Southwest Area is entered into for one hundred nine thousand seven hundred eighty four dollars and seventy five cents ($109,784.75), 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 or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-401 - Agreement between the City of Joplin and Olsson Associates

ORIGINATING DEPT
Planning, Development & Neighborhood Services

MEETING DATE
January 19, 2021

REVIEWED BY
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
This Council Bill authorizes the execution of a contract for services between the City of Joplin and Olsson Associates to complete an Active Transportation Assessment for the City of Joplin. This work task was approved in the Joplin Area Transportation Study Organization's (JATSO) Fiscal Year 2021 Unified Planning Work Program (UPWP).

BACKGROUND
This Council Bill authorizes the City of Joplin to enter into an Agreement with Olsson Engineering for Transportation Planning Services to conduct an Active Transportation Assessment for the City of Joplin. City staff has seen a marked increase in bicycle and pedestrian projects and system connectivity in the last decade. As part of JATSO's Metropolitan Transportation Plan update, staff identified a need for a targeted plan that addressed the City of Joplin's needs specifically.

The Active Transportation Assessment will:
- Educate and train staff and community stakeholders in contemporary best practices for active transportation
- Assess the current on- and off-road active transportation network
- Provide an implementation plan for connectivity and new active transportation projects
- Recommend programmatic and policy changes to improve the transportation planning and project implementation process

FUNDING SOURCE
80% of funding comes from the federal Consolidated Planning Grant. The remaining 20% comes from the City of Joplin Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of this Council Bill.

ATTACHMENTS
Bid Tabulation, Work Authorization, Scope of Services.

January 11, 2021

Active Transportation Assessment Bid Tabulation

Summary: The City of Joplin received four responses to the Request for Proposals for the Active Transportation Assessment. A selection committee was formed with representatives from appropriate departments to score the proposals and conduct interviews of the top two scoring firms. These departments included Planning, Public Works, Health, Parks and Recreation, and the Convention and Visitors Bureau. The committee's representative from the Health Department was unable to attend one of the interviews, so their scores were omitted from the interview tabulation. Scores were calculated using the average score from the response to the RFP plus the average score from the interview. See attached tables and example scoring sheets.

Response to RFP				
Department	Olsson	Transystems	McClure	Horner Shifrin
Planning	99	97	89	98
Public Works	95	91	79	83
Health	95	97	87	91
Parks	98	86	59	75
JATSO	100	95	75	98
CVB	86	96	74	85
Average	95.5	93.7	77.2	88.3

Interview		
Department	Olsson	Transystems
Planning	20	18
Public Works	16	13
Parks	19	18
JATSO	20	17
CVB	19	18
Average	18.8	16.8
Total Points	114.3	110.5

City of Joplin Active Transportation Assessment
Consultant Interview

Consultant: _____

The consultant's presentation was clear and professional.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated how it would work with the City of Joplin using specific timelines, milestones, and work products.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant responded to questions clearly and professionally.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated the firm's ability to complete the Active Transportation Assessment update as outlined in the RFP.

1	2	3	4	5
Disagree		Somewhat		Agree

Additional comments:

Total Score _____/20

City of Joplin Active Transportation Assessment
Consultant Selection Committee Scoring

Name of Firm _____

Criteria	Points Possible	Points Awarded
Cost of Proposal – the response must contain a cost for each project/process recommended as well as a not to exceed amount.	25	
Methodology – the vendor describes the methodology that will be used to complete the work and demonstrates an ability to perform the work described in the RFP.	20	
Staff – the vendor has capable and available staff to serve the City of Joplin in a competent and timely manner.	20	
Experience – the vendor has previous experience performing related projects of a complex nature including, but not limited to, similar size and type of organization.	20	
References – the vendor provides positive references for previous work of a similar nature.	15	
Total	100	

Please complete the scoring sheet for each RFP response received and return to Taylor Cunningham by 5:00 pm on Friday, December 18, 2020. Thank you!

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Joplin Active Transportation Assessment	

WORK AUTHORIZATION NUMBER OLS-OC21-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC21-01 exceed the sum of One Hundred Thousand Dollars Dollars ($100,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Clayton Cristy, P.E.

Title: Vice President

Date: 1/7/21

By: _____

Printed Name: Jack Schaller, P.E.

Title: Vice President

Date: 1/7/21

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

ATTACHMENT A
Scope of Services

Phase 100 – Project Management

Task 101: Project Management
Throughout the planning process, Olsson's project manager will be in regular contact with the City of Joplin Planning Department's staff to keep them apprised of project efforts and to seek input at key decision points. This will include virtual meetings, in-person meetings (when COVID restrictions are lifted), e-mails, telephone, and written documents. Olsson will provide accurate project invoicing with monthly progress reports summarizing tasks completed. In addition, meeting summaries including a list of follow-up tasks and responsible parties will be provided by Olsson. At the completion of each major work task, Olsson will produce a technical memorandum with accompanying maps and graphics.

Project Management Deliverables
- Project management and QA/QC process
- Final refined detailed scope, schedule, and outreach program
- Monthly progress reports to accompany invoices

Lump Sum Fee $4,500

Phase 200: Review of Existing Plans and Bicycle and Pedestrian Facilities and Mapping of Existing Bicycle and Pedestrian Facilities

Task 201 – Review Background Documents and Plans
The Olsson/Laneshift Team will review background planning documents relevant to the City of Joplin's Active Transportation Assessment, to become more fully familiarized with the city's and region's transportation network and its inclusion of multimodal and active transportation facilities (existing and proposed).

This will include reviewing existing planning documents, studies, analyses, and other recent and ongoing planning efforts, including:
- JATSO's Bicycle and Pedestrian Transportation Plan
- JATSO's Metropolitan Transportation Plan (February 2021 anticipated adoption)
- JATSO's Transportation Improvement Program
- Joplin's Transportation Improvement Program and Capital Improvements Plan
- Joplin Parks and Recreation Master Plan (January 2021 anticipated adoption)
- Joplin Sidewalk Inventory and Assessment Study

Task 202 – Review Existing and Proposed Bicycle and Pedestrian Facilities
The Olsson/Laneshift Team will collect existing data and recent updates from the City of Joplin's GIS data to prepare base maps. Relevant mapping data includes aerial photography and ESRI shapefiles, as well as files from existing, relevant plans. Other critical information includes area bicycle and pedestrian projects, transit projects, and sidewalk projects that are planned, proposed, currently underway, or recently completed, along with ongoing infrastructure projects that may include opportunities for integrating Complete Streets solutions. Additionally, our Team will field inspect existing bicycle and pedestrian facilities and perform a "SWOT" analysis to identify Strengths, Weaknesses, Opportunities, and Threats

for each facility. Likewise, we will review proposed bicycle and pedestrian facilities and provide the same level of SWOT analysis. Based on field investigations and data provided by the City, Olsson will prepare GIS base maps depicting the city's existing bikeway and walkway systems. The maps will be developed at an appropriate graphic scale to communicate existing conditions and for incorporation into the existing conditions report.

Based on data availability from the City of Joplin, Olsson shall run Bicycle-Level-of-Traffic-Stress (BLOTS) and Pedestrian-Level-of-Stress (PLOS) analysis on existing roadways. The statistically-calibrated analysis uses roadway information—such as lane widths, presence of shoulder, speed limit, sidewalk width and location, traffic counts, and crash data - to define appropriate bicycle and pedestrian conditions for each roadway environment. For consistency, Olsson shall use the street classifications defined in the MTP.

Task 203 – Municipal Code Review and Model Ordinance Development and Policy
Olsson will review Joplin's development standards (such as ordinances for subdivisions, sidewalks, and parking, policies for plan development review, or roadway and streetscape standards) to identify general issues impacting the bicycle and pedestrian environments. Olsson will then develop model Municipal Code and policy language for elements including, but not limited to, Complete Streets, bicycle parking, and greenways, enabling the City of Joplin and JATSO to maximize bicycle and pedestrian improvements in conjunction with new development, redevelopment, transit routes, and corridor improvement projects.

Task 204 – Review Existing Legislation, Policy and Documentation
Olsson will collect and summarize information on local, regional, state, and federal legislation relevant to bicycle and pedestrian funding, regulation and enforcement, and implementation. This review will also include the City's and JATSO's comprehensive plan policies (including relevant elements, such as traffic, transportation, parks, open space, recreation, and land use) to determine if existing policies adequately provide for the development of bicycle and pedestrian facilities within the City.

Task 205 – City Walk and Bike Friendly Community Audit
Olsson will conduct a Bicycle and Walk Friendly Community audit at the beginning of the planning process to efficiently identify opportunities for improvement that addresses a balanced approach to the "5E's" (engineering, education, enforcement, encouragement, and evaluation). The results from the audit will be integrated into the Action Plan in Task 4.

Task 206 –Best Practices, "5E's" Report
Olsson will develop a Best Practices, "5E's" report identifying potential changes to improve bicycle and pedestrian equity, engineering, education, encouragement, and evaluation efforts. These recommendations will be based both on results of the previous tasks that identified problem areas plus experience gained in communities nationally. The report will present the programmatic recommendations as short-, medium-, and long-term priorities.

Task 207 – Existing Conditions, Opportunities, and Constraints Technical Memorandum
Based on information and data collected under the tasks listed above, Olsson will prepare a technical memorandum describing the city's existing bikeway and walkway network and summarizing opportunities and challenges that may impact system improvements.

Phase 200 Deliverables

- Field investigation of existing and potential bicycle and pedestrian corridors
- Base maps of existing and planned bicycle and pedestrian facilities

- Technical memorandum describing existing conditions, opportunities, and challenges
- Technical memorandum on Best Practices, "5E's" Report
- Citywide Bicycle and Walk Friendly Community Designation Action Plan
- Technical memorandum summarizing background documents, plans, and interviews
- Technical memorandum summarizing suggested updates to codes, legislation and policies
- Draft Model Code and Policy for adoption by Joplin

Lump Sum Fee $15,000

Phase 300 – Public Involvement and Steering Committee
(Depending on local, state, and national health policies and guidelines, Olsson can accommodate virtual meetings as well as in-person meetings. We have facilitated scores of virtual meetings in 2020 with tremendous results and input from the participants.)

Task 301 – Public Involvement Plan
Upon notice to proceed, Olsson shall schedule a virtual meeting with the City's Planning Department staff to develop a Public Involvement Plan (PIP) to set a course for the study. The PIP will be flexible so that ideas gleaned from conversations with stakeholders during the planning process can be integrated into the approach moving forward. Olsson's approach to public involvement is proposed to include:

Social Media
Olsson will provide content for a project webpage that will be hosted by the City of Joplin's existing website. In addition to providing content for a webpage, content for social media posts shall be provided during key outreach moments throughout the lifetime of the project (i.e. survey launch, public event, etc.).

Media Releases and Electronic Communications
At key milestones, Olsson will notify Joplin's PIO so they can prepare media releases and news articles for release to local media and established interest groups.

Online Survey
Olsson will develop an online survey to determine general needs and concerns surrounding bicycling, walking, connectivity issues, and transit in the city. The project team will make the survey available fin both an online format for the webpage and social media accounts, as well as a hard copy format available in civic locations, local bicycle shops, and public spaces.

Focus Groups and Stakeholder Interviews
To assist the City and the project team in identifying specific active transportation and multimodal needs throughout the City, Olsson will conduct targeted focus group meetings during the needs assessment phase of the study. The focus groups will be jointly identified by City staff, Steering Committee members and Olsson/Laneshift and could include, for example: healthcare; bicycling and pedestrian advocates; transit; key merchant/retail associations; people living with mobility challenges, underserved populations, and others. We recommend four targeted focus groups based on our recent experience and data from the MTP, specifically the comments received regarding bicycling, walking, and transit. Stakeholders identified in the City's RFP include: Joplin Trails Coalition, Trails and Connectivity Working Group,, Joplin Area Chamber of Commerce as well as the Smart Growth America Complete Streets Consortium

participants and the Missouri Department of Health and Senior Services active transportation planning grant participants.

Community Information Sessions
Olsson will hold two rounds of community information sessions during the planning process. These sessions shall be conducted virtually. The first round will be held during the needs assessment phase and the second round will be held during the recommendations phase. These sessions are an important part of the study to see that the Plan is meeting the needs of the city at large and providing citizens and stakeholders with an opportunity to identify priorities for implementation.

Task 302 – Establishment of Project's Steering Committee
Based on membership recommendations from the City of Joplin, a project steering committee shall be established. Membership could include individuals that served on recent planning studies and their involvement would provide continuity to the process. The steering committee shall be an integral member of the planning team and will be used as a "sounding board" for ideas and concepts presented by Olsson throughout the planning process. The steering committee shall meet with Olsson team members at key times during the planning process and their input will assist Olsson with the preparation of the Active Transportation Assessment Plan. The City will assist in identifying the names and contact information of the people to participate in this group.

Task 303 – Kick-Off Meeting
Prior to the scheduling of the Kick-off Meeting, Olsson/Laneshift will have completed the two (2) Study Tours described in Task 3 – Education and Training, Subtask 3.1. Olsson project team members will meet with the City of Joplin's project coordinator(s) and the steering committee to:

- Review the "lessons learned" from the two Peer Community Study Tours, and
- Define the Community Vision, Project Purpose and Guiding Principles (Task 3.4)

Task 304 – Steering Committee Meetings
Olsson will provide facilitation for steering committee meetings. The committee will review and comment on materials to be presented to the public, help advertise the plan process, and distribute information to the larger community. Due to the in-depth Education and Training in Task 3, which will include the Steering Committee members, it is recommended that the steering committee meet twice (virtually) during the planning process. The first meeting will occur early in the planning process to establish goals, identify needs and opportunities. The second meeting will occur later in the planning process to review preliminary improvement alternatives and preferred improvement alternatives.

Task 305 – Steering Committee Walking and Bicycling Tour
The first steering committee meetings could include a bicycling, walking, or transit tour. This tour will achieve the following goals:

- Allow the steering committee to share close-up, first-hand knowledge of the study area or representative issues, enabling the group to provide valuable input to the project team
- Provide an on-site forum for identifying opportunities and challenges, and to discuss potential system improvement options

Phase 300 Deliverables

- Public Involvement Plan (PIP) – one meeting to discuss and finalize

- Project social media content
- Online survey and analysis
- Community Information Session (two) – facilitation and accompanying materials
- Focus group and stakeholder interviews - facilitation and summaries (maximum of 4)
- Technical memorandum of community information sessions summaries and public outreach efforts shall be included in the Final plan
- Attendance at project kick-off meeting
- Kick-off meeting agenda and summary
- Attendance and facilitation of two steering committee meetings
- Attendance and facilitation of steering committee bicycling and walking tour

Lump Sum Fee $20,000

Phase 400 – Education and Training

Task 401 – Peer Community Study Tour
The consultant team will facilitate two (2) separate peer community benchmarking tours in Northwest Arkansas (NWA) at the beginning of the project. The purpose of the tour will be to benchmark the NWA region with a particular emphasis on highlighting the active transportation network in NWA. Tour will include ground transportation while in NWA, meals, snacks, drinks as well as bike and helmet rentals for up to 7 individuals per session (Smaller group size due to COVID protocol). The session will include an educational workshop as well as a tour of several key projects in NWA both on bike and on foot. Participants will hear from several key NWA stakeholders responsible for managing projects that will be toured. Attendees of the Study Tour would include key staff members and Steering Committee members. The Study Tour would be conducted as a daytrip and both tours could be scheduled for the same week. The "lessons learned" from the Study Tour will be an integral piece of the Kick-Off Meeting, presented in Task 2.

Task 402 - Active Transportation Workshops
The consultant team will facilitate two (2) active transportation training workshops in the early stages of the project. These workshops will be designed to be approximately 2 hours in length and can be conducted virtually or in-person, depending on covid protocols. Both sessions will be conducted in a lunch and learn format. Attendance is open to city staff, planning commission members, steering committee members, etc. The purpose of these training sessions is to educate and train key city staff members and community leaders and help develop a common lexicon of verbiage, best practices and case studies to lay the foundation for the balance of the planning process.

Task 403 - Online Webinar
The Consultant team will conduct a minimum of 2 online webinars that will be available for the community and the general public. These webinars will be approximately 2 hours in length. The purpose of the webinars is to educate the public and help develop a common lexicon of verbiage, best practices and case studies to enable the public to offer strategic and impactful feedback throughout the planning process.

Task 404 – Community Vision, Project Purpose and Guiding Principles
The consultant team will conduct a Community Visioning session during the Steering Committee's Kick-Off Meeting. The purpose of this part of the Kick-Off meeting is to define the project's Purpose and Guiding Principles. In other words, "why are we doing this assessment and what are the outcomes of a

successful assessment?" Due to the depth of discussion need to fully define the vision, purpose and guiding principle, we recommend the Kick-Off meeting be at a minimum ½ day long. The results of the Kick-Off meeting will set the tone for the balance of the planning process.

Phase 400 Deliverables

- Project Purpose
- Project Guiding Principles

Lump Sum Fee $23,000

Phase 500 – Develop Active Transportation Network and Active Transportation Assessment Plan

Task 501 – Bicycle and Pedestrian Demand and Benefits Analysis

Olsson will also estimate economic and health benefits of bicycling and walking in Joplin based on models and resources provided by the Pedestrian and Bicycle Information Center and others.

Task 502 – Safety Needs Analysis

Olsson will evaluate bicycle and pedestrian safety in two ways. First by reviewing representative existing pedestrian and bicycle safety education programs offered in Joplin, if any, and comparing these with other programs throughout the state and country. Secondly by reviewing available bicycle and pedestrian crash data. Bicycle and pedestrian-related crash data (injuries and fatalities) will be collected for the past three years (if available) and plotted graphically to identify locations with high numbers of crashes. Information derived from this analysis will be used to identify specific locations needing improvements, plus possible enhancements in motorist, bicyclist, and pedestrian awareness and educational programs.

Task 503 – Bicyclist and Pedestrian Counts

Annual counts conducted in a systematic manner will provide strong benchmarking information on bicycling, walking, and related benefits. Olsson will develop a data collection methodology memorandum. The data collection methodology will be based on the City of Joplin's unique needs and will include recommended locations and times for counts at up to 12 locations. The methodology will be based on the National Bicycle and Pedestrian Documentation (NBPD) project methods.

Task 504 – Network Development - Connectivity

The existing conditions evaluation, steering committee meetings, public outreach events, and user needs assessment will inform development of the proposed bicycle and pedestrian network. The recommended network will also be based on a review and analysis of available infrastructure data provided by City staff (e.g., traffic volumes and speeds, and curb-to-curb widths). Network development will consider issues such as safety, grades, directness of route, barriers, and system connectivity. The network will also incorporate previously proposed and planned facilities.

Emphasis will be placed on developing a citywide system that connects multiple destinations, land uses, and neighborhoods. The network will include a variety of bicycle and pedestrian capital improvements including linear routes and area-wide projects (traffic calming, bicycle parking, sidewalks, and safe crossings) as well as considerations for both transportation and recreation linkages and facilities for special user groups such as equestrians, hikers, and mountain bikers.

Task 505 – Draft of Joplin's Active Transportation Assessment
Olsson will prepare a Draft Active Transportation Assessment Plan composed of tasks and deliverables completed up to this point, including review of existing plans and legislation, existing conditions inventory and assessment, user needs assessment, recommended walkway and bikeway network, project development and prioritization, cost opinions, and an implementation plan. Olsson will submit digital copies of the document to the City of Joplin staff, and members of the steering committee for review. City staff will coordinate review of the draft plan and will provide Olsson with a single set of consolidated comments for revisions on the Draft Plan. Olsson will also present the Draft Active Transportation Assessment Plan to the Joplin City Council, the City of Joplin Parks & Recreation Board, and the Joplin Planning & Zoning Commission.

Task 506 – Final Joplin Active Transportation Assessment
Olsson will integrate the draft plan comments into the final master plan document. Following staff review and approval of the Active Transportation Assessment, Olsson will make one final round of revisions and prepare the final version of the plan to be presented to elected officials and to be made available to the public. Olsson will provide an electronic copy (PDF) for duplicating and electronic distribution. Work products shall be provided in a digital format in the original software that the products were created and shall become the property of the City of Joplin.

Phase 500 Deliverables

- Technical Memorandum summarizing user needs assessment:
    - Economic and health benefits of an expanded walking and bicycling network, and bicycle and pedestrian safety evaluation
    - Safety analysis process and findings
    - Bicycle and pedestrian data collection process and findings
    - Map illustrating reported bicycle and pedestrian crash locations and bicycle and pedestrian counts
- Draft Active Transportation Assessment
- Final Active Transportation Assessment
- Presentations of the Draft and Final Active Transportation Assessment to Joplin City Council, JATSO Board, Parks Board, and Joplin Planning and Zoning Commission.

Lump Sum Fee $20,000

Phase 600 – Plan Implementation

Task 601 – Bikeway and Walkway and Trail System Maps
Olsson will develop high-quality, easily readable maps depicting the city's existing and recommended bicycle and pedestrian network. The network will be classified by facility types (shared use paths, bike lanes, paved shoulders, sidewalks, and bicycle boulevards) adopted by NACTO, AASHTO, the State of Missouri, and by the latest research conducted by FHWA on bikeway and pedestrian planning and design.

Task 602 – Project List and Cost Opinions
Supplementing the bikeway and walkway network maps, Olsson will develop a project list with planning-level cost opinions for the top 20 project (10 for each mode – bicycle and pedestrian). The list will include detailed information on each proposed bikeway and walkway segment length (or quantities for area wide projects), corridor condition, and other information. The cost opinions will include estimated construction costs, planning, design, engineering, and contingency costs, and the project list will note areas where

right-of-way acquisition is necessary. Each project segment will be evaluated according to an estimated cost-per-mile and estimated ongoing maintenance and operation costs by implementation phase based on comparable experiences.

Task 603 – Project Evaluation and Prioritization Criteria
The recommended bicycle and pedestrian improvements will be ranked according to general planning criteria and submitted to the steering committee for review and comment. A prioritization matrix will be used to attach weights to each criterion and determine which recommendations meet the highest number of criteria listed.

Task 604 – Design Guidelines
Olsson will prepare a set of design guidelines and recommended standards for bicycle and pedestrian facilities building upon the street typologies developed as part of the MTP. The bicycle portion of design guidelines and standards will include recommendations for shared use paths, bike lanes, shoulder bikeways, bicycle boulevards, and bicycle treatments at intersections and interchanges, as well as innovative bikeway facilities, such as buffered bike lanes and cycle tracks. Bicycle design guidelines also address bicycle signage and bike parking.
The pedestrian portion of the guidelines will include discussion of sidewalk design, curb ramps, crosswalks, signal timing, lighting, streetscape features, transit stop infrastructure, and traffic calming elements. For all streetscape elements, Olsson will outline current ADA and PROWAG requirements for curb ramps, minimum passage width, and other features.

Task 605 – Top Priority Project Description Sheets
The project evaluation and prioritization matrix in Task 5.3 will provide Joplin with clear direction on where to allocate resources. To better assist Joplin in securing grants or other funding, Olsson will develop one-page project description sheets for the top 10 priority projects (five for bicycles and 5 for pedestrian). These project description sheets will be tailored to fit nicely into a capital improvements list or grant application.

Task 606 – Potential Funding Sources and Opportunities
Olsson will explore funding options from public and private sources, contacting funding specialists to determine the availability and requirements for grants. The project team will identify potential matching and major funding sources, associated criteria, and requirements. Joplin staff will aid with regional funding options.

Task 607 – Implementation Plan
Olsson will work with City staff throughout the selection and ranking process. We will develop an Implementation Plan based on the ranking outcome combined with (1) funding availability and requirements, (2) other programmed transportation improvements, (3) eliminating an immediate gap or safety hazard, and (4) ensuring that the system grows rationally rather than as a series of disconnected pieces over time. Based on the recommended phasing schedule, cost information, and funding opportunities, we will produce a final priority list and five-year financial plan clearly identifying funding requirements by year for the life of the master plan, along with estimates of local matching funds. This will include estimates of operating and maintenance costs that are usually borne by local governments. An implementation plan for fundable, high-priority projects over the next five years will be developed, along with an unconstrained implementation plan for the next 20 years.

Task 600 Deliverables

- Recommended bikeway and walkway system maps
- Project list with planning-level cost opinions
- Project evaluation criteria and prioritization matrix – presented to steering committee
- Up to 10 Project Description Sheets
- Memorandum describing potential funding opportunities
- Implementation Plan

Lump Sum Fee	**$16,000**
Subtotal	**$ 98,500**
Direct Exp.	**$ 1,500**
Total	**$100,000**

Schedule for Olsson's Services

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

Anticipated Start Date: February 23, 2021
Anticipated Completion Date: October 31, 2021

COUNCIL BILL NO. 2021-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and Olsson Associates dealing generally with the completion of an Active Transportation Assessment amount not to exceed One Hundred Thousand Dollars ($100,000.00); and attached hereto as Exhibit A.

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

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

_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney