JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 6, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Update From Proposition Action Implementation & Oversight Committee

      Documents:

      PROP ACTION-ONE YEAR IN-REPORT TO COUNCIL 2-6-2023.PDF

   2. Recreation Division Reorganization Presentation

      Documents:

      RECREATION DIVISION REORGANIZATION PRESENTATION.PDF

   3. Zora Street Update

      Documents:

      ZORA IMPROVEMENTS PRESENTATION.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Responsibility & Respond To Mr. Stinnett's Response.

   2. Kathy Martin Requested To Speak On Asking About Lighting In High Crime

Areas And To Share Information From Focus Meeting And General Data Regarding Homlessness.

3. Brian Evans Requested To Speak On Joplin City Government Fiscal Responsibility, And Your Primary Duty To The Taxpayers!

7. Public Hearings

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. Public Hearing For Vehicle For License Application- My Transportation, LLC

   Documents:

   VEHICLE FOR HIRE APPLICATION-MY TRANSPORTATION.PDF

3. COUNCIL BILL NO. 2023-253
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St.

   Documents:

   CB2023-253SUMMARY.PDF
   001-23REPORT.PDF
   001-23APP.PDF
   CB2023-253MINUTES.PDF
   001-23MAP.PDF
   CB2023-253.PDF

4. COUNCIL BILL NO. 2023-254
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave.

   Documents:

   CB2023-254SUMMARY.PDF
   002-23REPORT.PDF
   002-23APP.PDF
   CB2023-254MINUTES.PDF
   002-23MAP.PDF
   CB2023-254.PDF

5. COUNCIL BILL NO. 2023-255
   AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide

right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri.

Documents:

CB2023-255SUMMARY.PDF
003-23REPORT.PDF
003-23APP.PDF
CB2023-255MINUTES.PDF
003-23MAP.PDF
CB2023-255.PDF

6. COUNCIL BILL NO. 2023-256
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St.

Documents:

CB2023-256SUMMARY.PDF
004-23REPORT.PDF
004-23APP.PDF
CB2023-256MINUTES.PDF
004-23MAP.PDF
CB2023-256.PDF

7. COUNCIL BILL NO. 2023-257
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln.

Documents:

CB2023-257SUMMARY.PDF
005-234REPORT.PDF
005-23APP.PDF
CB2023-257MINUTES.PDF
005-23MAP.PDF
CB2023-257.PDF

8. **Consent Agenda**

1. Minutes Of The January 17, 2023, City Council Meeting

Documents:

JANUARY 17, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-003

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Jasper County Commission allowing for the County to join with the City of Joplin on its Broadband Deployment Consultant Services (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC.

Documents:

CB2023-003.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-108
AN ORDINANCE authorizing the acceptance of a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of ninety-five thousand six hundred thirty-eight and 27/100 dollars ($95,638.27) for Engineering Design Services for the Snow Removal Equipment (SRE) storage portion of the Aircraft Rescue and Fire Fighting (ARFF) Building at the Joplin Regional Airport; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

GS 2023-108 CMT SRE DESIGN SERVICES.PDF
CB 2023-108 CMT SRE DESIGN SERVICES.PDF
AVIATIONPROJECTCONSULTANTSUPPLEMENTALAGREEMENTNO.1_SRE.PDF

2. COUNCIL BILL NO. 2023-503
AN ORDINANCE reaffirming the gross receipts tax to be imposed upon gas corporations conducting business within the City and matters relating thereto and containing an emergency clause.

Documents:

CB 2023-503 SUMMARY SPIRE GROSS RECEIPTS TAX.PDF
CB 2023-503 ORDINANCE SPIRE GROSS RECEIPTS TAX.PDF

3. COUNCIL BILL NO. 2023-504
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

CB 2023-504 SUMMARY BUDGET AMENDMENT FY2022.PDF
CB 2023-504 BUDGET AMENDMENT ORDINANCE FY2022.PDF
CB 2023-504 SCHEDULE A 2022 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-004
   AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, and improvement of warehouse facilities; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $20,200,000 to finance the costs of the first phase of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds.

   Documents:

   SUMMARY CB 2023-004-01312023035716.PDF
   CH100 PLAN DOCUMENTS-01312023040327.PDF
   CB2023-004-01312023035849.PDF

2. COUNCIL BILL NO. 2023-258
   AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par Ln, in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2023-258SUMMARY.PDF
   007-234REPORT.PDF
   007-23APP.PDF
   007-23APPMAT.PDF
   CB2023-258MINUTES.PDF
   007-23MAP.PDF
   CB2023-258.PDF

3. COUNCIL BILL NO. 2023-450
   AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause.

   Documents:

   CB2023-450-SUMMARY SHEET (003).PDF
   CB2023-450- SUPPLEMENTAL ITEM BID TABULATION.PDF
   CB2023-450-SUPPLEMENTAL ITEM EXHIBIT A QUOTATION.PDF
   CB2023-450_SUPPLEMENTAL ITEM 2023-01 HEALTH VEHICLE BID PACKAGE.PDF
   CB2023-450-COUNCIL BILL.PDF

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

    1. COUNCIL BILL NO. 2023-601
       AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for the purpose of conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

       Documents:

       CB2023-601.PDF

13. **Unfinished Business**

14. **New Business**

    1. CASE NO. 068-22 Site Plan Review-634 N. Main Street
       A request to review a site plan for future development-Gus Properties LLC.

       Documents:

       068-22SUMMARY.PDF
       068-22REPORT.PDF
       068-22APP.PDF
       068-22APPMATERIALS.PDF
       068-22MINUTES.PDF
       068-22MAP.PDF

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 2nd day

of February 2023 (RSMo 610.020)

Implementing Proposition Action – One Year In

IMPLEMENTATION COMMITTEE PRESENTATION TO THE JOPLIN CITY COUNCIL
FEB. 6, 2023

A Brief Background on Proposition Action

- Input from residents
- Development of the Actions & Council Approval
- Funding the Action Plans
- Citizens Oversight and Approval

The People of Joplin Spoke



2020 City Manager “Listening Tour” to gather information on how Joplin can improve



Citizens, Community Leaders and Businesses input on our City’s issues and concerns

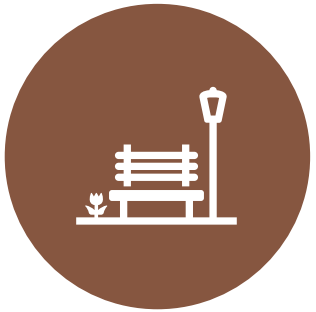


Over 1,400 people participated with approximately 7,000 responses

Participants clearly desired an improved Joplin



"It is sad to see a city allow homes to deteriorate into disrepair. Better enforcement of city codes and possibly grants for home improvement."



"Neighborhood cleanup…People taking pride in their homes, yards, businesses."



"Clean up blighted neighborhood areas, address the dangers that these areas cause."



"Keep neighborhoods clean and cared for, and don't let lots, rental properties, and buildings become overgrown and dilapidated."

What Joplin Residents & Businesses Said



What Joplin Residents & Businesses Said

What Joplin Residents & Businesses Said

"Improved community engagement with police officers."

"There are some street issues and I do not see many police around town."

"Drug use is rampant and property crimes, such as petty thefts are out of control."

"The parks are beginning to be overtaken by the homeless…"

2021: City Staff and Council and Council Approved An Aggressive Plan to Take Actions on What the Citizens Said



CITY COUNCIL GOALS:

Community Appearance | **Declining Neighborhoods** | **Economic Development** | **Address Homelessness** | **Crime & Safety** | **Resilient Revenue**

People Spoke – The City Listened



GOAL: IMPROVE COMMUNITY APPEARANCE

Take Actions to:

- Clean-up and improve the appearance so Joplin is a better place to live, work and play.
- Enhance livability for current and future residents.

GOAL: ADDRESS DECLINING NEIGHBORHOODS

Take Actions to:

- Help declining neighborhoods; increasing property values and pride.
- Restore older homes and infill new homes to help neighborhoods.
- Create opportunities for younger people to buy or build their house in Joplin.









GOAL: CRIME & SAFETY

Take Actions to:

- Expand Community Policing and Visibility,
- To decrease crime and drug rates.
- To Enhance Fire Services for a safe and secure place for citizens to raise their families.

GOAL: ADDRESS HOMELESSNESS

Take Actions to:

- Improve community supported efforts to decrease homelessness.

- Reduce panhandling.









GOAL: INCREASE ECONOMIC GROWTH

Take Actions to position Joplin for growth by:

- Creating an appearance and environment that attracts new businesses
- Developing better support for small businesses and entrepreneurs
- Utilizing SMART City technology to drive economic growth



GOAL: DEVELOP RESILIENT REVENUE

- Take Actions to develop resilient revenue by creating the ability to build a revenue stream to ensure funding is available for the City in order to provide critical services in any event









Taking Action for a Better Joplin

- Goals designed to help bring additional investments, workforce and families to the Community
- Over 45 Action Plans from small to grand created to achieve the Goals for a better Joplin
- For a complete list and description of the Action Plans, please visit:

www.joplinmo.org/actionplans

Proposition Action:
Use Tax Funds for a Better Joplin

- Implement a Use tax at the same rate as current sales tax
- Use tax applies to on-line purchases only
- Use tax does NOT apply to purchases made in Joplin.
- You NEVER pay both a sales tax and use tax.
- In outreach, voters asked Council to create an Implementation Oversight Committee of citizens to ensure goals are met

Proposition Action Approved by Voters

- Voters approved Proposition Action November 2021
- Council followed through on request to form Implementation Oversight Committee December 2021
- Use tax becomes effective January 1, 2022

Implementation Oversight Committee created by Council

Andrea Waggoner
Cleo Copeland
Eric Colbert
Gary Duncan
Jhan Hurn
Kim Cox
Rhonda Thompson
Rob O'Brian
CB Eastman
Dan Pekarek
Erik Bartlett
Gloria Turner
Jim Scott
Mike Seibert
Travis Stephens

How Much Will Use Tax Raise For Joplin?

- Exact revenue will be generated was unknown at the time of the vote but was estimated at:

  $3.7 million yearly

- For ten months of last fiscal year: January to October 2022:

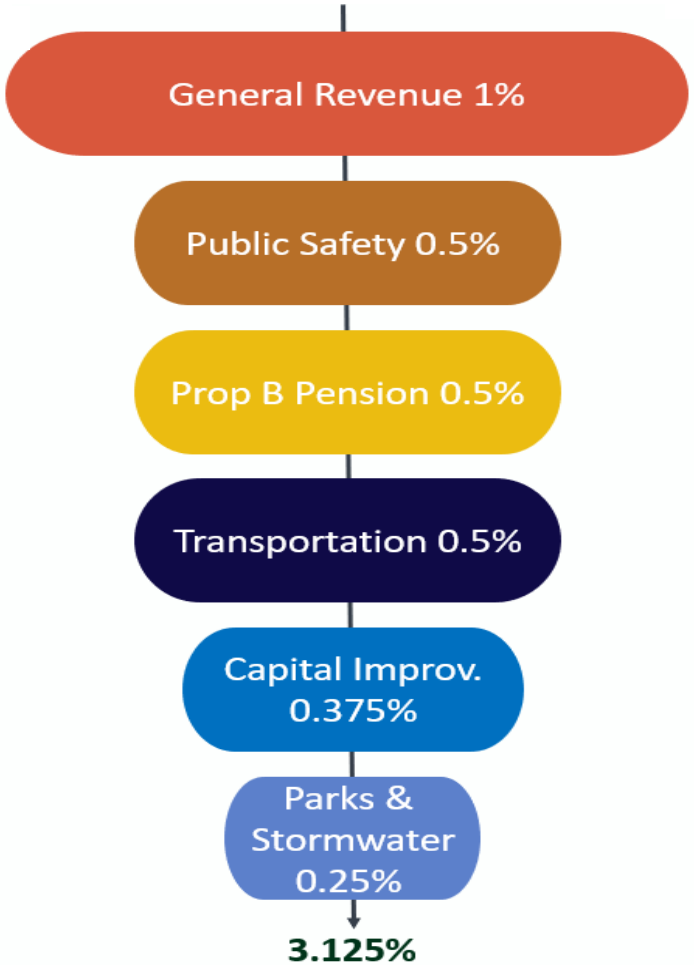
  $3.5 million

- For eleven months, January – November 2022 (Nov in new fiscal year):

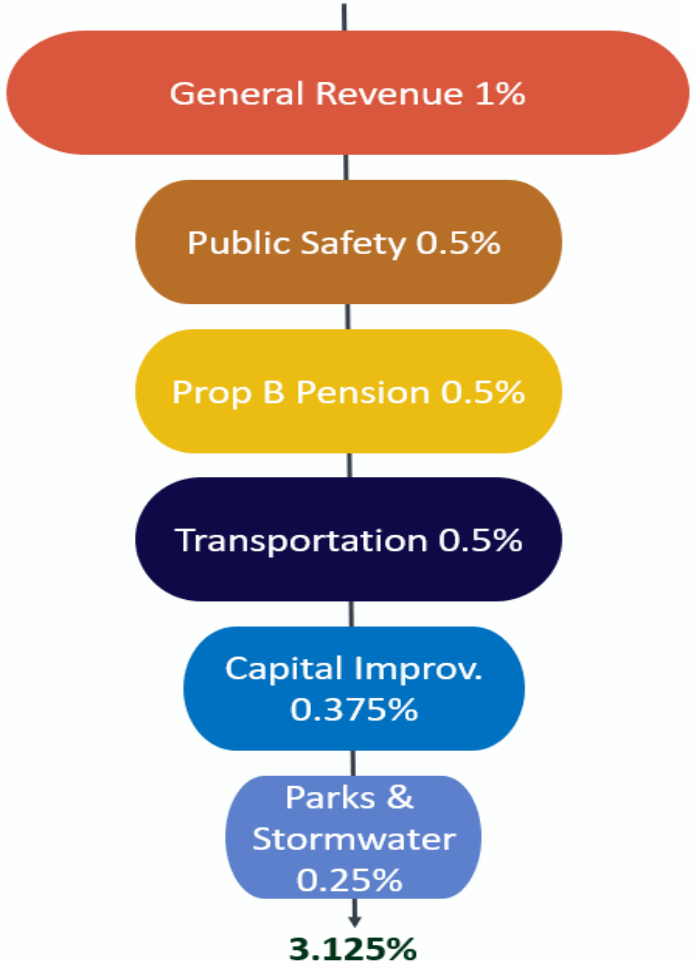
  $3.8 million

How Is the Use Tax Allocated?

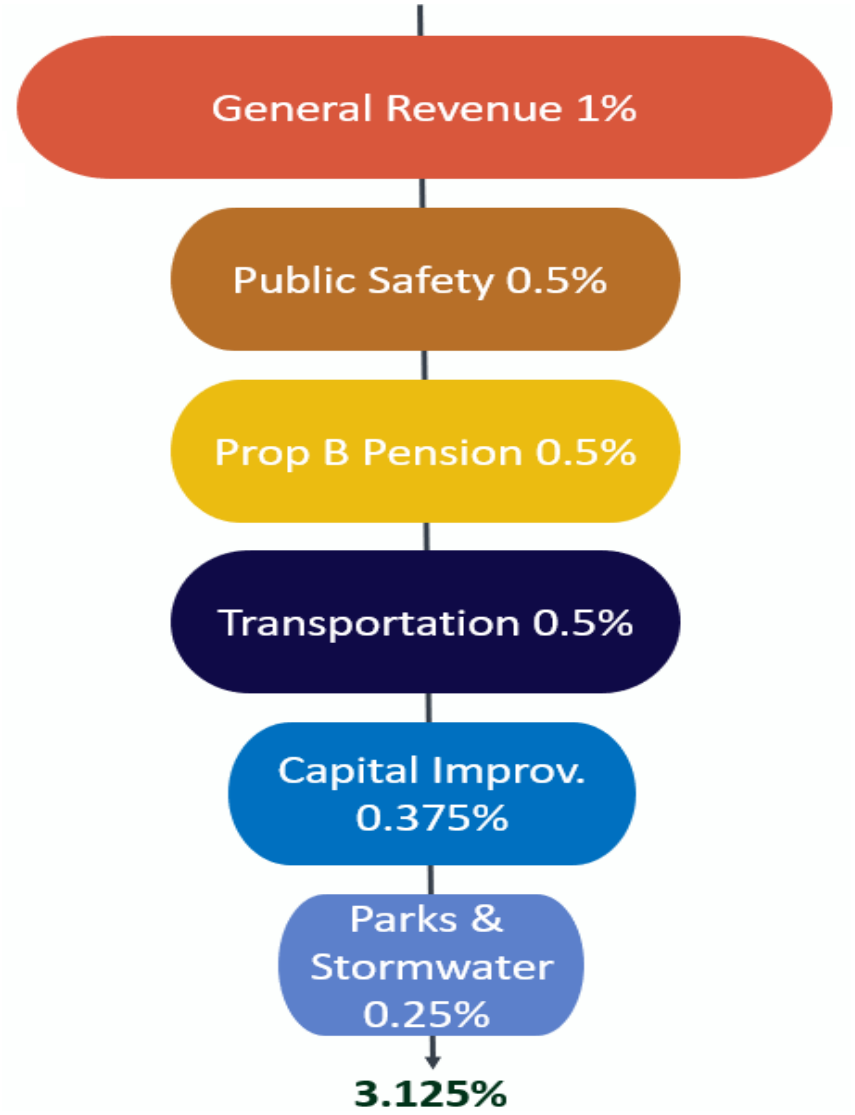
Local Purchase Sales Tax Increments

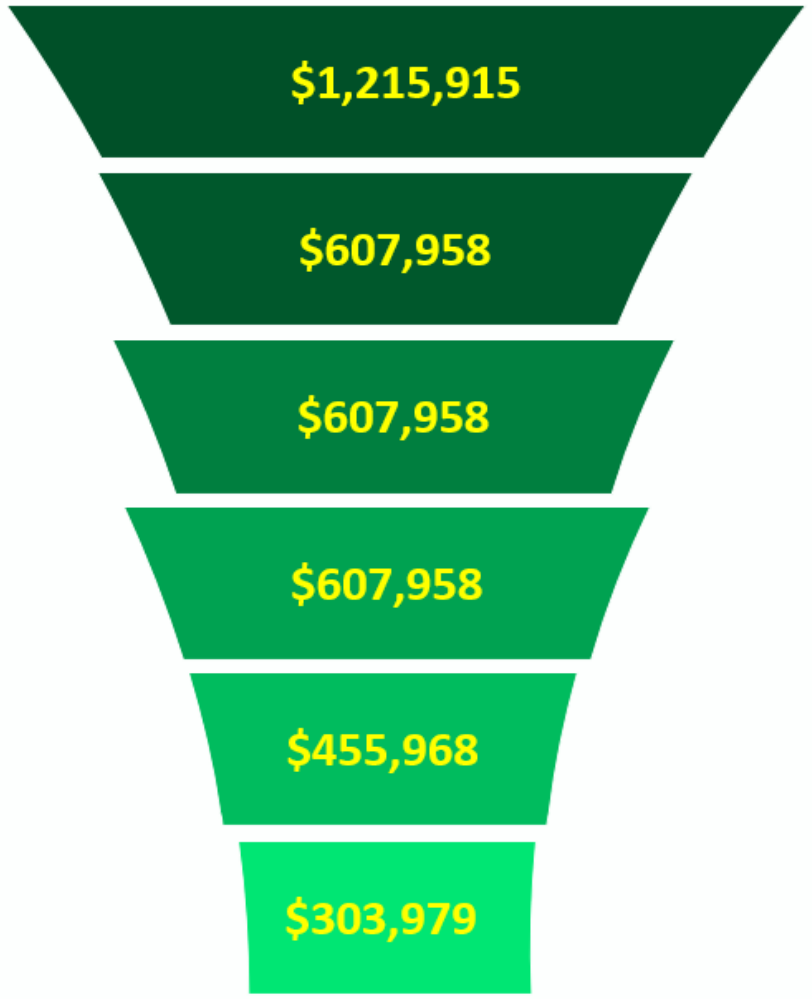


Online Purchase Use Tax Increments



What is the Revenue – 11 months?





$3,799,735

Proposition Action is Now Action

- **Revenue collections started January 1, 2022**
- **Council decision to hold $$ for fiscal 21-22, assess revenue**
- **Staff projects underway (no $$)**
- **Planning and budgeting for others; prepare for 2022-23 (current)**
- **18 of 49 Action Plan points completed or underway – 37%**
- **All are top priorities in Goal areas**

Community Appearance Highlights – NO $$$

- **Complete Streets ordinance approved by Council – Jan 22. Capital improvement design**
- **New Zoning Code written and approved by Council – Aug 22. (also impacts neighborhoods)**
- **Review of Building codes complete. Staff to develop recommendations (impacts neighborhoods and commercial areas)**
- **New Signage Code work underway. Citizen stakeholder group being formed for input**
- **4th and Murphy streets upgrades include beatification elements, stone wall entry**



Declining Neighborhoods Highlights

Housing Revitalization Program

- **Developers obtain dilapidated, unrecoverable houses; clear lot and build new**
- **Receive cash incentive based on apprised value of new house**
- **$1 million funds from reserves to start**

Pilot Project:

- **Five properties underway**
- **Estimated $1 million in houses value**
- **Approx. $170,000 in incentives**

Next Round: April 2023

- **Developer and staff/committee input for improvements**
- **Fifteen projects goal**



Economic Development Highlights

- **Smart Cities community wide internet service. Provider RFP responses are in (1-31-23)**

- **Operational assessment compete. Recommendation of seven positions in building, planning and community development. Council approved; Job descriptions being finalized. (benefits appearance and declining neighborhoods)**

- **Communications assessment complete and presented to Council. Impacts external marketing of community; internal communication with residents. Next step is staffing.**



Address Homelessness

- **Staff developed list of known/reported camping sites on city land; maintenance plan to be developed**

- **Funds allocated for homeless study in 22-23 fiscal year.**

Reduce Crime & Increase Safety

- **Park Security positions. Two ranger positions approved; hiring completed.**
  Training begins in February.

- **Fire department operational assessment completed.**
  Three swing shift fire captains recommended, brought to Council for approval.

- **Police department operational assessment completed. Approach for additional staffing being considered**

- **Recruitment incentive for police increased to $10,000 April 22**

Resilient Revenue

- **Passage and Implementation of the Use Tax**

- **Staff reviewing current revenue and seeking diversification options**

Actions & Allocations

Action Step	Use Tax Increment Allocation
Park Rangers	Parks & Stormwater Fund
Swing Fire Captains	Public Safety Fund
Building, Planning & Codes	General Fund
Homeless Study	General Fund (one-time 21-22 funds)
Communications staffing	General Fund

Proposition Action is Workinng

- **Number of non-funds actions taken by staff and approved by Council (eg: Zoning Code)**
- **Use tax accumulated in 21-22 fiscal year provide for one-time expenses (equipment, facility)**
- **21-22 allowed time for staffing assessments, recommendations on needs**
- **Current fiscal year, hiring begins (rangers, fire captains, building & neighborhoods)**
- **IMPORTANT: not short-term. LONG-TERM plan. Not everything will happen immediately**
- **Opportunities may arise that aren't known today (Opportunity for state ARPA funds)**
- **Implementation committee sees and discusses each step with city staff**
- **Mission: Keep the promises of Proposition Action to the citizens**

Thank You!

Questions

?



Recreation Division Reorganization Presentation

For the City of Joplin

February 6, 2023

Recreation Division Reorganization

Joplin
City Manager's
Listening Tour

In 2020, the City Manager's Listening Tour was conducted with the purpose to hear the citizens ideas and concerns about the future of our community. With the feedback, the City of Joplin can make plans that will address specific concerns and position our community to have a bright future.

Five questions were asked:

- What makes Joplin special?
- What can Joplin do better?
- What do you see as opportunities for Joplin?
- What is the biggest threat facing our community?
- What do you see for the future of Joplin in the next 5, 10, 15 years?

Recreation Division Reorganization

Parks
Master Plan

In August of 2020, the City of Joplin commissioned a Parks Master Plan that would be the “Road Map” for the next ten years of operations and development.

This plan included:

- Examination of current resources
- Community feedback of needs/wants
- Analysis of what exists vs. desires
- List of projects to improve and preserve park system

Recreation Division Reorganization

Community Feedback

With nearly 1,400 people responding the City Manager's Listening Tour, across the five questions, we had approximately 7,000 responses. Key takeaways related to recreation are below:

- Community wants more recreation opportunities for all ages
- More outdoor recreation programs and events
- More cultural events and festivals
- More family events and activities
- And more health and wellness programs and events

Recreation Division Reorganization

Community Feedback

During the master plan process, ETC Institute created and administrered a statiscally valid community survey. The outcome was thirty programs the community wanted which were ranked from high priority to low priority. Below are the fifteen programs within the high and medium priority ratings:

- Adult fitness & wellness programs (200 rating; highest)
- History & museums (147)
- Outdoor environmental/nature camps & programs (132)
- Exercise classes (124)
- Community special events (117)
- Senior programs (115)
- Water fitness programs/lap swimming (77)
- Community day trips (73)
- Adult sport leagues (66)
- Private facility rentals (65)
- Youth summer programs & camps (62)
- Youth sports programs & camps (61)
- STEM classes (61)
- Gymnastics/tumbling programs (60)
- Preschool programs/early childhood education (50)

Recreation Division Reorganization

Parks
Master Plan
Recommendations

Along with the Parks Master Plan Community Survey, a full-time staffing analysis was conducted by Ballard King. A significant concern that Ballard King raised was the subsidy from the General Fund and the future this could have on the Department. It was the opinion of Ballard King that there should be a focus in the organizational structure regarding revenue generation. In their recommendation, at minimum, an Assistant Director that oversees all Maintenance Operations Divisions needed to be developed, splitting responsibilities so another one could focus on marketing/promotions for the entire Department, and creating another Recreation Coordinator position that has a strong focus on programming.

Recreation Division Reorganization

→ Parks & Stormwater Sales Tax Renewal

In February 2021, the City Council appointed a Citizen's Committee to prioritize the projects from the Parks Master Plan and the Stormwater Master Plan.

The Citizen's Committee prioritized the projects resulting in the final recommendation project list, which was approved by the City Council.

The project list consisted of 22 park projects and 13 stormwater projects.

Recreation Division Reorganization

- Parks & Stormwater Sales Tax Renewal (continued)

August 3rd, 2021 the City of Joplin asked the voters of Joplin to renew the ¼-Cent Parks & Stormwater Sales Tax. With an overwhelming “Yes” vote of almost 80%, the City of Joplin was able to renew this tax and program for the next 10 years.

Recreation Division Reorganization

Parks Beautification Program

One of the projects on the approved Parks and Stormwater Sales Tax renewal, is all about making Joplin more attractive by beautifying the various parks throughout the community.

This new program proposes to address the level of beautification across the City's parks system.

Project focuses on:

- Overall park beautification
- Flowerbeds
- City and park entry signs
- Trash removal
- Landscaping projects
- Mowing and trim work

Recreation Division Reorganization

- Parks Beautification Program Approval

In March of 2022, the Parks Beautification program proposal was presented at the City Council meeting and was adopted and approved. As you recall, with the approval of the Beautification Hybrid option, an Assistant Director that oversees all maintenance operations within the Parks and Recreation Department would be created.

In November of 2022, an Assistant Director of Parks and Recreation was hired. This was the first step in restructuring the Parks and Recreation Department.

Recreation Division Reorganization

- Recreation Division

In March of 2022, the Recreation Manager position became vacant. This position was responsible for overseeing the Recreation Division, as well as the marketing and promotions of several Divisions within the Parks and Recreation Department. The Recreation Division currently consists of two Recreation Coordinators and a Recreation Leader.

Recreation Division Reorganization

- Recreation Division Reorganization

During the vacancy, and with the addition of an Assistant Director, the Director of Parks and Recreation assumed the everyday duties of the Recreation Division. During this time, it became clear this would be the perfect opportunity to reorganize the Recreation Division and implement the other recommendations set forth in the Parks Master Plan.

Recreation Division Reorganization

Recreation Division Reorganized Positions

Recreation Coordinator
(Aquatics, Marketing and Promotion, and Registration Software)

Recreation Coordinator
(Youth/Adult Sport Leagues & Instructionals, Tennis Programs, Sport Camps, and Athletic Special Events)

Recreation Coordinator (proposed)
(Community Special Events, Camps, and Youth/Adult programs)

Recreation Division Reorganization

Recreation Division Reorganized Positions (continued)

Recreation Coordinator

(Aquatics, Marketing and Promotion, and Registration Software)

This position continues to oversee the daily duties and responsibilities of the Aquatic Division. New responsibilities would be the marketing/promotions (website, social media outlets, sponsorships, news media liaison) of the entire Department and overseeing the Department registration software.

Recreation Division Reorganization

Recreation Division Reorganized Positions (continued)

Recreation Coordinator

(Youth/Adult Sport Leagues & Instructionals, Tennis Programs, Sport Camps, and Athletic Special Events)

This position continues to oversee all aspects of youth and adult athletics. A new area of focus for this position will be the addition of more fee-based sport camps and athletic special events.

Recreation Division Reorganization

Recreation Division Reorganized Positions (continued)

Recreation Coordinator

(Community Special Events, Camps, and Youth/Adult programs)

This position will assume the programs and events that were being done by the Recreation Coordinator who oversees the Aquatic Division. In addition, will be responsible for creating new fee-based emphasis on programs, community events, and health/wellness classes that were referenced in the City Manager's Listening Tour and the Parks Master Plan Study. The next slide is a proposed list of possible programs and events.

Recreation Division Reorganization

Recreation Division Reorganized Positions (continued)

Existing Events, Camps, and Programs

4th Annual Earth/Arbor Day Event	
23rd Annual Turkey Shootout	
July 4th Celebration @ MSSU	
23rd Annual Old-Fashioned Hayride	
3rd Annual Holiday Tree Trail Event	
Roll and Stroll Event	
Letter to Santa program	
Lego Camp x 3	Revenue Generation
23rd Annual Daddy Daughter Date Night	Revenue Generation
Breakfast with Santa Event	Revenue Generation
8th Annual Flashlight Easter Egg Hunt	Revenue Generation
3rd Annual Mother & Son Dance Event	Revenue Generation

Proposed/Possible Events, Camps, and Programs

Fall Community Event in the Park	
Spooky Drive through Trail Event	
Family Park Day Event	
Back to School Bash Event	
Adult Cornhole Tournament	Revenue Generation
Flea Market Parking Lot Event @ JAC	Revenue Generation
Adult Easter Egg Hunt	Revenue Generation
E-Sports Event	Revenue Generation
Youth Cooking 101 Classes x 3	Revenue Generation
Adult Craft and Sip Classes x 12	Revenue Generation
ReCreation Kits x 12	Revenue Generation
Yoga Series in the Parks Classes	Revenue Generation
Zumba Series in the Parks Classes	Revenue Generation
Aerobics/Pound in the Parks Classes	Revenue Generation
Fitness Trail Classes	Revenue Generation
Mom/Me Classes	Revenue Generation
Youth Basic Woodworking Classes x 3	Revenue Generation
Little Squirts Day Trip Classes x 3	Revenue Generation
Walking Club program	Revenue Generation
Arts/Craft Camp	Revenue Generation
Science Camp	Revenue Generation
Nerf Camp	Revenue Generation
Playdoh Creation Camp	Revenue Generation

Note: This position would also be the liaison for MDC and Wildcat Glades Friends Group. Both organizations use our parks for outdoor programming.

Recreation Division Reorganization

- Recreation Division Reorganization Funding

The proposed Recreation Coordinator position is a reclassification from the vacant Recreation Manager position that is currently in our 2023 budget. Below you can see the comparison in funding between the two positions.

Current Budget:	Grade	Step	Wages	Fringes	Total Budget
Recreation Manager	300	1	$45,367	$20,644	$66,011

Reorganization:	Grade	Step	Wages	Fringes	Total Budget
Recreation Coordinator	150	1	$30,707	$22,180	$52,887

Cost/(Savings) ($13,124)

*Minus operation expense

Recreation Division Reorganization

- Recreation Division Reorganization Recommendation

At the September 14, 2022, Park Board meeting, the Recreation Division Reorganization was presented, and board members were all in favor and recommended to City Council. They were informed that this would also be presented to City Council at a later date.

City Staff recommends this reorganization as well.

Recreation Division Reorganization

Recreation Division Reorganization Next Steps

- Advertise the Recreation Coordinator of Community Special Events, Camps, and Youth/Adult Programs position
- Conduct interviews
- Make selection
- Implement and train new employee

Recreation Division Reorganization

- Recreation Division Reorganization

The Joplin Parks and Recreation Department strives to provide quality parks, services, and programs to enhance the quality of life for the citizens of Joplin. This reorganization will help to expand upon the needs and priorities that the citizens of Joplin has told us. We are excited for this next step in the “Road Map” for a better Joplin!

Questions?

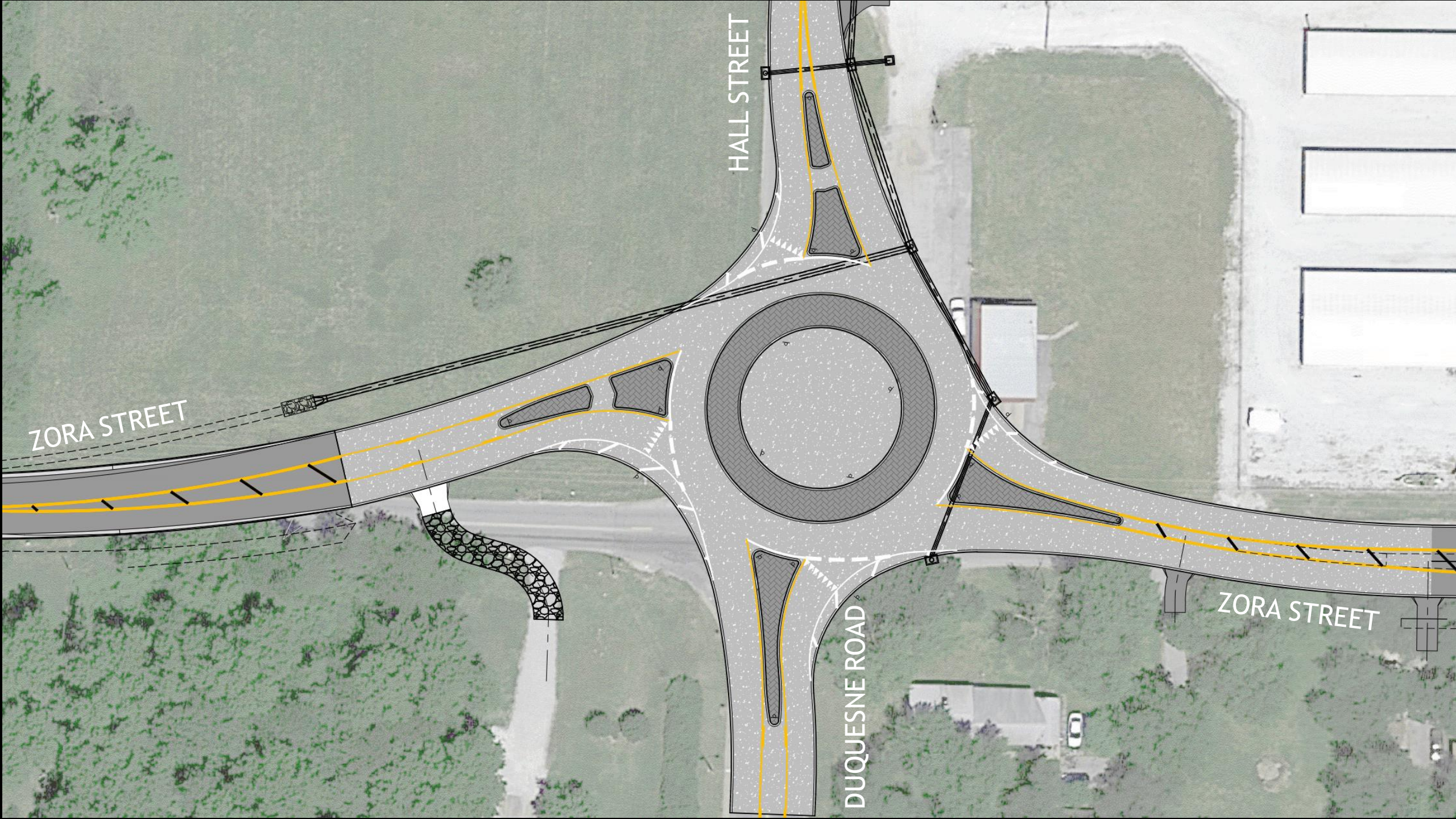
ZORA Improvements

Rangeline Road to Highway 249

Phase 1 – Duquesne Road and Zora Street

- Roundabout Improvements
- Lighting Enhancements
- Stormwater Improvements
- Est. Const. $1.3M
- Est. Const. Summer 2023

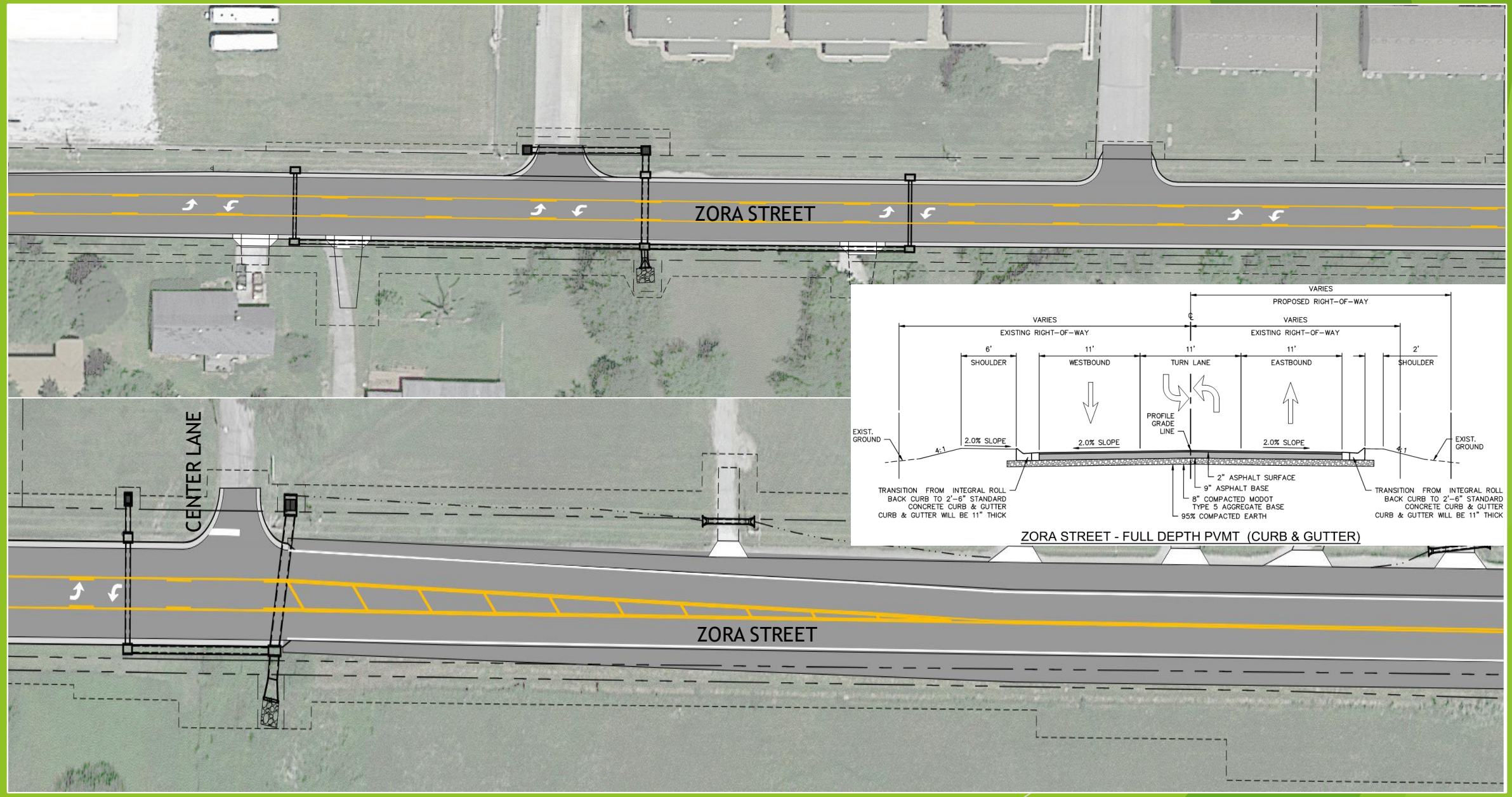



HALL STREET
ZORA STREET
DUQUESNE ROAD
ZORA STREET

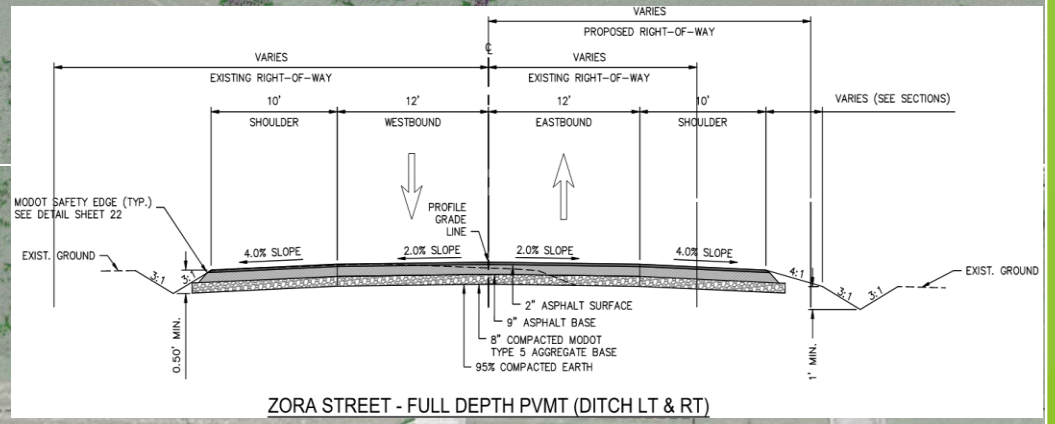


Phase 2 – Duquesne Road to Highway 249

- Three-Lane Curb and Gutter
  - Duquesne Road to Center Lane
- Stormwater Improvements
- Two-Lane with 10’ Shoulders
  - Center Lane to Highway 249
- Est. Const. $3.5M
- Est. Const. Summer 2023

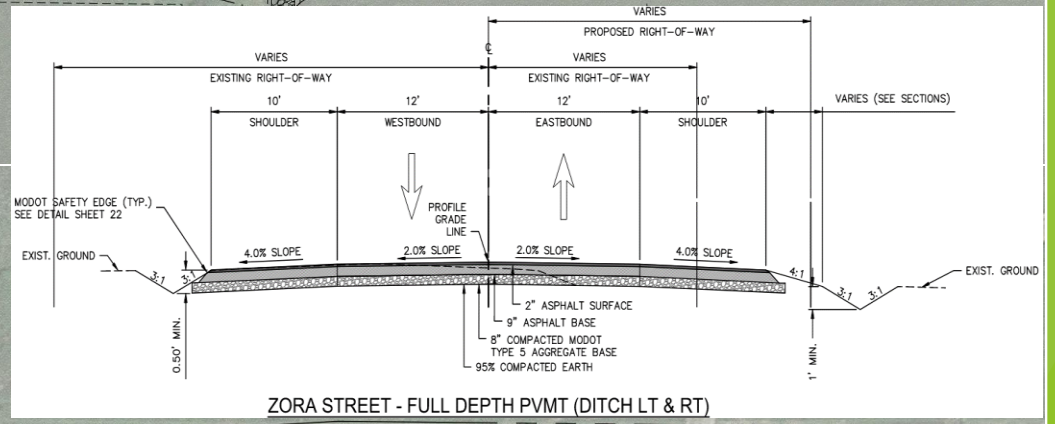

ZORA STREET
CENTER LANE
ZORA STREET
VARIES
PROPOSED RIGHT–OF–WAY
VARIES
EXISTING RIGHT–OF–WAY
VARIES
EXISTING RIGHT–OF–WAY
6'
SHOULDER
11'
WESTBOUND
11'
TURN LANE
11'
EASTBOUND
2'
SHOULDER
PROFILE GRADE LINE
EXIST. GROUND
4:1
2.0% SLOPE
2.0% SLOPE
2.0% SLOPE
4:1
EXIST. GROUND
2" ASPHALT SURFACE
9" ASPHALT BASE
8" COMPACTED MODOT TYPE 5 AGGREGATE BASE
95% COMPACTED EARTH
TRANSITION FROM INTEGRAL ROLL BACK CURB TO 2'–6" STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 11" THICK
TRANSITION FROM INTEGRAL ROLL BACK CURB TO 2'–6" STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 11" THICK
ZORA STREET - FULL DEPTH PVMT (CURB & GUTTER)





ZORA STREET - FULL DEPTH PVMT (DITCH LT & RT)



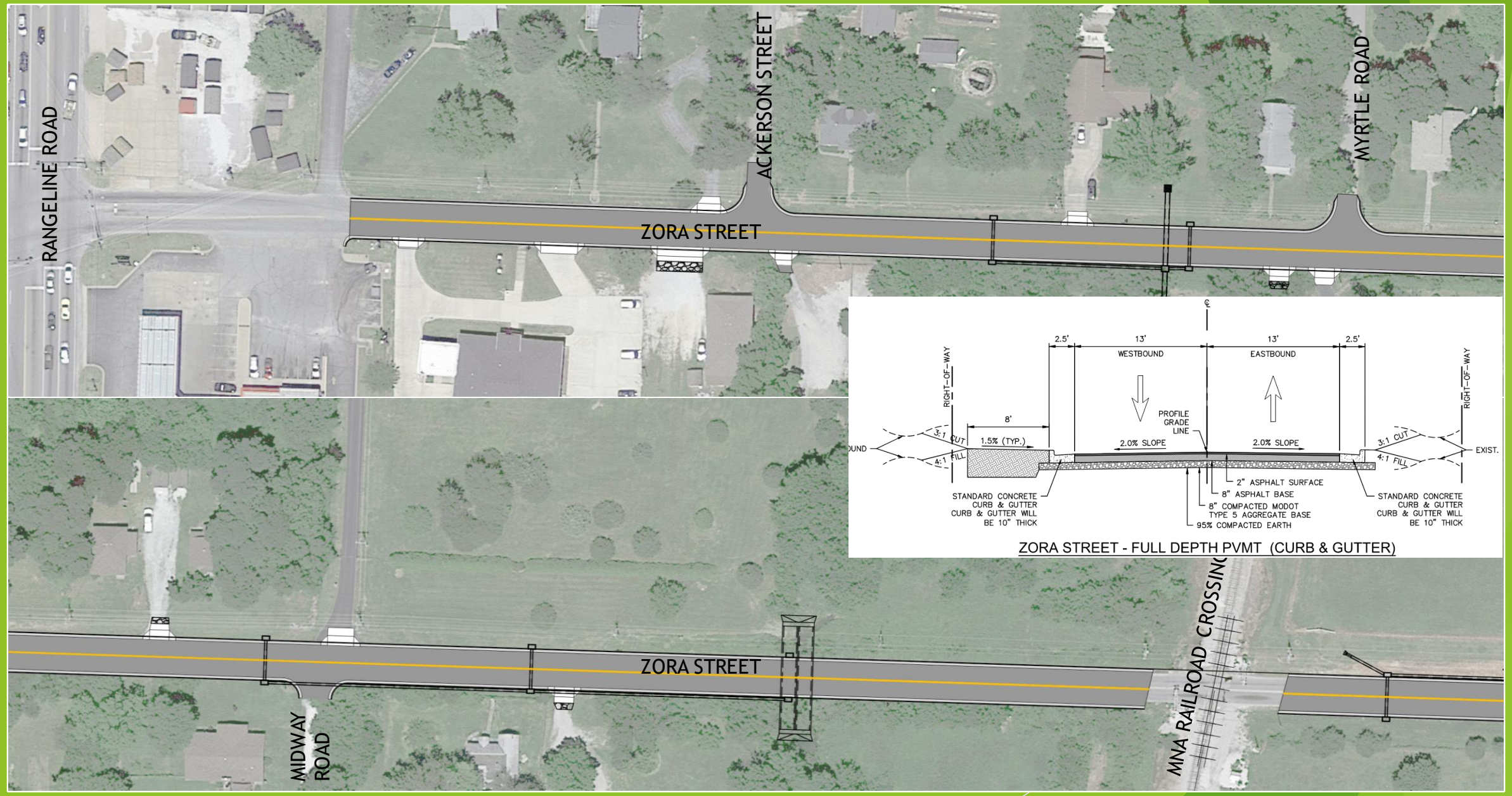


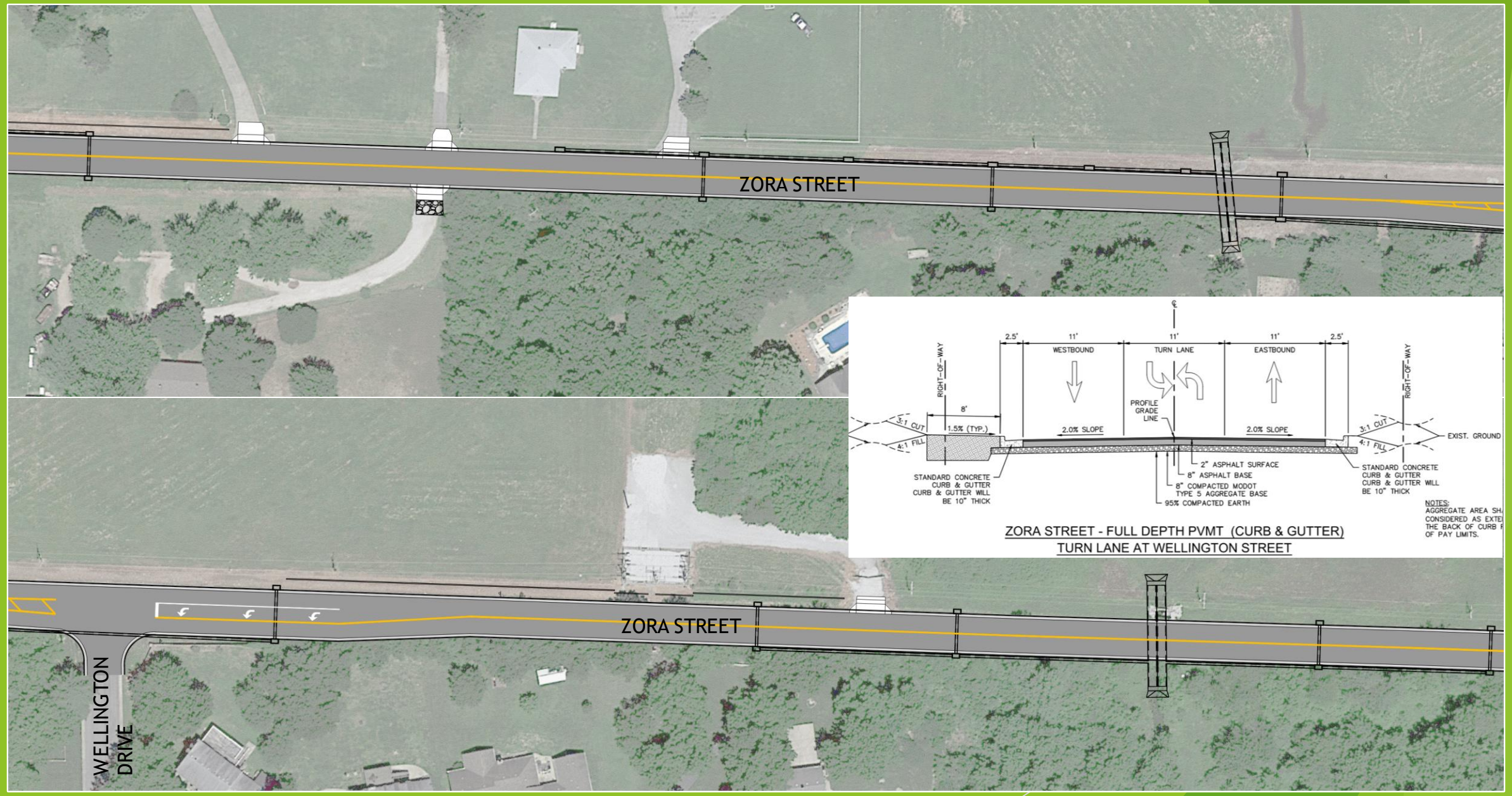
ZORA STREET - FULL DEPTH PVMT (DITCH LT & RT)

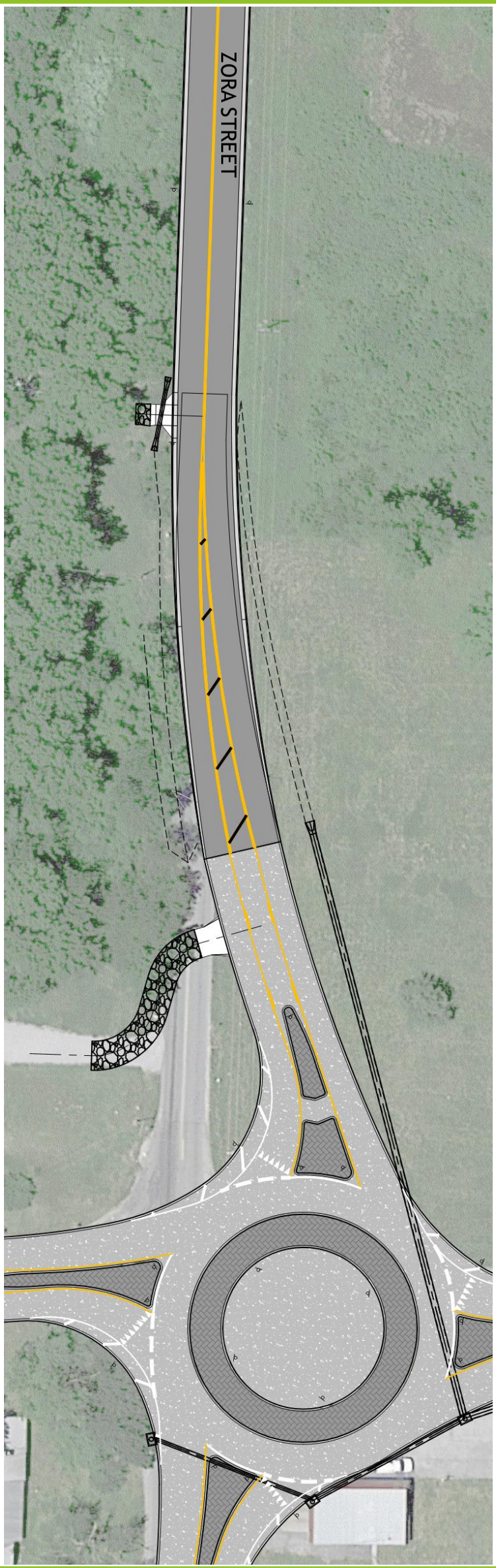
Phase 3 – Rangeline Road to Duquesne Road



- Two-Lane Curb & Gutter
  - Rangeline Road to Duquesne Road
- Stormwater Improvements
- Grading for future sidewalk accommodations
- Est. Const. $3.4M
- Est. Const. Summer 2024


RANGELINE ROAD
ACKERSON STREET
MYRTLE ROAD
ZORA STREET
MIDWAY ROAD
MNA RAILROAD CROSSIN
ZORA STREET - FULL DEPTH PVMT (CURB & GUTTER)
2.5'
13'
WESTBOUND
EASTBOUND
13'
2.5'
RIGHT-OF-WAY
RIGHT-OF-WAY
8'
PROFILE GRADE LINE
3:1 CUT
4:1 FILL
1.5% (TYP.)
2.0% SLOPE
2.0% SLOPE
3:1 CUT
4:1 FILL
EXIST.
2" ASPHALT SURFACE
8" ASPHALT BASE
8" COMPACTED MODOT TYPE 5 AGGREGATE BASE
95% COMPACTED EARTH
STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 10" THICK
STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 10" THICK


ZORA STREET
ZORA STREET
WELLINGTON DRIVE
RIGHT-OF-WAY
2.5'
11'
WESTBOUND
11'
TURN LANE
11'
EASTBOUND
2.5'
RIGHT-OF-WAY
8'
1.5% (TYP.)
PROFILE GRADE LINE
2.0% SLOPE
2.0% SLOPE
3:1 CUT
4:1 FILL
3:1 CUT
4:1 FILL
EXIST. GROUND
STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 10" THICK
2" ASPHALT SURFACE
8" ASPHALT BASE
8" COMPACTED MODOT TYPE 5 AGGREGATE BASE
95% COMPACTED EARTH
STANDARD CONCRETE CURB & GUTTER CURB & GUTTER WILL BE 10" THICK
NOTES:
ZORA STREET - FULL DEPTH PVMT (CURB & GUTTER)
TURN LANE AT WELLINGTON STREET



DUQUESNE ROAD

HALL STREET

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN, MISSOURI

VEHICLE FOR HIRE LICENSE APPLICATION

I. INSTRUCTIONS

1) Provide all information requested below

2) Present proof of insurance coverage on the vehicle being licensed.

3) Present state safety inspection certificate for the vehicle being licensed performed within 90 days of the application date.

4) Remit license fee of $50.00. Please make all checks payable to:
"The City of Joplin"

NAME OF OWNER/OPERATOR: Milton Dupard JR

D/B/A: _____

BUSINESS ADDRESS: 133 Red Oak Dr, Carl Junction Mo 64834

BUSINESS PHONE NUMBER: 417-483-0217

VEHICLE OWNER'S NAME: Milton Dupard JR
(If different than owner/operator named above, provide copy of written lease agreement)

CLASSIFICATION: (Check one)

Taxicab X Limousine _____ Luxury Sedan _____
Shuttle Service _____ Luxury/Custom Van _____

VEHICLE INFORMATION:

YEAR 2014 MAKE Town & Country
MODEL Chrysler PASSENGER CAPACITY 7
VIN 2C4RC1CGXER188228
STATE CERTIFICATE OF TITLE NUMBER _____

Milton Dupard
APPLICANT'S SIGNATURE

1/6/23
DATE

FOR FINANCE DEPARTMENT USE ONLY:

LICENSE NUMBER ISSUED: _____

APPROVED BY: _____ DATE: _____

CITY OF JOPLIN
602 SOUTH MAIN
JOPLIN MO 64801

PHONE: (417) 624-0820 ext. 1242
hhitchco@joplinmo.org

FAX: (417) 624-4620

BUSINESS LICENSE APPLICATION

YOU MAY NOT CONDUCT BUSINESS UNTIL BUSINESS LICENSE IS APPROVED AND ISSUED.
ANY PERSON WHO KNOWLINGLY MAKES A FALSE STATEMENT IN THE APPLICATION FOR A LICENSE SHALL BE DEEMED GUILTY OF A MISDEMEANOR. (ORD. NO. 2008-030)

Please Print or Type All Information Date: 1-4-23

Business Name: My Transportation LLC

Business Location Address: 133 Red Oak dr Suite Number:

City Carl Junction State MO Zip 64834

Business Phone Number: 417-483-0817 Fax Number:

Business Mailing Address: 133 Red Oak dr Carl Junction Mo 64834

Type and Nature of Business: Taxi Service

LLC OR INCORPORATION? X **YES*** _____ **NO**
*(IF YES, PLEASE ATTACH A COPY OF THE ARTICLES OR A CERTIFICATE OF GOOD STANDING FROM THE SECRETARY OF STATE)

Owner Name: Milton Dupard Jr Owner Phone Number: 417-291-8201
If more than one owner, please use back of form.

Owner Home Address: 133 Red Oak dr City Carl Junction State MO Zip 64834

Home Based Business: _____ Yes X No Date of Opening: 2/1/2004

Federal I.D. No.: 84-4542935

Missouri State Sales Tax I.D. Number:

Required to Carry Worker's Compensation Insurance under Mo. State Law
_____ Yes X No (If yes, please attach copy of certificate of insurance)

Print Name of Applicant: Milton Dupard

Signature of Applicant: Milton Dupard

Title of Applicant: Owner

Applicant Email: mytransportation1@gmail.com

CITY OF JOPLIN STATE OF MISSOURI

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC001687909
Date Filed: 1/30/2020
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of $105.00)

1. The name of the limited liability company is
My Transportation LLC
(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

Transportation services

3. The name and address of the limited liability company's registered agent in Missouri is:

Name	Street Address: May not use PO Box unless street address also provided	City/State/Zip
Milton Dupard	133 Red Oak Dr	Carl Junction MO 64834

4. The management of the limited liability company is vested in: ☐ managers ☒ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
(Organizer(s) are not required to be member(s), manager(s) or owner(s)

Name	*Address*	*City/State/Zip*
Dupard, Milton	133 Red Oak Dr	Carl Junction MO 64834

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: Brandie Gouley

Address: Email: brandie@totallegal.com

City, State, and Zip Code:

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: :

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Milton Dupard	MILTON DUPARD	01/30/2020
Organizer Signature	*Printed Name*	*Date of Signature*

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

My Transportation LLC
LC001687909

filed its Articles of Organization with this office on the 30th day of January, 2020, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 30th day of January, 2020, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

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, this 30th day of January, 2020.

Secretary of State

MYTRANS-01 ASHSH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2023

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	CONTACT NAME: Colt Atwood	
Specialty Risk Insurance 2023 S. Garrison Carthage, MO 64836	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Coltatwood@prevent-risk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Northern Insurance Co	38628
INSURED My Transportation Services, LLC 133 Red Oak Drive Carl Junction, MO 64834	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			964803482	1/5/2023	1/5/2024	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Joplin
602 S Main St
Joplin, MO 64801

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



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JOPLIN

POLICE

303 E. 3rd Street Joplin, MO. 64801-2274 417-623-3131 Fax 417-625-4733

Sloan Rowland
Chief of Police

RENEWAL April 2022 to April 2023

TO: Hailee Hitchcock
License Clerk
Finance Department

FROM: Leslie Haase
Finance Director

DATE: July 18, 2022

SUBJ: Taxi License
My Transportation

NAME: Milton Dupard Jr
133 Red Oak Dr
Carl Junction, MO 64834

The above subject has applied for a Taxi License and has been cleared in our department with no discrepancy in his/her application. The subject is eligible for a Taxi License.

Respectfully,

CITY OF JOPLIN

Leslie Haase
Finance Director

LH: ccg

cc: File

Rate Schedule

tart/Destinatio	End Destination	at rate Fare cost one	pprox Distanc	stimated Tim	ours of Operatio	Days of operat	nthly Subscription (1-3 mi	enthly Subscriptions (4-8 mi	enthly Subscriptions (5-10 mi	nthly Subscriptions (10-20 miles)
Joplin	Joplin	$7	1-3 miles	1-5min	24hrs scheduled	7 Days per week	20($5) Trips=$100.00	10 Trips-$100.00	40($15)Trips=$600.00	40($20) Trips=$800.00
Joplin	Joplin	$10	4-8 miles	5-9 min	24hrs scheduled	7 Days per week	40($5)Trips=$200.00	20 Trips $200.00	30($15)Trips=$450.00	30($20)Trips=$600.00
Joplin	Carl Junction	$15	9 miles	13 min				30 Trips $300.00	20($15)Trips=$300.00	20($20)Trips-$400.00
Joplin	Web City	$15	7 miles	12 min				40 trips= $400.00	10($15)Trips=$150.00	10($20)Trips=$200.00
Joplin	Oronogo	$20	10 miles	14 min					5($15)Trips=$75.00	5($20)Trips=$100.00
Joplin	Carthage	$30	18 miles	22 min						
Joplin	Neosho	$45	24 miles	30 min						
Joplin	Sarcoxie	$45	24 miles	28 min						
joplin	Duquesne	$10.00	4 miles	7 min						
joplin	Duenweg	$10.00	6 miles	10 min						
Joplin	Downstream Casino	$20.00	11 miles	15 min						
Carl Junction	Downstream Casino	$30.00	17 miles	24 min						
Web City	Downstream Casino	$35.00	20 miles	20 min						
Carterville	Downstream Casino	$35.00	20 miles	20 min						
Carthage	Downstream Casino	$50.00	27 miles	27 min						
Joplin	Springfield MO Airport	$120.00	67 miles	1hr 5min						
Joplin	Joplin Airport	$15.00	6 miles	10 min						
Joplin	KC Airport	$300	168 miles	2hr 40 min						
Joplin	Tulsa Airport	$190.00	108 miles	1hr 36min						
Carl Junction	Kansas Crossing Casino	$33.00	18 miles	22 min						
Joplin	Kansas Crossing Casino	$45.00	25 miles	30 min						
Web City	Kansas Crossing Casino	$43.00	24 miles	30 min						
Carthage	Kansas Crossing Casino	$54.00	30 miles	36 min						
Joplin	plin Greyhound Bus stati	$10.00	6 miles	10 min						
Carl Junction	plin Greyhound Bus stati	$15.00	13 miles	18 min						
Web City	plin Greyhound Bus stati	$15.00	6 miles	9 min						
Carthage	plin Greyhound Bus stati	$24.00	13 miles	16 min						
Carterville	plin Greyhound Bus stati	$15.00	6 miles	8 min						
Neosho	plin Greyhound Bus stati	$34.00	19 miles	23 min						
Sarcoxie	plin Greyhound Bus stati	$34.00	19 miles	21 min						

Missouri Motor Vehicle Inspection
APPROVAL NOTICE

SEE INFORMATION ON REVERSE SIDE

VEHICLE OWNER'S NAME: Dupuis	TIME INSPECTION STARTED: 800
STREET: 133 Redoak Dr.	TIME INSPECTION ENDED: 819
CITY: Carthage	COUNTY: Jasper

VEH YR	MAKE	MODEL	ODOMETER READING (REQUIRED)	LICENSE NUMBER
14	Chry	TC	178414	MG3K5C

VEH ID NO: 2C4RC1CG9ER188225

BODY STYLE
☐ Car ☐ School Bus ☐ Truck (GVW < 8500 lbs.) ☐ Autocycle
☑ SUV ☐ Motorcycle ☐ Truck/Bus (GVW = 8500+)

FUEL TYPE
☑ Gas ☐ Diesel ☐ Other
☐ Electric ☐ Hybrid

DEFECTS

CODE	DEFECTIVE PART	PART COST	LABOR COST	TOTAL

☐ ID / OD VERIFICATION

BRAKE INSPECTED: ☐ LF ☑ RF ☐ LR ☐ RR

TOTAL COST: $

I hereby attest I completed a proper safety inspection of the above-referenced vehicle, in accordance with Missouri Motor Vehicle Safety Inspection Regulations. (Refer to the MVI &/or school bus regulations manuals as needed.)

INSPECTOR/MECHANIC PERMIT NUMBER: 1200731	INSPECTOR/MECHANIC SIGNATURE: Shannon Smith
INSPECTION STATION NAME: Downtown Lube	INSPECTION STATION NUMBER: 044269
INSPECTION STATION CITY: Joplin	INSPECTION DATE: DEC 30 22

REPAIR AUTHORIZATION: I realize total repair cost is an estimate and repairs are not required to be completed at this station; I authorize the above establishment to repair my vehicle.

VEHICLE OWNER SIGNATURE	REINSPECTION DATE
REINSPECTOR'S INSPECTOR/MECHANIC NUMBER	REINSPECTOR'S SIGNATURE
STICKER/DECAL NUMBER: BZ78639	CONTROL NUMBER: C 0716008

SHP-499V

MVI-2 07/19

MISSOURI AUTO INSURANCE IDENTIFICATION CARD

INSURANCE COMPANY NAME AND ADDRESS

[X] COMMERCIAL [ ] PERSONAL

Progressive Northern Insurance Co
PO Box 31260
Tampa, FL 33631

POLICY NUMBER
964803482

EFFECTIVE DATE
01/05/2023

EXPIRATION DATE
01/05/2024

YEAR
2014

MAKE/MODEL
Chrysler Town & Country

VEHICLE IDENTIFICATION NUMBER
2C4RC1CGXER188228

AGENCY/COMPANY ISSUING CARD
Specialty Risk Insurance
2023 S. Garrison
Carthage, MO 64836

INSURED NAME AND ADDRESS

My Transportation Services, LLC
133 Red Oak Drive
Carl Junction, MO 64834

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 MO (2007/05)

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-253 – Zoning District Change

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 001-23: Rezoning – Property located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W. 4th St to construct multi-family housing – A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House) – Gil Stevens (Representative of the Owner)

BACKGROUND:
This request is consistent with the Comprehensive Plan. The property is shown as industrial on the Future Land Use Map with High Density Residential and Low Density Residential close by. R-3 zoning is appropriate in that context.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stevens requested to table the case for Planning and Zoning Commission. He was not present at the public hearing. His request happened after the case had been advertised. Planning and Zoning Commission recommended tabling.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-253
Planning & Zoning Commission recommends tabling Case 001-23 (5 in Favor, 0 Opposed, 2 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 001-23 A request to rezone from M-2 (Heavy Industrial) to R-3 (Apartment House).

LOCATION Property located approximately 200 feet East of the intersection of S Maiden Ln and W 2nd St, South of W 2nd St and North of W 4th St

APPLICANT Gil Stevens (Representing the Owner, Multi-Family Cartel)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 6.2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1/M-2	M-2/R-2	M-2/R-2	M-2/C-3
Land Use	Vacant/Public Works Operations Center and Storage Yard	Vacant	Contractor Equipment Storage Yard	Commercial/Service

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
4th St	Collector	60’
Maiden Ln	Arterial	60’
2nd St	Collector	60’

UTILITIES

The property is within one hundred feet of existing utilities, including sewer, water, and electric.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is shown as industrial on the Future Land Use Map with High Density Residential and Low Density Residential close by. R-3 zoning is appropriate in that context.

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

To develop apartments, the property will need to be rezoned R-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties in the area are C-3, C-O, C-1, R-2, R-3, M-2, and M-1. There is a lot of mixed use in this area.

DISCUSSION

This request to rezone to R-3 is consistent with the existing neighborhood.

Staff recommends approval of Case 001-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 001-23
Filing Fee: $550.00
Received: 12-2-22
Date Advertised:
Proj. No.: 23-029
Public Hearing Date: 1/9/23

Applicant: Giltner B. Stevens Phone No.: 417-437-1061

Address: 23 Pheasant Run Dr. Joplin, MO 64804 Email: gil stevens @ yahoo.com

Owner: Multifamily Cartel Phone No.:

Address: 14604 Tamarack Rd Jasper, MO 64755 Email:

Location of Property: No Physical Address (See Map Attached

Present Use of Property: Vacant Land

Proposed Use of Property: Develop Multifamily Housing

Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant Land + City of Joplin	M 2 + M-1
South	Bowling	M 2
East	Vacant Land	R-2
West	Convience Store - Warehous + Bowling	C-3 + M 2

Character of the Neighborhood: Area is mixed with Convience store, warehouses bowling, salon and vacant ground.

Relationship to Existing Zoning Pattern:

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

If yes, explain: Current Zoning is M2. This rezoning will be an upgrade. It appears that there has not been any use of the property for the past 40 to 50 years.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: West 2nd Street & West 4th Street

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

It appears this property would be an improvement for the entire Area. The apartments would provide additional housing for the area and also would provide realestate taxes for Joplin & Jasper County.

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

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

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

Signature: Walter B. Stevens **Date:** 2 December 2022

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Kaleb Marti (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as A Method (legal description) more commonly known as _____. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Gil Stevens to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 2 Dec 2022

Signature of Owner

Kaleb Marti
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 2 day of December, 2022.

Stacy Wilson
Notary

My commission expires: March 5, 2026

STACY WILSON
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 18781734
My Commission Expires Mar 5, 2026

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

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 02/07/2022 at 10:15:13 AM
Book: 2629 Page: 27
Instr #: 2022002249
Type: WD
Pages: 2
Fee: $27.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 4th day of Feb, 2022 by and between

R.E.S. Land Company, LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Multifamily Cartel LLC, a Missouri Limited Liability Company

hereinafter referred to as **GRANTEE**, whether one or more.

(Grantee's mailing address is 14604 Tamarack Rd Jasper, Mo. 64755

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

Tract 1: A part of MISCELLANEOUS TRACT 36 and a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and a part of Lots Numbered Forty-six (46) through Fifty (50) and a part of Lots Numbered Fifty-one (51) through Fifty-five (55) and a part of a vacated alley lying between said lots, all in GARFIELDS' ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Southeast corner of Miscellaneous Tract 36 in said Section, thence North 87 degrees 58 minutes 39 seconds West along the North line of Fourth Street 175.00 feet to the point of beginning, thence continuing along the North line of said Fourth Street North 87 degrees 58 minutes 39 seconds West 291.05 feet to the East right-of-way line of the St. Louis San Francisco Railroad, thence North 39 degrees 04 minutes 32 seconds West along said East Railroad right-of-way 288.06 feet, thence North 52 degrees 33 minutes 19 seconds East 147.00 feet, thence North 19 degrees 50 minutes 36 seconds East 183.71 feet, thence South 88 degrees 14 minutes 21 seconds East 49.18 feet, thence South 01 degrees 32 minutes 35 seconds West 186.41 feet, thence South 88 degrees 08 minutes 44 seconds East 260.49 feet, thence South 00 degrees 07 minutes 21 seconds West 300.00 feet to the point of beginning.

Tract 2: All of a tract of land described as Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 00 degrees 05 minutes West along the West line of said Quarter Quarter 49.00 feet to the North right-of-way line of Fourth Street, thence East along said line 510.66 feet, thence North 00 degrees 05 minutes West 150.00 feet to the point of beginning, thence North 00 degrees 05 minutes West 211.06 feet, thence West 179.60 feet to the East line of a tract of land (Deed filed in Book 1546 at Page 530), thence North 00 degrees 13 minutes 28 seconds West along said line 125.00 feet to the Northeast corner of said tract, thence North 88 degrees 00 minutes 11 seconds West along the North line of said tract 55.32 feet to the

Charlotte Pickering, Recorder of Deeds

Web Copy

Southeast corner of a tract of land (Deed filed in Book 1433 at Page 1900), thence North 00 degrees 13 minutes 28 seconds West along the East line of said tract 175.01 feet to the South line of Second Street, thence East along said line 388.14 feet to the West line of the Old Frisco Railroad, thence South 41 degrees 23 minutes East along said line 576.56 feet, thence South 226.97 feet to a point on the North line of Fourth Street (said point being 200.00 feet West of the intersection of the North line of Fourth Street and the West line of the Old Frisco Railroad), thence West along the North line of Fourth Street 224.36 feet to the Southeast of a tract of land (Deed filed in Book 1205 at Page 1851), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 50.00 feet to the Northwest corner thereof (said point being on the East line of Porter Avenue if produced North), thence South 00 degrees 05 minutes East along said line 150.00 feet to the North line of Fourth Street, thence West along said line 59.64 feet to the Southeast corner of a tract of land (Deed filed in Book 1456 at Page 1786), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 200.00 feet to the point of beginning, being a part of of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

By: _____
David W. Smith, Vice President

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 4th day of Feb., 2022 before me, appeared David W. Smith, to me personally known, who being by me duly sworn, did say that he is the Vice President of R.E. Smith Construction Company Member of R.E.S. Land Company, LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and David W. Smith, Vice President acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office, the day and year first above written.

AMBER NICOLE BASS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Mar. 25, 2023
Commission #15027113

_____
Amber Nicole Bass, Notary Public

My Term Expires: March 25, 2023

Charlotte Pickering, Recorder of Deeds







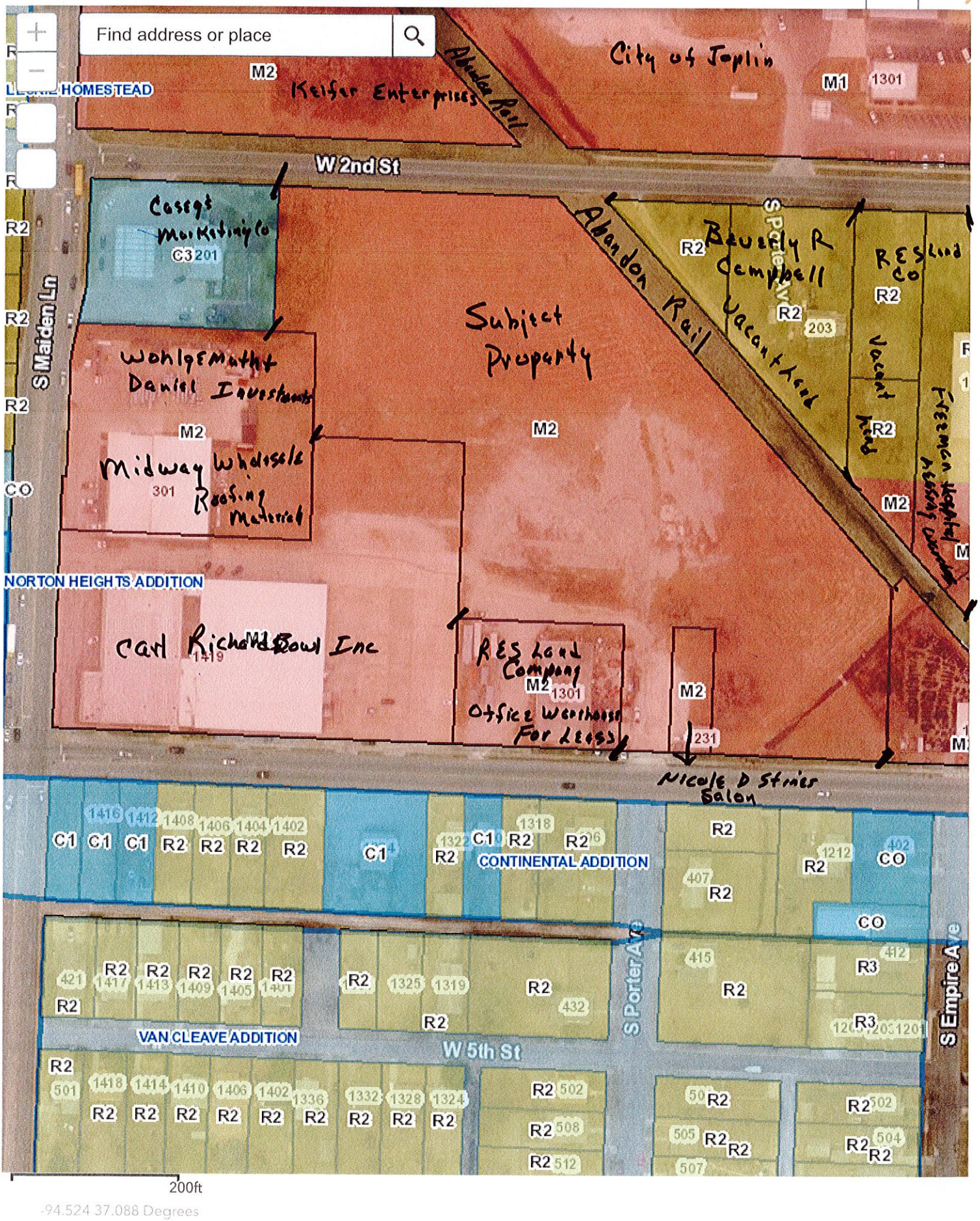



W 3RD ST
S MCCOY AVE
S MAIDEN LN
W 4TH ST
W 2ND ST
S PORTER AVE
S EMPIRE AVE
S PICHER AVE

Tract 1: A part of MISCELLANEOUS TRACT 36 and a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and a part of Lots Numbered Forty- six (46) through Fifty (50) and a part of Lots Numbered Fifty-one (51) through Fifty-five (55) and a part of a vacated alley lying between said lots, all in GARFIELDS' ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Southeast corner of Miscellaneous Tract 36 in said Section, thence North 87 degrees 58 minutes 39 seconds West along the North line of Fourth Street 175.00 feet to the point of beginning, thence continuing along the North line of said Fourth Street North 87 degrees 58 minutes 39 seconds West 291.05 feet to the East right-of-way line of the St. Louis San Francisco Railroad, thence North 39 degrees 04 minutes 32 seconds West along said East Railroad right-of-way 288.06 feet, thence North 52 degrees 33 minutes 19 seconds East 147.00 feet, thence North 19 degrees 50 minutes 36 seconds East 183.71 feet, thence South 88 degrees 14 minutes 21 seconds East 49.18 feet, thence South 01 degrees 32 minutes 35 seconds West 186.41 feet, thence South 88 degrees 08 minutes 44 seconds East 260.49 feet, thence South 00 degrees 07 minutes 21 seconds West 300.00 feet to the point of beginning.

Tract 2: All of a tract of land described as Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 00 degrees 05 minutes West along the West line of said Quarter Quarter 49.00 feet to the North right-of-way line of Fourth Street, thence East along said line 510.66 feet, thence North 00 degrees 05 minutes West 150.00 feet to the point of beginning, thence North 00 degrees 05 minutes West 211.06 feet, thence West 179.60 feet to the East line of a tract of land (Deed filed in Book 1546 at Page 530), thence North 00 degrees 13 minutes 28 seconds West along said line 125.00 feet to the Northeast corner of said tract, thence North 88 degrees 00 minutes 11 seconds West along the North line of said tract 55.32 feet to the Southeast comer of a tract of land (Deed filed in Book 1433 at Page 1900), thence North 00 degrees 13 minutes 28 seconds West along the East line of said tract 175.01 feet to the South line of Second Street, thence East along said line 388.14 feet to the West line of the Old Frisco Railroad, thence South 41 degrees 23 minutes East along said line 576.56 feet, thence South 226.97 feet to a point on the North line of Fourth Street (said point being 200.00 feet West of the intersection of the North line of Fourth Street and the West line of the Old Frisco Railroad), thence West along the North line of Fourth Street 224.36 feet to the Southeast of a tract of land (Deed filed in Book 1205 at Page 1851), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 50.00 feet to the Northwest corner thereof (said point being on the East line of Porter Avenue if produced North), thence South 00 degrees 05 minutes East along said line 150.00 feet to the North line of Fourth Street, thence West along said line 59.64 feet to the Southeast corner of a tract of land (Deed filed in Book 1456 at Page 1786), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 200.00 feet to the point of beginning, being a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri.

Joplin Local City of Joplin MO



Case 001-23: Rezoning

Property located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St., South of W. 2nd St. and North of W. 4th St. to construct multi-family housing-A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House)-Gil Stevens (Representative of the Owner)

Mr. Tyler Bellairs stated he was contacted by Gil Stevens, representative of the owner, prior to this evening's meeting and Mr. Stevens requested this matter to be tabled.

Mr. Bolander stated the public hearing was advertised in the Joplin Globe so we must proceed with the hearing.

Mr. Kimble asked if there were any questions from the Commission on Case 001-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 001-23.

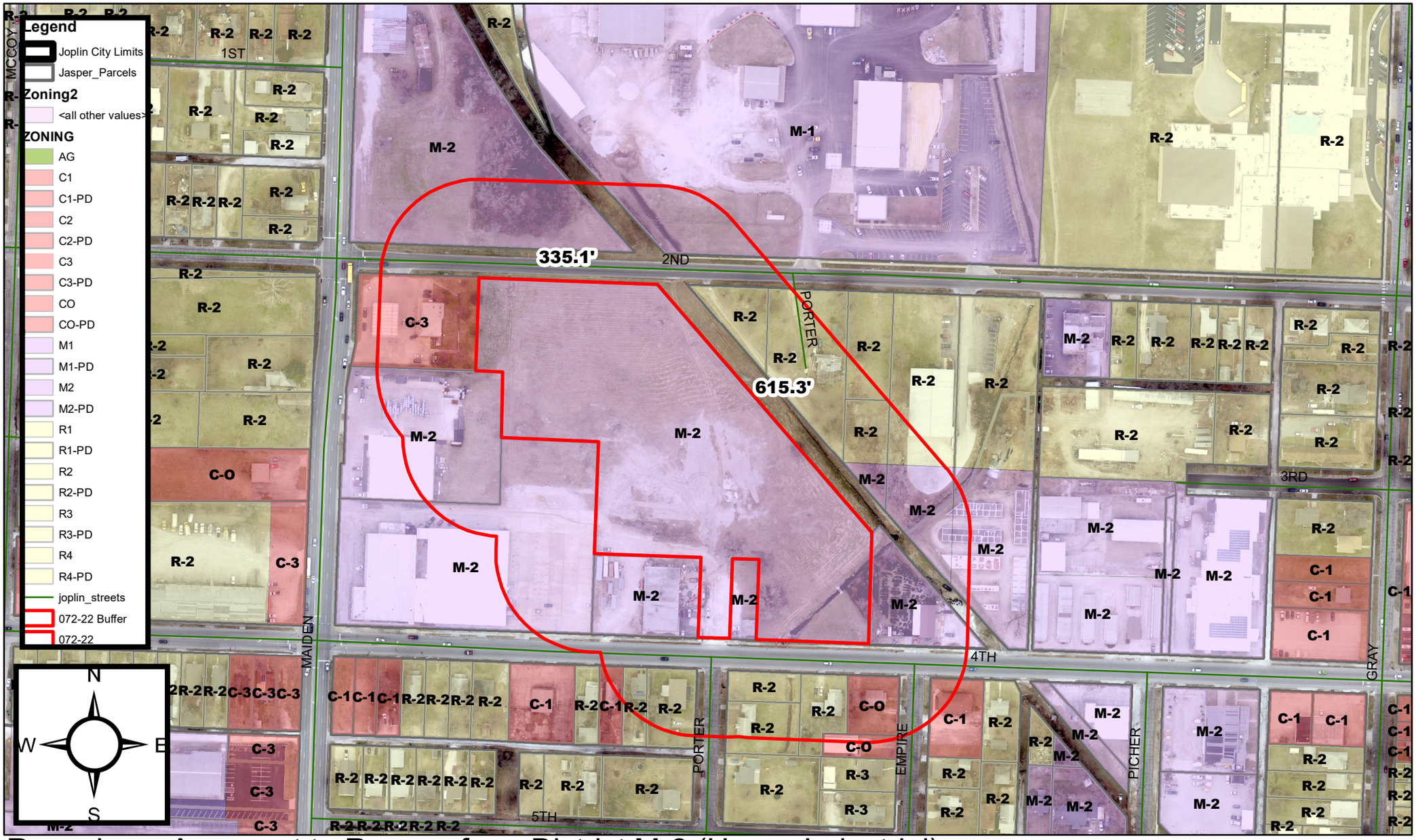
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 001-23.

There were none.

MR. MCCULLOUGH MOVED THAT CASE 001-23 BE TABLED AND FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION THAT CASE 001-23 BE TABLED. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 001-23 - Rezoning



Rezoning – A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House) for Property located approximately 200 feet East of the intersection of S Maiden Ln and W 2nd St, South of W 2nd St and North of W 4th St to construct multi-family housing – Gil Stevens (Representative of the Owner)

0 90 180 360 540 720 Feet

P & Z Case 001-23
Multifamily Cartel
(P & Z Recommended Tabling)

COUNCIL BILL NO. 2023-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St.

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

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

TRACT 2: All of a tract of land described as Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 00 degrees 05 minutes West along the West line of said Quarter Quarter 49.00 feet to the North right-of-way line of Fourth Street, thence East along said line 510.66 feet, thence North 00 degrees 05 minutes West 150.00 feet to the point of beginning, thence North 00 degrees 05 minutes West 211.06 feet, thence West 179.60 feet to the East line of a tract of land (Deed filed in Book 1546 at Page 530), thence North 00 degrees 13 minutes 28 seconds West along said line 125.00 feet to the Northeast corner of said tract, thence North 88 degrees 00 minutes 11 seconds West along the North line of said tract 55.32 feet to the Southeast corner of a tract of land (Deed filed in Book 1433 at Page 1900), thence North 00 degrees 13 minutes 28 seconds West along the East line of said tract 175.01 feet to the South line of Second Street, thence East along said line 388.14 feet to the West line of the Old Frisco Railroad, thence South 41 degrees 23 minutes East along said line 576.56 feet, thence South 226.97 feet to a point on the North line of Fourth Street (said point being 200.00 feet West of the intersection of the North line of Fourth Street and the West line of the Old Frisco Railroad), thence West along the North line of Fourth Street 224.36 feet to the Southeast of a tract of land (Deed filed in Book 1205 at page 1851), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 50.00 feet to the Northwest corner thereof (said point being on the East line of Porter Avenue if produced North), thence South 00 degrees 05 minutes East along said line 150.00 feet to the North line of Fourth Street, thence West along said line 59.64 feet to the Southeast corner of a tract of land (Deed filed in Book 1456 at Page 1786), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet the Northeast corner thereof, thence West along the North line of said tract 200.00 feet to the point of beginning, being a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27,

Range 33, in the City of Joplin, Jasper County, Missouri. A location more generally known as W 2nd St and Maiden Lane.

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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-254 – Zoning District Change

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 002-23: Rezoning – 1027 & 1029 S. Porter Ave. - A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) to construct single family homes – Travis Ledford

BACKGROUND:
This request is consistent with the Comprehensive Plan. The property is shown as Moderate-Density Residential on the Future Land Use Map with exclusively single-family homes in the area. R-2 is an appropriate zoning in this context. To develop single-family homes R-2 is required to meet the lot size requirements.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Steele asked Mr. Ledford if he had already cleared the property. Mr. Ledford stated yes. Mr. Kimble stated he knew the history of the property dated back to warehouses and he asked Mr. Ledford if the soil had been tested. Mr. Bolander stated that is a requirement of Jasper County before issuing a building permit, but they will check with the County.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-254
Planning & Zoning Commission recommends approval for Case 002-23 (5 in Favor, 0 Opposed, 2 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 002-23 A request to rezone from M-2 (Heavy Industrial) to R-2 (Two-Family Residential).

LOCATION 1027 & 1029 S Porter Ave

APPLICANT Travis Ledford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 0.4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Industrial	Single-Family Homes	Single-Family Homes	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Porter	Local	60′
11th	Local	60′

UTILITIES

The property is within one hundred feet of an existing sewer line.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is shown as Moderate-Density Residential on the Future Land Use Map with exclusively single-family homes in the area. R-2 is an appropriate zoning in this context.

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

To develop single-family homes R-2 is required to meet the lot size requirements.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties in the area are single-family residential homes.

DISCUSSION

This request to rezone to R-2 is consistent with the existing neighborhood.

Staff recommends approval of Case 002-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 002-23
Filing Fee: $550.00
Received: 12-12-22
Date Advertised:
Proj. No.: 23-033
Public Hearing Date: Jan 3, 2023

Applicant: Travis Ledford Phone No.: (417) 437-3733
Address: 1029 & 1027 Porter Ave. Email: travisledford95@gmail.com
Owner: Travis Ledford Phone No.: (417) 437-3733
Address: 2811 moffet ave Email: travisledford95@gmail.com
Location of Property: 1029 & 1027 Porter Ave
Present Use of Property: Vacant
Proposed Use of Property: 2 residential homes
Current Zoning: M-2 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Storage	M-2
South	Single home Residential	R-1
East	Single home Residential	R-1
West	Vacant	

Character of the Neighborhood:

Relationship to Existing Zoning Pattern:

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

If yes, explain: I cannot Build homes on existing zoning

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Porter & 11th st,

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

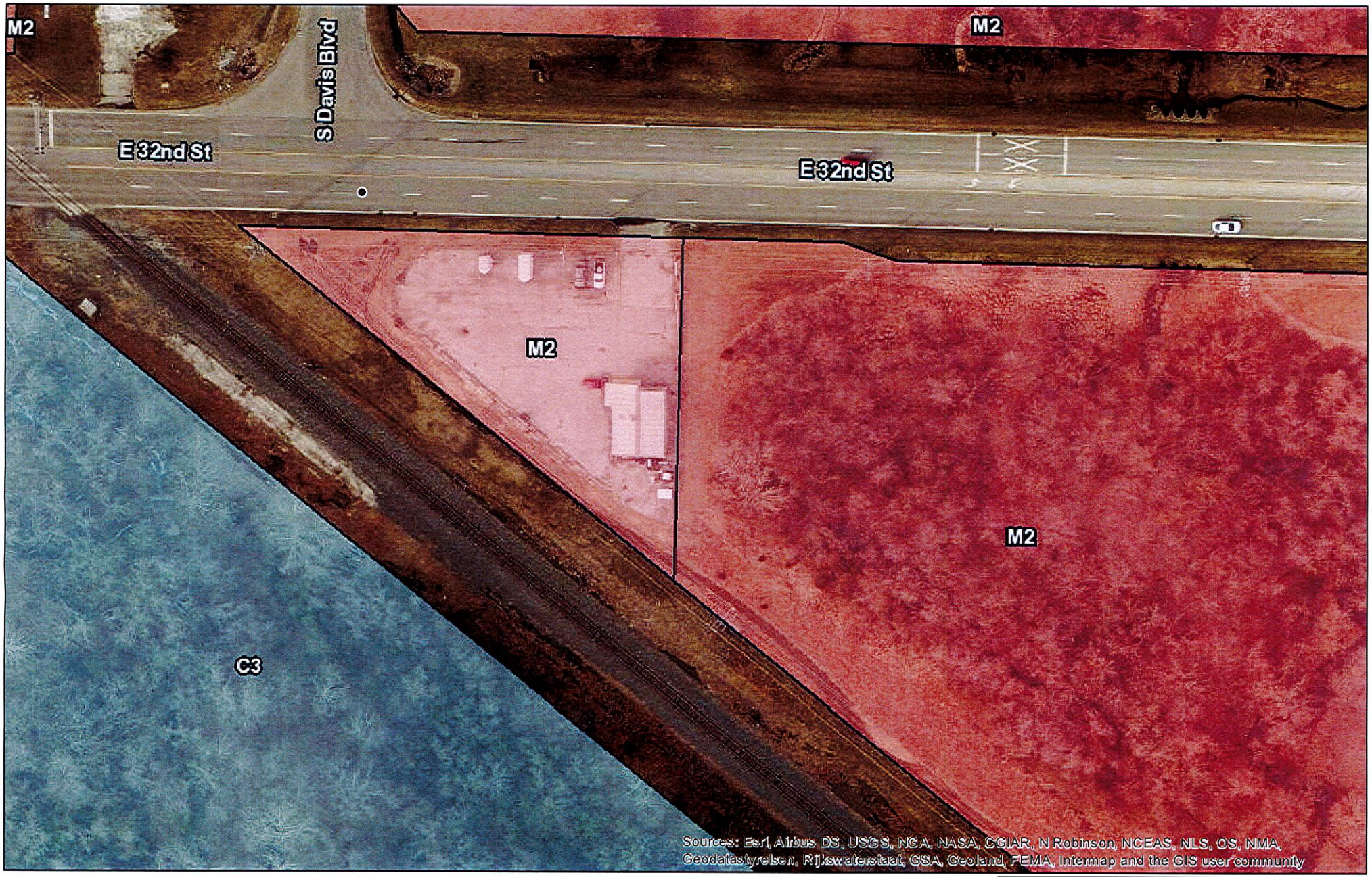
_____

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

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

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

Signature: Brad Lunsford **Date:** 12-12-22



Date: 12/12/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

Zoning

C1	C2	C3PD	M1	M2PD	R2	R3PD
C1PD	C2PD	CO	M1PD	R1	R2PD	R4
	C3	COPD	M2	R1PD	R3	R4PD

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

CORNER
)NCRETE
:NCE POST

CORNER
ONCRETE
ENCE POST

RON PIN
LOT 361

60.00'

60'

N BLUE INK

DESCRIPTION

ALL OF LOTS NUMBERED THREE HUNDRED SEVENTY-FIVE (375) AND THREE HUNDRED SEVENTY-SIX (376) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

RESURVEY

SOURCE DOCUMENTS

BOOK 2617 PAGE 171

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2008000859
11/23/22
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC.
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN AMM	DATE 11/23/2022	LEDFORD CONSTR. LOTS 375 & 376 IN CARTER'S 1ST SUB. TO THE CITY OF JOPLIN, JASPER CO, MISSOURI
APPROVED BAA	DATE 11/23/2022	
SCALE 1"=30'	SHEET B/R	PROJECT # 22516

Case 002-23: Rezoning

1027 & 1029 S. Porter Ave.-A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) to construct single family homes-Travis Ledford.

Travis Ledford, 2811 Moffet Ave., Joplin, Missouri. Mr. Ledford stated he is requesting to build two residential homes.

Ms. Steele asked Mr. Ledford if he had already cleared the property.

Mr. Ledford stated yes.

Mr. Kimble stated he knew the history of the property dated back to warehouses and he asked Mr. Ledford if the soil had been tested.

Mr. Bolander stated that is a requirement of Jasper County before issuing a building permit, but they will check with the County.

Mr. Kimble asked if there were any questions from the Commission on Case 002-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 002-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 002-23.

There were none.

MR. JACKSON MOVED THAT CASE 002-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 002-23 - Rezoning



Rezoning - A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) located at 1027 & 1029 S Porter Ave to construct single family homes – Travis Ledford

0 40 80 160 240 320 Feet

P & Z Case 002-23
Travis Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave.

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

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

ALL OF LOTS NUMBERED THREE HUNDRED SEVENTY-FIVE (375) AND THREE HUNDRED SEVENTY-SIX (376) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS.

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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-255 – Street Vacation

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 003-23: Street Vacation – Approximately 161 feet of 24th St. East of S. Golf Link Rd, approximately 161 feet of 23rd St. East of S. Golf Link Rd., and approximately 825 feet of S. Golf Link Rd. South of W. 22nd St. – A request to vacate three streets – City of Joplin

BACKGROUND:
As part of the sale of vacant lots owned by the City of Joplin, the developer is requesting that three streets be vacated for future development. Spire Gas, and Sanitary Sewer has utility interests in the right-of-way. The vacation is for the public right-of-way only, not utilities.

PLANNING & ZONING COMMISSION TESTIMONY:
David Powell, 3805 W. 26th, Joplin, Missouri. Mr. Powell stated he had already purchased all the residential properties affected by the vacation of these properties and cleared these properties as well.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-255
Planning & Zoning Commission recommends approval for Case 003-23 (5 in Favor, 0 Opposed, 2 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 003-23 A request to vacate 3 streets

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION Approximately 161 feet of 24th St East of S Golf Link Rd, Approximately 161 feet of 23rd St East of S Golf Link Rd, and Approximately 825 feet of S Golf Link Rd South of W 22nd St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
24th St	Approximately 161’
23rd St	Approximately 161’
S Golf Link Rd	Approximately 825’

REASON FOR VACATION

As part of the sale of vacant lots owned by the City of Joplin, the developer is requesting that three streets be vacated for future development.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Spire Gas, and Sanitary Sewer has utility interests in the right-of-way. The vacation is for the public right-of-way only, not utilities.

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

Sanitary Sewer has planned interest.

DISCUSSION

This vacation is sought to develop the empty lots. Any proposed building would not be permitted to be built on the vacated streets. While streets would be vacated, utility easements will remain.

Staff recommends approval of Case 003-23.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.. 003-23
Filing Fee: $550.00
Received: 10/14/22
Date Advertised:
Proj. No.:
Public Hearing Date: 1/9/23

Applicant: City of Joplin Phone No.: 417-624-0820
Address: 602 S Main St Email: TBolander@joplinmo.org
Owner: City of Joplin Phone No.: same as
Address: 602 S Main St Email: same as
Location of Street or Easement: Golf Links Rd from Lot 15 North to the Railroad Tracks, 24th St from Golf Links Rd E one lot, 23rd St from Golf Links Rd East 2
Type of Vacation: (Street) Easement Alley Plat

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 2/14/22

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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

Located at: _____

For the following purpose: _____

For Utility Use:

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

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

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

Landon Dobbs — Authorized Representative

12-15-2022 — Date

Liberty Connect/ Liberty Fiber - EDI
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 074-22
Applicant: City of Joplin
Phone: _____
Email: _____

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

Located at: _____

For the following purpose: _____

For Utility Use:

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

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

   _____

   ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☑ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☑ Other: Reserve for future city easements for the location and maintenance of sanitary sewer rights and storm sewer rights of way in, on, or across any vacated portion of the referenced r.o.w.

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

Chris Parker, Civil Engineer 2 — 12/21/22
Authorized Representative — Date

City of Joplin Sanitary Sewers
Name of Utility



Date: 12/14/2022

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

Railroad

- Railroad
- Joplin City Limits

Addresses

- Jasper Parcels
- Newton Parcels

Joplin Streets

- Red: Band_1
- Green: Band_2
- Blue: Band_3

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Case 003-23: Request to Vacate

Approximately 161 feet of 24th St. East of S. Golf Link Rd., approximately 161 feet of 23rd St. East of S. Golf Link Rd., and approximately 825 feet of S. Golf Link Rd. South of W. 22nd St.-A request to vacate three streets-City of Joplin.

Mr. Tyler Bellairs stated the City is requesting a street vacation and sell the property to Mr. David Powell. The sale would not include utility easements. The utility easements maintain rights to this property.

Mr. Kimble asked if there were any questions from the Commission on Case 003-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 003-23.

David Powell, 3805 W. 26th, Joplin, Missouri. Mr. Powell stated he had already purchased all the residential properties affected by the vacation of these properties and cleared these properties as well.

Mr. Kimble asked if anyone else wished to speak in favor of Case 003-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 003-23.

There were none.

MS. STEELE MOVED THAT CASE 003-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 003-23 - Street Vacation



Street Vacation – A request to vacate three streets, Approximately 161 feet of 24th St East of S Golf Link Rd, Approximately 161 feet of 23rd St East of S Golf Link Rd, and Approximately 825 feet of S Golf Link Rd South of W 22nd St – City of Joplin

0 70 140 280 420 560 Feet

P & Z Case 003-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-255 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri.

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

Section 1. To vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri described as follows:

> TRACT 1: All that part of the 25' public right-of-way now known as S Golf Link Road from the southwesterly prolongation of the north line of Lot 1 to the westerly prolongation of the south line of Lot 15, all lying in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. TRACT 2: All that part of W 23rd ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 4 and 5 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. TRACT 3: All that part of W 24th ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 12 and 13 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-256 – Rezoning

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 004-23: Street Vacation – 3504 W. 24th St. – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) for future town house development – City of Joplin

BACKGROUND:
This request is consistent with the Comprehensive Plan. The property is shown as Low-Density Residential on the Future Land Use Map. The developer has expressed interest to develop luxury town homes across from the golf course. Given the presence of the golf course, this is a compatible use.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. McCullough inquired if the playground was to be moved. Mr. Stillman, a minister of the Iron Gates Church, stated they had worked out an agreement to leave the playground. Mr. Powell stated that this will be a good retirement community for people looking to move away from more expensive areas.

PUBLIC COMMENT;
Mr. Stillman spoke in favor, hoping it would bring some of the residents to their church. Mr. Zumwalt, who lives at 2404 Highland Ave., was concerned about the traffic increase and the overall safety of the neighborhood. Mr. Kimble asked about traffic and Mr. Bolander replied that the vacation of S Golf Link Rd would actually limit traffic as it would just be a drive to Mr. Powell's development.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-256
Planning & Zoning Commission recommends approval for Case 004-23 (5 in Favor, 0 Opposed, 2 Absent)

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

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 004-23 A request to rezone from R-1 (Single Family Residential) to R-3 (Apartment House).

LOCATION 3504 W 24th St

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant/Single-Family Homes	Approximately 3.4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-Family Homes	Single-Family Homes/Vacant	Single-Family Homes	Golf Course

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 Golf Link Rd	Local	25'
W 24th St	Local	50'
W 23rd St	Local	50'

UTILITIES

The property is within one hundred feet of an existing sewer line.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is shown as Low-Density Residential on the Future Land Use Map.

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

The developer has expressed interest to develop luxury town homes across from the golf course. Given the presence of the golf course, this is a compatible use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property.

DISCUSSION

This request to rezone to R-3 is consistent with the existing neighborhood.

Staff recommends approval of Case 004-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 004-23
Filing Fee: $550.00
Received: 12/14/22
Date Advertised:
Proj. No.: 23-038
Public Hearing Date: 1/4/23

Applicant: City of Joplin Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Owner: City of Joplin (lots 48-52 & 1-8) Powell Development (lots 9-15) Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Location of Property: Iron Gates Community - Lots 1-15 & 48-52
Present Use of Property: Vacant
Proposed Use of Property: Town Houses
Current Zoning: R-1 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Railroad ROW/Trailer Home	R-1
South	Single Family Homes	R-1
East	Single Family Homes	R-1
West	Vacant	R-1

Character of the Neighborhood: Partially developed Residential (Low to Moderate Density)

Relationship to Existing Zoning Pattern:

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

If yes, explain: The development code is too restrictive for the proposed residential development

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: W. 24th St, W. 23rd St, & S Golf Link Rd

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 50 ft, 50 ft, & 25 ft

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: Tyler Bellamy **Date:** 12/14/22

Recorded in Jasper County, Missouri
Recording Date/Time: **11/08/2021** at **02:41:34 PM**
Book: **2617** Page: **125**
Instr #: **2021020536**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

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

ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

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

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

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

General Warranty Deed (Individual)

This Deed, made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

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

ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

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

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

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

David B. Doyle

STATE OF Missouri }
} ss.
County of Jasper }

On November 8, 2021, before me personally appeared David B. Doyle, a single person to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: 8/15/2022

CAROLYN A. COMER
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14394502
My Commission Expires Aug 15, 2022

READ & APPROVED

_____

_____

Dated_____

General Warranty Deed (Individual)

This Deed, made and entered into on January 31, 2022, by and between **Grantor(s):** Sharon Vehrlene Crosswhite (Transfer on Death Beneficiary Deed recorded in Book 2410 at Page 260, showing Troy A. Crosswhite as Grantee/Beneficiary) and **Grantee(s):** Powell Land Development LLC. **Mailing Address of the Grantee(s):** _____, _____

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

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

**Grantor herein states the date of death for Roger A. Crosswhite was _____, and that his marriage to Sharon Vehrlene Crosswhite, a/k/a Sharon V. Crosswhite was subsisting and undissolved at the time of his death.

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

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

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

First American Title Insurance Company

2820 Arizona Avenue, Joplin, MO 64804
(417)623-1553 - Fax (877)641-1967

ERRORS AND OMISSION STATEMENT

File No. 1605898
Property Address: 3504 W 24th St
Legal Description:

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

In connection with the Closing of the transaction on the above referenced property, it is hereby agreed and understood by the undersigned that **IF ANY ERRORS HAVE BEEN MADE IN THE COMPUTATION OF THE SETTLEMENT STATEMENT, IN MATHEMATICS OR BY REASON OF OMISSION, SAID ERRORS WILL BE CORRECTED AND ADJUSTED BY THE BUYER(S)/BORROWER(S) AND/OR SELLER(S) AS SOON AS THEY ARE DISCOVERED.**

Buyer(s)/Borrower(s):

Powell Land Development LLC

By:_____
Name: David A. Powell, Manager

Seller(s):

_____
Troy A. Crosswhite

COUNCIL BILL NO. 95-256 **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

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

Section 1. That the City accept the conveyance of certain land from the Village of Iron Gates, Missouri, to the consolidated City of Joplin, Missouri, said land lying, being and situate in the County of Jasper, State of Missouri, being described as follows, to-wit:

"Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property is used for any other purpose, the property shall revert back to the grantor, Iron Gates Christian Church Corporation.

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. Subject to Easements and Reservations of Record, if any."

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and

FORM NO. 16—CLASS E DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

Quit-Claim Deed

This Indenture, *Made on the* 17th *day of* June *A. D., One Thousand Nine Hundred and* Sixty-four *by and between*

Hugh R. Watson and Mae Watson, husband and wife

of the County of Jasper *, State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

of the County of Jasper *, State of* Missouri *part* y *of the second part,*

WITNESSETH, that the said part ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

to them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri *, to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

This property to be used as a public playground for the children of Village of Iron Gates, Inc..

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

IN WITNESS WHEREOF, the said part ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

Signed, Sealed and Delivered in Presence of Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ *day of* _____, 19___

before me, _____ *a Notary Public, personally appeared*

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledges that _____ *executed the same as* _____ *free act and deed. And the said* _____ *further declare* _____ *to be single and unmarried.*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ *the day and year last above written.*

_____
Notary Public in and for said County and State.

My term expires _____, 19___

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Missouri }
COUNTY OF Jasper } ss.

On this 26th day of April, 1966

before me, Faye C. Seeger, a Notary Public, personally appeared

Hugh C. Watson and Mae Watson

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Faye C. Seeger
Notary Public in and for said County and State.

My Term expires May 30, 1969

3566

Quit-Claim Deed

FROM

TO

Filed for record this 27th day of May A.D., 1966 at 10 o'clock, 55 minutes, A. M.

Recorded in Book _____ at Page _____

Virginia D. Andrews Recorder.

By _____ Deputy.

Recorder's Fee, $1.50

1072
586-587

STATE OF Missouri }
COUNTY OF Jasper } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of said County, do hereby certify that the within instrument of writing was, at 10 o'clock and 55 minutes A. M., on the 27th day of May A. D., 19 66, duly filed for record in my office, and is recorded in the records of this office, in book 1072 at pages 586-587

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage Missouri this 1st day of June A. D., 19 66.

Virginia D. Andrews RECORDER
By Evelyn Nelson, Deputy

[illegible])
)ss
[illegible])

A F F I D A V I T

Comes now Louis McDonald who, being of lawful age and upon his oath states that he is the owner of property north of Iron Gates Village and the subject of the petition for the extention of the boundaries of the Village of Iron Gates and states that if and when such property is sub-divided for the sale of lots that he personally will finance the opening, grading, and gravelling of streets in said development all to the cost of himself and not at the cost of the Village of Iron Gates.

Louis McDonald

Subscribed and sworn to before me this 14th day of November, 1958.

Rebecca McCune
Notary Public

My commission expires: July 31, 1960.

FORM NO. 16-CLASS E DEMAREE STATIONERY CO., !U8 Walnut, Kansas City, Mo.

Quit - Claim Deed

U. 1L 3nbrn#nrr, Made on the 17th day of June A. D., One
Thousand Nine Hundred and Sixty-four by and between
Hugh R. Watson and Mae
Wat'son,, husband and wife
of the County of Jasper , State of Missouri part i e s of the first part, and
Village of Iron Gat,e,s,, Incorporated, Joplin, Missouri
of the County of Jasper , State of Ni.s.sourz part y of the second part,
WITNESSETH, that the said part .is e s of the first part, in consideration of the sum o f
Three-hundred sixty dollars and fifty cents
DOLLARS,
to them paid by the said part y of the second part (the receipt of which is hereby acknowledged)
do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part y
of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the
County of s asper and State of Missouri , to-wit: All of Lots
numbered Five (5), Six ;(6;), Seven (7) and Eitht (8) in U. O. Witm.er4 s
Sub-Division of Highland Park in Section 17, Township 27, Hange 33,,
in Jasper County, Missouri..
This property to be used as a public playground for the ohildrenof
Village of Iron Gates., Inc.,.
TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurte-
nances thereto belonging, unto the said party of the second part and unto its heirs and
assigns forever; so that neither the said parties o f the first part nor their heirs nor any other
person or persons, for them or in their name or behalf, shall or will hereinafter
claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of
them shall, by these presents, be excluded and forever barred.
IN WITNESS WHEREOF, the said part ie s of the first part have
hand s and seal s the day and year above written.
hereunto set
,their
al)
Signed, Sealed and Delivered in Presence of~ (Seal)
(Seal)
(Seal)

MISSOURI ACKNOWLEDGMENT-UNMARRIED PERSON
STATE OF
COUNTY OF--
before me,
ea.
On this. -day of_ 19
-.-A Notary Public, personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledges that- -
executed the same as free act and deed. And the said-_____.-.__r further declare _ _.-to be single and unmarried.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seat at my
office in ._ the day and year last above written.
My term expires_ - 19 Notary Public in and for said County and State.
MISSOURI ACKNOWLEDGMENT-MAN AND WIFE
IN TESTIMONY_THEREO I.
office in_
STATE OF Missouri
COUNTY OF Jas ID P_'
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Q.
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IN THE RECORDER'S OFFICE
It.
1, Virginia D . Andrews Recorder of said County, do hereby certify that the within
instrument 9f6writing was, at o'clock an nutea_ A - _.M., on the 27th day of Mt 51
A. D., 19__ 6 duly filed for record in my office, and is recorded in the records of this office, in book 107- at pa 587
, e, M' ourj
IN WITNESS WHEREOF, I have hereunto act my hand and affixed my official seal at ' rthA 9
this 1st day of.
me known to be the persons described in and who
k same as their free act and deed.
s~lal_ A- D., 19_x.
and
executed the foregoing instrument, and acknowledged that they
have hereunto set my band and affixed my official seal at my
s,-- K" 'l-L the day and year last above written.
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FORM NO. 16—CLASS E DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

Quit-Claim Deed

This Indenture, *Made on the* 17th *day of* June *A. D., One Thousand Nine Hundred and* Sixty-four *by and between*

Hugh R. Watson and Mae Watson, husband and wife

of the County of Jasper , *State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

of the County of Jasper , *State of* Missouri *part* y *of the second part,*

WITNESSETH, that the said part ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

to them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri , *to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

~~This property to be used as a public playground for the children of Village of Iron Gates, Inc.~~

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

IN WITNESS WHEREOF, the said part ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

Signed, Sealed and Delivered in Presence of Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

COUNCIL BILL NO. 95-256 **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

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"Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. ~~This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property is used for any other purpose, the property shall revert back to the grantor, Iron Gates Christian Church Corporation.~~

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. ~~Subject to Easements and Reservations of Record, if any.~~"

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and

Case 004-23: Rezoning

3504 W. 24th St.-A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) for future town house development-City of Joplin.

Mr. Bellairs, City of Joplin, the request to rezone for R-1 to R-3 to build market rate town homes on the property. He stated that in order to construct these homes and comply with zoning the property will need to be rezoned to R-3.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

Mr. McCullough asked if the development of the property will affect the playground at all.

Mr. Bolander stated actually no. They have agreed to keep the playground open for the residents of the Iron Gates Community. Some of the equipment may be moved but the park will remain.

Mr. Kimble asked what kind of access would be available for the residents of Iron Gates pertaining to where the park will end up on the property.

Mr. Bolander stated basically the same right of ways that are used right now. He stated we are just vacating everything up near the Country Club. But they will still be able to provide access from the streets that are not being vacated.

Mr. McCullough asked if the playground is maintained by the City or the church.

Mr. Bolander stated the new property owner will maintain the park. He stated that was part of the agreement.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 004-23.

Mr. Charles Stillman, 1524 S. Minnesota Ave., Joplin, Missouri. Mr. Stillman stated he is the minister of the Iron Gates Christian Church. He stated they worked out an agreement with Mr. Powell to leave the playground there. He stated that from their

prospective they are hoping that if the project is built that some of the people will elect to cross the street to come to their church. He stated there is only seventeen members and they are all in their eighties, so they desperately need more people. He stated they are in favor of anything that is going to bring in more people to this area.

Mr. David Powell, 3805 W. 26th St., Joplin, Missouri. Mr. Powell stated what first gave him the idea to do this was some casual discussion with some in City government who stated there is an unexpected demand for retirement age people who want to move into a luxury level condominium where there is no maintenance. So, that is what got the wheels turning. So, we polled lots of people who are 100% in favor of this. He stated they think there is a strong demand for people not only in Joplin who want to downsize but other people who are moving here from California and other places who are looking for a retirement destination. He stated that is the idea behind the project. He stated they were calling them luxury condominiums. Most of them are one story but there has been some interest expressed in two story so there may be up to four units that are two story and twelve one story.

Ms. Steele asked how many square feet in each of the units.

Mr. Powell stated 1200-1700 square feet.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 004-23.

Jason Zumwalt, 2404 W. Highland Ave., Joplin stated he came to present a Petition of Protest mainly just for the safety aspect of the neighborhood. He stated Iron Gates is a very small streeted neighborhood specifically speaking on Golf Links Rd. He stated this weekend alone he witnessed cars trying to diverse north to south on Golf Link Rd. getting stuck behind someone walking. He stated that if this approved, they should definitely ensure this is a wide enough area to accommodate a plethora of new traffic. He stated that as a resident living on the corners of 24th and Highland he is concerned about the closure of the last little bit of his property will either turn into an entrance which will definitely pump a ton of volume of traffic through there. But mostly he would like to ensure that school age children can still get on the bus and get back and

forth to that park especially if Golf Link Rd is closed. He has noticed that most of the traffic that does go through the park at this time does use Golf Link not West Highland. He stated it is available, it is accessible, but it is a pretty run-down street. He stated there would definitely need to have concession from the Builder.

Mr. Kimble asked if there were any questions from the Commission on Case 004-23.

There were none.

Mr. Kimble stated he had a question for the City on Case 004-23. Mr. Kimble asked with the expected increased traffic out there does the City expect to do anything with the road width.

Mr. Bolander stated they thought the vacation of Golf Link Rd. was actually a good thing because it limits traffic at least to that area along there. Mr. Bolander stated you are correct it is insufficient width. He stated it is typically up to the developer to put in new streets or improve streets if they need widened. He stated they did not think in this case they needed it since Golf Link Rd. is going to be vacated. Mr. Powell is going to own it and maintain it. Basically, it will just be a drive into his development.

Mr. Kimble asked if there were any other questions on Case 004-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 004-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 004-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 004-23 - Rezoning



Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Apartment House) located at 3504 W 24th St for future town house development – City of Joplin

0 90 180 360 540 720 Feet

P & Z Case 004-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St.

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

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

TRACT 1: ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 2:** ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 3:** ALL OF LOTS NUMBERED FIVE (5), SIX (6), SEVEN (7) AND EITHT (8) IN D. O. WITMER'S SUB-DIVISION OF HIGHLAND PARK IN SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI. **TRACT 4:** LOTS FORTY-EIGHT (48) TO FIFTY-TWO (52) INCLUSIVE IN D.O. WITMER'S SUBDIVISION TO IRON GATES. **TRACT 5:** ALL OF LOTS NUMBERED ONE (1), TWO (2), THREE (3), AND FOUR (4), LYING SOUTH OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY IN D.O. WITMER'S SUBDIVISION OF LOTS 1-55 INCLUSIVE, EXCEPT LOTS 16 AND 30 IN HIGHLAND PARK ADDITION, IN THE VILLAGE OF IRON GATES, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. **TRACT 6:** All that part of the 25' public right-of-way now known as S Golf Link Road from the southwesterly prolongation of the north line of Lot 1 to the westerly prolongation of the south line of Lot 15, all lying in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. **TRACT 7:** All that part of W 23rd ST from the east line of the 25' public right-of-way now known as S Golf Link Road, thence east 136 feet to the prolongation of the east line of Lots 4 and 5 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. **TRACT 8:** All that part of W 24th ST from the east line of the 25' public right-of-way now known as S Golf

Link Road, thence east 136 feet to the prolongation of the east line of Lots 12 and 13 in D.O. Witmer's Subdivision of Lots 1 to 56 inclusive, except Lots 16 and 30 in Highland Park Addition, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-257 – Voluntary Annexation

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 005-23: Voluntary Annexation – Property located West of S Twin Hills Dr. and South of W. Par Ln. – Request to Voluntarily Annex into the Corporate Limits of the City of Joplin – 4 State Builders

BACKGROUND:
As part of the planned subdivision for Par Lane Phase II, the applicant is requesting to annex this property into the City of Joplin for a residential subdivision development.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kimble inquired as to what the access would be. Mr. Onstot replied that the road would just extend from Par Lane and that they would widen it given that it is narrow. Mr. Rosenberg asked where the sewer would be located.

PUBLIC COMMENT;
Mark Lane, 2230 Fairway Dr., stated they had been through all this before with the first phase of this and we have always been concerned about the width of Par Lane. Mr. Lane stated he knew he would widen it but still there is concern about the corner coming right off Twin Hills Dr. The other concern directed toward the City is the lift station located Country Club and 20th Street. He stated he had heard they were at maximum capacity and now they were going to put in another twenty homes in there. He stated he thought that should be considered and reviewed.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-257
Planning & Zoning Commission recommends approval for Case 005-23 (5 in Favor, 0 Opposed, 2 Absent)

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

Z&P Meeting: January 9, 2023
City Council Meeting: February 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 005-23 A request to voluntarily annex property into the City of Joplin

LOCATION Property located West of S Twin Hills Dr. and South of W. Par Ln

APPLICANT 4 State Builders

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant	Approximately 4 acres

DISCUSSION

As part of the planned subdivision for Par Lane Phase II, the applicant is requesting to annex this property into the City of Joplin for a residential subdivision development.

Staff recommends approval of Case 005-23.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 005-23
Filing Fee: $0.00
Received: 2/16/23
Proj. No.: 23-041

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

Owner Name: 4 State Builders Phone No. (314) 546-1331

Email: blakeonstot@gmail.com

Applicant Name: Blake Onstot Phone No. (314) 546-1331

Email: blakeonstot@gmail.com

Mailing Address: 1200 Brinbrook Dr., Ste. E

Annexation Property Location: Par Lane & Twin Hills Dr.

Present Use of Property: Vacant

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

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Number of future occupiable:

Single-family residences: 8

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Name of water provider, or list 'well': City of Joplin

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

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

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

REQUIRED VOLUNTARY ANNEXATION INFORMATION

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

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

Property Owner Name: 4 State Builders, LLC **Telephone Number:** (314) 546-1331

Property Address: NE 1/4 Sec 18, T27N, R33W (Par Lane & Twin Hills Drive)
4.5 acres Total

1. **Is this property residential property?** X **Yes** _____ **No**
2. **Are there any businesses located on this property?** _____ **Yes** X **No**

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

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

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

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

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

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

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

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

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

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

(Over)

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

If Yes, how many

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

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

If Yes, how many

Single-family house(s)	60 Amount
Duplex(s)	_____ Amount
Tri-plex(s)	_____ Amount
Apartment House(s)	_____ Amount
Apartment Complex(s)	_____ Amount

Are (or Will) the living unit(s) be on a well _____ Yes ___X___ No
If NO, please furnish the name of the water company Missouri American Water Co.

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

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

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

J. Blake Onstot - Partner 4 State Builders

12-16-22

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of December 2022 before me appeared J. BLAKE ONSTOT, to me known to be the partner of 4 State Builders, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said J. BLAKE ONSTOT acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 05-22-26.

Vicky Lynn Copeland
Notary Public

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

Case 005-23: Voluntary Annexation

Property located West of S. Twin Hills Dr. and South of W. Par Ln.-Request to Voluntarily Annex into the Corporate Limits of the City of Joplin-4 State Builders

Blake Onstot, 720 Harley Circle, Carl Junction, Missouri. Mr. Onstot stated they are wanting to take these 4.5 acres and put six lots on it. There is a large retention pond that will go behind it along the railroad tracks that will capture all the water from the properties.

Mr. Kimble stated he assumed that his road would just extend from the existing road.

Mr. Onstot stated correct. One of the issues that we discussed previously on the last sub-division was the fact that Par Lane is relatively narrow now. He stated they are actually going to cut that street and widen it to the south and put in new curb and guttering down the south side of that property to collect water and also run it to the same retention pond.

Mr. Kimble asked if there were any questions from the Commission on Case 005-23.

Mr. Rosenberg asked where the sewer was located on the property.

Mr. Onstot stated the sewer will run just across Par Lane on the north side. There is also a sewer main to the east of it so it will run along the south side of the road on Par Lane.

Mr. Rosenberg asked if the Commission was seeing his plat today.

Mr. Onstot replied yes.

Mr. Kimble asked if there were any additional questions from the Commission on Case 005-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 005-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 005-23.

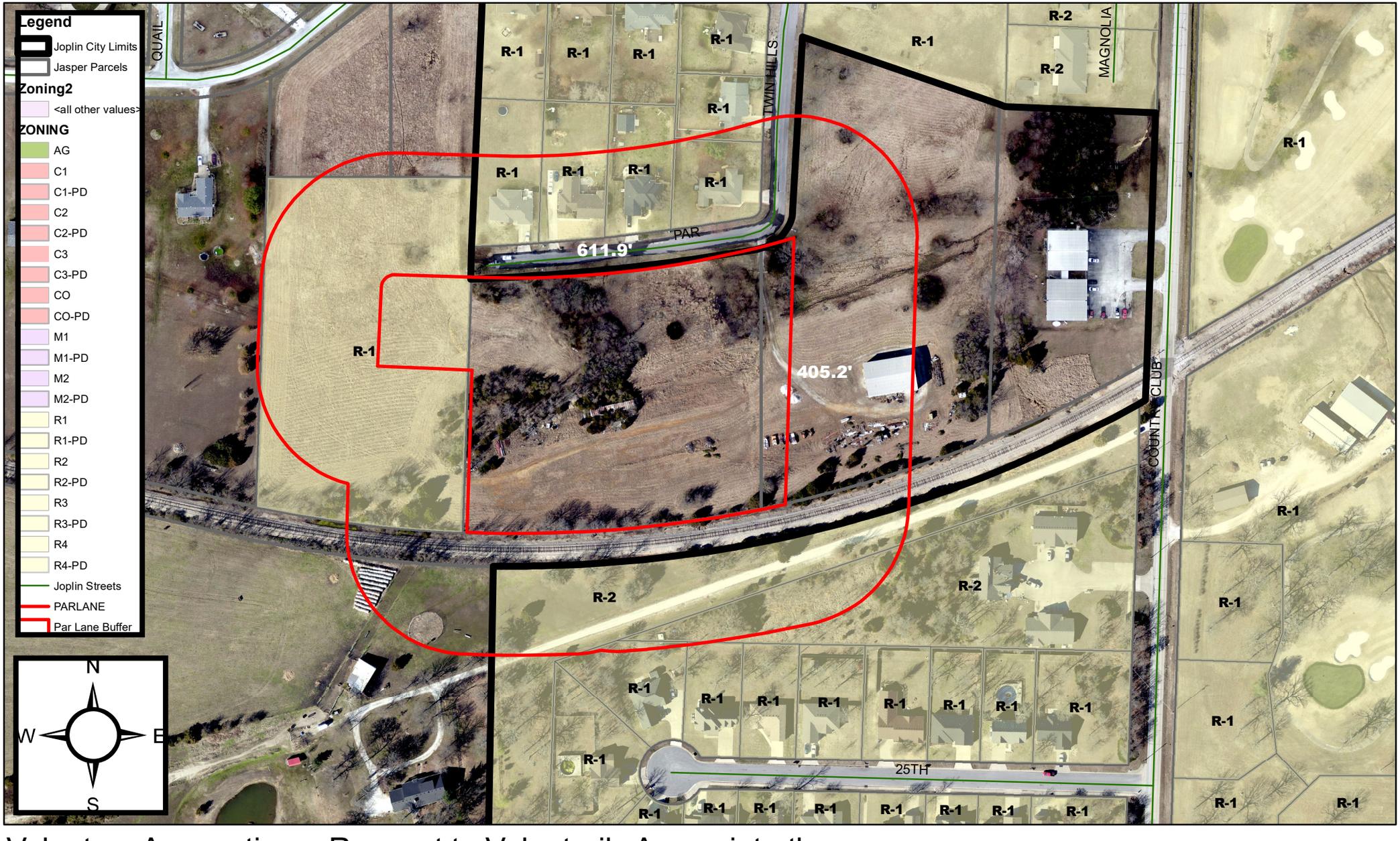
Mark Lane, 2230 Fairway Dr., stated they had been through all this before with the first phase of this and we have always been concerned about the width of Par Lane. Mr. Lane stated he knew he would widen it but still there is concern about the corner coming right off Twin Hills Dr. The other concern directed toward the City is the lift station located Country Club and 20th Street. He stated he had heard they were at maximum capacity and now they were going to put in another twenty homes in there. He stated he thought that should be considered and reviewed.

Mr. Kimble asked if anyone else would like to speak in opposition of Case 005-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 005-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 005-23 - Voluntary Annexation



Voluntary Annexation – Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located West of S Twin Hills Dr and South of W Par Ln – 4 State Builders

0 70 140 280 420 560 Feet

P & Z Case 005-23
4 State Builders
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln.

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

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

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

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

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

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

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

> A PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, AND LOT NUMBER FOURTEEN (14) IN PAR LANE ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13) IN CREST VIEW SUBDIVISION 2ND ADDITION, THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD SOUTH 79 DEGREES, 20 MINUTES, 29 SECONDS EAST 86.56 FEET, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1991.72 FEET AND AN ARC LENGTH OF 247.02 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83

DEGREES, 50 MINUTES, 23 SECONDS EAST 246.86 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER ELEVEN (11) IN PAR LANE ADDITION SAID POINT BEING THE PINT OF BEGINNING, THENCE NORTH 01 DEGREES, 46 MINUTES, 04 SECONDS EAST ALONG THE EAST LINE OF PAR LANE ADDITION 246.42 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER (14) IN PAR LANE ADDITION, THENCE NORTH 87 DEGREES, 24 MINUTES, 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT FOURTEEN (14) 143.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14) , THENCE NORTH 02 DEGREES, 35 MINUTES, 06 SECONDS EAST 119.52 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES, 09 MINUTES, 20 SECONDS EAST 29.07 FEET, THENCE SOUTH 88 DEGREES, 23 MINUTES, 31 SECONDS EAST 121.87 FEET TO THE NORTHEAST CORNER OF SAID LOT NUMBER (14), THENCE ALONG THE SOUTH LINE OF PAR LANE ALONGA A CURVE TO THE LEFT HAVING A RADIUS OF 1493.80 FEET AND A N ARC LENGTH OF 490.23 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES, 58 MINUTES, 27 SECONDS EAST 488.03 FEET, THENCE SOUTH 01 DEGREES, 49 MINUTES, 29 SECONDS WEST 405.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1880.05 FEET AND AN ARC LENGTH OF 486.66 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES, 58 MINUTES, 11 SECONDS WEST 485.30 FEET TO THE POINT OF BEGINNING CIONTAINING 4.81 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JANUARY 17, 2023
MEETING MINUTES

CALL TO ORDER

The January 17, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mayor Doug Lawson

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Joplin Area Chamber of Commerce Quarterly Update

Travis Stephens, President & CEO, Joplin Area Chamber of Commerce and Amy Kauffman, Director of Workforce and Business Expansion from MOKAN Partnership presented.

Joplin Sports Authority Quarterly Update

Jared Bruggerman, Director of JSA presented.

Facility Assessment Update

Chad Greer, Kwame Smith, and Kelly Edinger Stindt from SFS Architecture presented.

Sesquicentennial Events Update

Patrick Tuttle, Director of Convention and Visitors Bureau presented.

Sales and Use Tax Update

Leslie Haase, Finance Director presented.

FINALIZATION OF CONSENT AGENDA

A ten-minute break was taken at 8 PM.

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation invites all dads and their daughters to their 23rd annual Daddy Daughter Date Night event. It is being held on Friday, February 24 and Saturday, February 25. Dads are welcome to treat their favorite gal or gals to this year's fiesta-themed event including dinner, dessert, dancing, digital photo download, the popular egg toss game, and prizes. Although the event is traditionally for fathers and daughters, another parent/adult chaperone is welcome to accompany the child.

This is a limited seating event and pre-registration is required. Friday will feature one session from 6:30 to 9 p.m. and Saturday will feature 2 sessions, one from 12noon to 2:30 p.m. and another from 5:30 to 8 p.m. Tickets are $40 per couple, $20 for each additional daughter, and registration is available online at www.joplinparks.org, at the Joplin Parks and Recreation office, or by calling 417-625-4750. Tickets are valid for the session purchased.

Now's the time for those interested in playing in Joplin Parks and Recreation's Softball Leagues to pull their teams together. There is a men's league and a coed league. All games will be played at the Joplin Athletic Complex. Teams will play 9 games guaranteed, and will receive 4 softballs with registration. Players must be 18 years of age or older.

Cost is $300 per team and the registration deadline is March 13 or until leagues are full, whichever comes first. Teams can register online at joplinparks.org, by calling 417-625-4750. Parks and Rec have many other great opportunities for both children and adults coming up this Spring. Be sure to check their Facebook page or the website at Joplinparks.org.

Citizens still have time to participate in a survey about City services. This survey gives Joplin residents the chance to provide meaningful feedback across all departments and divisions focusing on City services an operations utilizing currently available resources.

The survey was announced the first week in January and it will close at the end of the day on Friday, January 20. The survey can be taken at https://www.surveymonkey.com/r/JoplinCS and also on smartphones by utilizing this QR code.

All responses are anonymous and the tabulated results will be shared upon completion. Printed copies of the survey can also be completed at the Joplin Public Library, 1901 East 20th Street in Joplin. There are also links on our website and on our Facebook page.

To prevent fire hazards and encourage a safe environment, the Joplin Fire Department will soon be visiting Joplin businesses to conduct a routine safety inspection. Inspections are done for every business on an annual basis. They were paused during the pandemic and will restart in mid-January. New software has also been implemented to help with the efficiency of the inspections. Assistant Fire Chief Andy Nimmo said the

department is working to assist businesses by "identifying and mitigating safety hazards that put them, their employees, their customers, and their property at risk. It also provides an opportunity for Fire crews to familiarize themselves with the buildings within the city they serve.

Fire crews will contact businesses to schedule a time with business owners that will minimize any disruptions to the business. The inspections are a requirement of the Insurance Services Office (ISO) which directly impacts everyone's insurance premiums. For questions, business owners can contact the Fire Dept. at 417-623-3131.

For more information or questions about these announcements or other City items, please visit our website or our Facebook page. Thank you.

CITIZEN REQUESTS AND PETITIONS

Brian Evans spoke regarding fiscal responsibility and accountability with taxpayer dollars.

Mary Price spoke regarding communications & fiscal responsibility of City.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the January 3, 2023, City Council Meeting

COUNCIL BILL NO. 2023-250 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at 2310 W. 2nd St, City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-010.**

COUNCIL BILL NO. 2023-251 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-3 (Commercial) property as described below and located at 5850 E. 20th St, City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-011.**

RESOLUTIONS

RESOLUTION NO. 2023-001

Mr. Cortez introduced Resolution No. 2023-001- A RESOLUTION approving a request for the appointment of the slate of Board of Directors for the 510 Rangeline Community Improvement District. Motion by Mr. Cortez, second by Mr. DeTar that Resolution No.

2023-001 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-002

Ms. Spencer introduced Council Bill No. 2023-002 - AN ORDINANCE of the City of Joplin, Missouri, imposing an additional sales tax at a rate of three percent (3%) on all tangible personal property retail sales of adult use marijuana sold within the City pursuant to Article XIV, Section 2.6(5) of the Missouri Constitution, subject to approval by the voters of the City at the General Municipal Election to be held on April 4, 2023; designating the form of ballot; directing the City Clerk to provide notice of said election; and containing an emergency clause. Motion by Ms. Spencer, second by Mr. DeTar that Council Bill No. 2023-002 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-012**.

COUNCIL BILL NO. 2023-104

Mr. Copple introduced Council Bill No. 2023-104 - AN ORDINANCE approving a Purchase Order to Vikings Cives Midwest in the amount of Two Hundred Thirty-Nine Thousand Five Hundred Ninety-Six Dollars and 00 cents ($239,596.00) for the purchase of a 2024 International HV507 SFA Dump Truck with snowplow and salt spreader; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2023-104 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2023-013.**

COUNCIL BILL NO. 2023-501

Mr. Cortez introduced Council Bill No. 2023-501 - AN ORDINANCE approving termination of the North Park Crossing Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and North Park Crossing, L.C., and its successors and assigns; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-501 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2023-014.**

COUNCIL BILL NO. 2023-502

Mr. Cortez introduced Council Bill No. 2023-502 - AN ORDINANCE dissolving the Special Allocation Fund for the North Park Crossing Tax Increment Financing Plan and Redevelopment Projects and terminating the designation of the Redevelopment Area of the North Park Crossing Tax Increment Financing Plan; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-502 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2023-015.**

COUNCIL BILL NO. 2023-600

Mr. Copple introduced Council Bill No. 2023-600 - AN ORDINANCE approving a Purchase Order to be issued to Central Square Technologies to cover the annual support payment for the Time Clock Plus software subscription, implementation, and related systems support as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Council Bill 2022-534 on October 17, 2022; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2023-600 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. The Council Bill was declared adopted and entitled **Ordinance No. 2023-016.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-003

Mr. Copple introduced Council Bill No. 2023-003 - AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Jasper County Commission allowing for the County to join with the City of Joplin on its Broadband Deployment Consultant Services (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-003 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-003.

COUNCIL BILL NO. 2023-601

Mr. Stinnett introduced Council Bill No. 2023-601 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for the purpose of conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed the price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Stinnett, second by Ms. Williams that Council Bill No. 2023-601 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, Spencer, and Williams, 8. Nays: Farnham, 1. The Bill was read as Council Bill No. 2023-601.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

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. Motion by Mr. DeTar, second by Dr. Farnham to adjourn into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 9:38 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-003 – approving an MOU between the City of Joplin and the Jasper County Commission to allow the County to utilize the RFP and selection of A&M as the Broadband Deployment Consultant and work together in the future to evaluate and apply for funding.

MEETING DATE
January 17, 2023

ORIGINATING DEPARTMENT
City Attorney

ATTACHMENTS
2022-RFP-10, Broadband Deployment Consultant Services

REVIEWED BY
City Attorney: Peter Edwards; City Manager: Nicholas Edwards; Director of Planning and Neighborhood Services, Troy Bolander

SUMMARY
This Council Bill approves an MOU between the City of Joplin and the Jasper County Commission to allow the County to utilize the RFP and selection of A&M as the Broadband Deployment Consultant and work together in the future to evaluate and apply for funding.

BACKGROUND
The Jasper County Commission approached the City of Joplin seeking an MOU to allow it to use the RFP for Broadband Deployment Consultant Services that the City bid out in 2022, which would allow them to hire the same consultant, Alvarez & Marsal (A&M). Staff has no issue with this request.

Additionally, the MOU allows for the City and County to make a Joint Application for additional funds in the future, if they feel it is advantageous to apply for and receive additional federal or state funds for broadband. However, there is no obligation to do so. This MOU does not implicate or relate to any existing funds that the City or County have received for broadband deployment.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as "the Effective Date," by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and the County of Jasper, Missouri, a political subdivision of the State of Missouri, hereinafter referred to as "County," and with City and County being referred to collectively as "the Parties."

W I T N E S S4 E T H:

WHEREAS, City issued Request for Proposal 2022-RFP-10: Broadband Deployment Consultant Services, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, City accepted the proposal of Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, and entered into an agreement for consulting services concerning the same, copies of which are attached hereto and incorporated by reference as Exhibits B and C; and

WHEREAS, County also generally desires to engage a consultant for broadband deployment consultant services and specifically wishes to hire Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, on the same terms and conditions as City; and

WHEREAS, the Parties believe that a cooperative memorandum of understanding and agreement regarding broadband deployment consultant services would benefit both Parties.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Mutual Responsibilities. The Parties mutually acknowledge and agree as follows:

A. City agrees to allow County to utilize the City's 2022-RFP-10: Broadband Deployment Consultant Services RFP, wherein the City selected Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company as its consultant.

B. Specifically, City agrees to allow County to use its broadband deployment data and analysis.

C. The Parties agree that they shall independently develop their respective scopes of work concerning their broadband deployment needs; however, they shall make a good faith effort to collaborate in areas where it would benefit both parties' taxpayers, such as the borders of City's corporate limits.

"A"

D. The Parties may agree to submit joint applications for funding, whether from ARPA funds or any other source; however, they shall not be obligated to submit any such application. Any such funds shall be used in a manner that would proportionally benefit both parties' taxpayers.

E. The Parties may agree to jointly negotiate with broadband providers and others; however, they shall not be obligated to engage in any such negotiations.

F. The Parties agree that any ARPA funds that they have or will receive shall continue to be separate and this Agreement does not obligate any such funds.

G. Absent an explicit agreement to cooperate on a specific item, each party shall be solely responsible for paying for its costs.

H. This Agreement shall not create a financial obligation of any kind whatsoever on the part of either party.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

4. Compliance with laws. The Parties shall observe and comply with all Federal, State, and local laws and ordinances.

5. Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

6. 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.

7. 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.

8. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and The County at the addresses as follows:

City of Joplin, Missouri
Attn: City Manager
602 S. Main St.
Joplin, MO 64801

County of Jasper, Missouri
Attn: Presiding Commissioner
302 S. Main St., Room 101
Carthage, MO 64836

9. 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.

10. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

11. Termination. Either party may terminate this Agreement, without cause, on thirty (30) days' written notice to the other party.

12. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	COUNTY OF JASPER, MISSOURI
_____	_____
Nicholas Edwards, City Manager	John Bartosh, Presiding Commissioner
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	Charlie Davis, County Clerk

REQUEST FOR PROPOSALS

BROADBAND DEPLOYMENT CONSULTANT SERVICES

Submission Due No Later Than 5:00 PM, May 2, 2022

City of Joplin
Planning, Development and Neighborhood Services Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1570 (VOICE)
(417) 625-47

Rev. 3/31/2022

REQUEST FOR PROPOSALS

Written proposals subject to the conditions herein stated and attached hereto, will be received at 602 S. Main, Joplin, MO 64801, ATTN: Troy Bolander, until Monday, May 2, 2022, by 5 p.m. Central time for providing the services as described below for the City of Joplin.

DESCRIPTION

The City of Joplin is soliciting proposals from qualified firms with expertise in the areas of stakeholder engagement, telecommunications and information technology, Smart Cities strategic planning project and implementation, federal/state funds management and economic modeling to develop a Fiber Deployment Plan to guide the design, construction, implementation, maintenance, management, regulation, funding of a fiber network backbone, as well as negotiating with ISP providers for access and any other Smart City related technologies in accordance with this Request for Proposal. The City intends to award a Consulting Service Agreement for such efforts. The City is hereby requesting written proposals to provide administration of broadband (fiber) deployment and Smarter Joplin initiatives. The City is requesting professional services to assist in the planning, development, operation and execution of Smarter Joplin broadband and other projects. This shall include technology development and deployment of broadband as a connectivity solution for Joplin, including data analysis, strategic development and planning that focus on resilience, access, affordability and transparency.

The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by The City may be included elsewhere in this solicitation.

Bidding firms must have a thorough understanding of broadband deployment and federal and state funding opportunities, application processes and any cross-cutting regulations required for the use of said funds.

BACKGROUND

Joplin experienced a devastating E5 tornado in 2011. With the benefit of federal and state disaster recovery funds, the City developed a Capital Plan to address specific recovery projects. An outcrop of those efforts pointed to a need for a resiliency plan for future events. In 2019 the Smarter Joplin Roadmap was developed with considerable stakeholder involvement. Connectivity issues rose to the top regarding access, dependability, speed and affordability. The COVID pandemic hit, and the issues identified in 2019 came to the forefront as the ability to communicate virtually was limited and often inadequate, including educating remotely, providing telehealth, ability to work from home, and conducting business. In 2021, a Broadband Gap Analysis was commissioned and limitations in broadband were specifically identified and solutions offered. Both documents are available on the City of Joplin's website at https://www.joplinmo.org/1124/Smarter-Joplin. These documents will serve as references in developing a Fiber Deployment Plan.

FORMAT FOR STATEMENT OF QUALIFICATIONS

General Instructions

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of various funding sources and associated program objectives.

Responses shall be a maximum of forty (40) printed pages. No 3-ring binders please. The cover, table of contents, divider sheets, resumes and submission form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expenses.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer

fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The knowledge, ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
D. The quality of performance of previous contracts or services.
E. Overall costs of provided services.

A selection committee made up of qualified City staff shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Final authority of the selection ultimately lies with the Joplin City Council and is subject to not being in agreement with the recommendation from the selection committee.

Factors to be considered are as follows:

A. **Company Profile: (10 Points)** Scoring will emphasize management, organization, availability of key staff, skill, financial and other necessary resources to perform the work or provide the services required.

Respondents must provide a listing of the personnel who would be assigned to this project, including an explanation of the project team's organizational structure and each person's area of responsibility. CV's or resumes for each professional assigned to this project are also required. Please include an organizational chart of the local team and any associated decision-makers' part of any review or approval process within your firm.

B. **Commencement: (10 Points)** Scoring will emphasize ability to commence services promptly or within the time specified, without delay or interference.

A timeline is required to be provided by the respondent.

C. **Experience: (20 Points)** Scoring will emphasize direct experience and success with the items listed in the proposal as well as character, integrity, reputation, judgment, and efficiency of the Proposer.

Respondent must provide three (3) examples of experience relative to development and execution of a Fiber Deployment Plan including the name, address, and telephone number of a client contact for each project. Examples proving the ability to coordinate multiple projects within administration team should be included and will be considered in the scoring. Scoring will also emphasize experience which includes securing private, local, state and federal sources with knowledge of requirements of each source, and the firm's results of past governmental review and monitoring and/or direct team experience.

D. **Approach Strategy: (20 Points)** Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City government. Services requested are found in the "Specification for Services Requested" section of this RFP. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

   Additionally, please explain the local presence that your firm will have in the community and assigned staff frequency in situ. It will be paramount to have firm expertise available for staff.

E. **References: (10 Points)** Scoring will emphasize quality of references and the quality of performance of previous contracts or services.

F. **Price: (30 Points)** Proposers shall provide hourly information by title/function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
			Grant Total	**$**

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

SPECIFICATIONS OF SERVICES REQUESTED:

A. **General Statement:**

   The City of Joplin requests proposals for professional telecommunications and information technology services to assist with the development of a Fiber Deployment Plan, access potential funding sources, negotiate with potential carriers and ISPs and other services related to the deployment of broadband.

B. **Specific Specifications: The City requests the following services to be provided:**
   - The ability to collaborate with City leadership and its partners.

- Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.
- Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.
- The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.
- The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of Joplin.
- Validate the selected business model, identifying and vetting of any possible public-private partnership opportunities, as required.
- Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.
- Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.
- Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.
- Development of monitoring plans and execution of said plans.
- Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.
- Manage program operations for all available programs.
- IT oversight and Web Development as required.
- Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.
- Training City Staff on best practices related to broadband deployment.
- Other support and consulting functions as required by the City.

GENERAL INFORMATION AND REQUIREMENTS

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE
Please state whether your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

Clarifications and Interpretations
Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in favor of the respondent. This includes direct contact with the City Council, City Manager and staff of the City of Joplin, the selection committee, board members of the Joplin Chamber, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest
Responses will be accepted no later than the time and location described below:

TIME/DATE: Received by 5:00 PM on Monday, May 2, 2022.
RFPs received after this time and date will not be accepted.

TO: City of Joplin
Attn: Troy Bolander, Director
Planning, Development & Neighborhood Services
602 S Main Street
Joplin, MO 64801

One (1) Original with (5) identical copies of the Response in print and one PDF copy provided on USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the American Rescue Plan Administration and Management.

Point of Contact

The City designates the following person as its representative and Point-of-Contact for this RFP:

Patty Heagel, Assistant Director Planning, Development & Neighborhood Services
Joplin City Hall
602 S Main Street, 4th Floor
Joplin, MO 64801
(417) 624.0820 Ext 1570
pheagel@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Evaluation of Qualifications

The evaluation of the responses shall be based on the requirements described in this RFP. All properly submitted responses will be reviewed, evaluated, and ranked by the City, with input from the committee as noted above. The City will reserve the right to include an interview with the Proposer if the City deems it necessary to aid in the ranking process. If the City requests an interview from a select number of the proposals it is required of those Proposers to meet with the selection team at a time to be specified. The City will contact those Proposers with the top ranked proposals that best meet City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be

required to meet with the selection team at a time to be specified. The proposals will be reviewed in depth with the selection team at that time. The City will contact the proposer that best meets The City's needs and attempt to negotiate an agreement that is acceptable to both parties.

City's Reservation of Rights
The City may evaluate the responses based on the anticipated completion of all or any portion of the project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Award and Disbursement of Funds
The City will negotiate a contract/agreement with the Proposer to assist in prioritizing needs, optimizing funding available and executing proposed activities according to the requirements of the funding streams. The City will fund the proposal through pandemic sources.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government; and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government. Respondents must be registered at SAM.GOV to be eligible.

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
2022-RFP-BROADBAND DEPLOYMENT CONSULTANT SERVICES

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE CITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, and cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this _____day of _____.

BY: _____

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

COUNCIL BILL NO. 2023-003 **ORDINANCE NO.**

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Jasper County Commission allowing for the County to join with the City of Joplin on its Broadband Deployment Consultant Services (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and the Jasper County Commission allowing the County to utilize the City's Broadband Deployment Consultant Services RFP (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC, a true and accurate copy of said Memorandum of Understanding, attached hereto and incorporated herein by as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Memorandum of Understanding, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-108 – authorizing the acceptance of a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services for the Snow Removal Equipment (SRE) Building as a component of the Aircraft Rescue and Fire Fighting (ARFF) Building at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
February 6, 2023

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2023-108 Ordinance; Engineering Design Services Supplemental Agreement

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

SUMMARY
This Council Bill is a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services not to exceed the amount of ninety-five thousand six hundred thirty-eight and 27/100 dollars ($95,638.27) for the SRE Building at the Joplin Regional Airport.

BACKGROUND
On July l5, 2022 Joplin City Council authorized an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. for Engineering Design Services for the ARFF building at the Joplin Regional Airport. The agreement contained a supplement that could be executed at a later date. The supplement authorized the design services for the SRE portion of a joint ARFF/SRE building if additional federal funding became available. Additional funding is now available through the Bipartisan Infrastructure Legislation Act (BIL) of which the design of the SRE portion is eligible. This grant is based on a 95/5 Federal/Local share. The Federal share will be $90,856.36 and the local share will be $4,781.91 for a total project cost of $95,638.27.

FUNDING SOURCE
This Council Bill includes a budget amendment increasing revenue for the grant amount of $90,856.00 and increasing expenses for the total project cost of $95,638.00.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to 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 to allow design services to be completed within funding time limitations.

COUNCIL BILL NO. 2023-108 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of ninety-five thousand six hundred thirty-eight and 27/100 dollars ($95,638.27) for Engineering Design Services for the Snow Removal Equipment (SRE) storage portion of the Aircraft Rescue and Fire Fighting (ARFF) Building at the Joplin Regional Airport; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

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

Section 1. That Supplemental Agreement No. 1 by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services not to exceed the amount of ninety-five thousand six hundred thirty-eight and 27/100 dollars ($95,638.27) for the SRE Building at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is herby 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 fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Ninety Thousand Eight Hundred Fifty-Six Dollars and No Cents ($90,856.00) and by increasing appropriations by the total amount of Ninety-Five Thousand Six Hundred Thirty-Eight Dollars and No Cents ($95,638.00).

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

Section 5. That 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 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 allow design services to be completed within funding time limitations.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-0XX
County: Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for additional Design Services is entered into by the City of Joplin (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 7, 2022, to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum Fee	350,078.08	95,638.27	445,716.35

(D) Estimated costs for the services in Supplemental Agreement No. 1

are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL
				0.0%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Palmerton & Parrish	4168 W. Kearney St. Springfield, MO 65803	Geotechnical Investigation
Wellner Architects	802 Broadway, Suite 400 Kansas City, MO 64105	Architect

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 27 day of JANUARY, 20 23.

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

CONSULTANT

By _____

Title Vice President

SPONSOR

By _____

Title _____

ATTEST:

By Brian Gaskie

Title Associate

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title Vice President

Approved as to Form:

By _____

Title _____

EXHIBIT II - SA1

SCOPE OF SERVICES

for
JLN SRE DESIGN PHASE SERVICE
November 7, 2022

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the professional engineering services enumerated as follows:

This scope of work outlines the professional services that are required for the design/bidding phase services for the development of the SRE component of a joint ARFF/SRE facility at the Joplin Regional Airport (JLN).

The work shall be broken out into the following phases.

1.0 Preliminary Design

This phase shall include the preliminary design for the development of the SRE component of a joint ARFF/SRE facility. This design includes sitework for the selected site, and development of an access road on the airfield. This phase shall include the following specific scope elements:

- Geotechnical investigation for the selected site.
- Preliminary civil site design.
- Prelminary utility site design
- Site visit to view existing conditions (1 meeting)
- Develop preliminary site plan for selected site
- Develop preliminary floor plan for selected site
- Coordinate with structural/MEP/FP/IT engineers
- Review preliminary dwgs and engineering system alternatives with JLN (1 meeting)
- Select preliminary materials and finishes
- Determine furniture to be included in bid
- Develop preliminary drawings
- Develop preliminary building 3d image
- Engineering narratives for MEP/FP/IT systems
- Outline Specifications noted on drawings
- Review preliminary design with JLN (1 meeting, on-line)
- Prepare preliminary design deliverable for cost estimating
- Cost Estimate

- Review estimate with JLN (1 meeting)

2.0 Construction Documents and Permitting

This phase shall include the development of construction documents and permitting for the SRE component of a joint ARFF/SRE facility. This design includes sitework for the selected site, and development of an access road on the airfield. This phase shall include the following specific scope elements:

- Final drawings (architectural, civil, structural, MEP/FP/Comm)
- Development of a Construction Phasing and Safety Plan
- Final material and finish selections (1 meeting)
- Specify furniture included in bid, prepare specs 91 meeting)
- Technical Specification manual
- Final Code Review and permitting process
- Identify alternates, if needed
- Coordinate Division 0 bid documents with JLN/Joplin
- Provide Division 1 specifications coordinated with JLN/Joplin general and special conditions
- Coordination with engineers
- Final Cost Estimate
- Review documents and estimate with JLN (1 meeting)
- Submit for permit, respond to comments, update bid documents

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

`

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

SRE DESIGN PHASE SERVICES

SUMMARY OF COSTS

November 7, 2022

	Fee	Hours
Phase 1: Preliminary Design	$52,681.84	78
Phase 2: Construction Documents	$42,956.43	52
Total	**$95,638.27**	**130**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PHASE 1: PRELIMINARY DESIGN

November 7, 2022

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$90.72	$0.00
Senior Project Engineer	6	73.55	$441.30
Project Manager	0	56.92	$0.00
Senior Engineer	36	42.58	$1,532.88
Engineer	36	32.97	$1,186.92
Senior Planner	0	43.26	$0.00
Planner	0	32.99	$0.00
Registered Land Surveyor	0	44.13	$0.00
Senior Technician	0	40.88	$0.00
Technician	0	34.84	$0.00
Clerk/Secretary	0	28.18	$0.00
	78		

Total Direct Salary Costs = $3,161.10

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 166.84 % = $5,273.98

3 SUBTOTAL:

Items 1 and 2 = $8,435.08

4 PROFIT:

15 % of Item 3 Subtotal = $1,265.26

Subtotal $9,700.34

5 OUT-OF-POCKET EXPENSES:

a. Mileage	300	Miles @	$0.59	/ Mile =	$175.50
b. Meals	0	Days @	$45.00	/ Day =	$0.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $175.50

6 SUBCONTRACT COSTS:

a. Wellner Architects = $36,506.00
b. Geotechnical Investigation (PP) = $6,300.00

= $42,806.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $52,681.84 Lump Sum

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PHASE 2: CONSTRUCTION DOCUMENTS AND PERMITTING

November 7, 2022

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$90.72	$0.00
Senior Project Engineer	6	73.55	$441.30
Project Manager	0	56.92	$0.00
Senior Engineer	26	42.58	$1,107.08
Engineer	20	32.97	$659.40
Senior Planner	0	43.26	$0.00
Planner	0	32.99	$0.00
Registered Land Surveyor	0	44.13	$0.00
Senior Technician	0	40.88	$0.00
Technician	0	34.84	$0.00
Clerk/Secretary	0	28.18	$0.00
	52		

Total Direct Salary Costs = $2,207.78

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 166.84 % = $3,683.46

3 SUBTOTAL:

Items 1 and 2 = $5,891.24

4 PROFIT:

15 % of Item 3 Subtotal = $883.69

Subtotal $6,774.93

5 OUT-OF-POCKET EXPENSES:

a. Mileage	300	Miles @	$0.59	/ Mile =	$175.50
b. Meals	0	Days @	$45.00	/ Day =	$0.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $175.50

6 SUBCONTRACT COSTS:

a. Wellner Architects = $36,006.00
b. = $0.00

= $36,006.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $42,956.43 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
SRE DESIGN PHASE SERVICES

November 7, 2022

Classification: Gross Hourly Rate:		Principal $278.39	Senior Project Engineer $225.70	Project Manager $174.67	Senior Engineer $130.66	Engineer $101.17	Senior Planner $132.75	Planner $101.24	Registered Land Surveyor $135.42	Senior Technician $125.45	Technician $106.91	Clerk/ Secretary $86.47	Other Costs
A. DESIGN SERVICES													
1. Preliminary Design													
Preliminary Civil Site Design			2		8	8							
Preliminary utility design					8	8							
review preliminary design with airport					2	2							
Develop preliminary drawings			2		8	8							
Prepare specifications list					2								
Review Prelinary design with JLN			2		2								
Prepare preliminary design deliverable					4	8							
Prepare preliminary cost estimate					2	2							
Total hours =	78	0	6	0	36	36	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$52,681.84	$0.00	$1,354.20	$0.00	$4,703.89	$3,642.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,981.50
2. Construction Documents													
Final civil drawing development			2		8	8							
Develop Construction Safety and Phasing Plan					4	4							
Develop Technical Specifcations			2		4	4							
Develop front end documents					4								
Final Cost Estimate					2	4							
Review with Airport			2		2								
Submit for permitting					2								
Total hours =	52	0	6	0	26	20	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$42,956.43	$0.00	$1,354.20	$0.00	$3,397.25	$2,023.47	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,181.50
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL =		**$95,638.27**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

WELLNER architects
802 Broadway, 4th Floor . Kansas City, MO . P. 816.221.0017 . . E. wai@wellner.com . www.wellner.com

October 20, 2022

TY SANDER, P.E. | Vice President & Aviation Group Manager
Crawford, Murphy & Tilly | **Engineers & Consultants**
One Memorial Drive, Suite 500 | St. Louis, MO 63102
w 314.571.9066 | w 816.272.8356 | m 314.369.5337 | tsander@cmtengr.com

Re: JLN ARFF/SRE:
Architectural and Engineering Services for SRE
Design and Bidding Phases

Ty,

Wellner Architects, Inc. is pleased to provide this proposal for design and bidding phase services for the SRE building, attached to the ARFF building. Our team will include Olsson for MEP, FP, structural, and communications. Once the bidding phase is complete, we will provide a proposal for construction phase services.

Preliminary Design and Construction Documents and Permitting: SRE Building, connected to ARFF

- Preliminary and Final drawings (architectural, structural, MEP/FP/Comm)
- Final material and finish selections (1 meeting)
- Technical Specifications
- Final Code Review and permitting process
- Identify alternates, if needed
- Coordination with engineers
- Final Cost Estimate (combined with ARFF)
- Review documents and estimate with JLN (1 meeting)
- Submit for permit, respond to comments, update bid documents

Bidding (in conjunction with ARFF)

- Submit (upload) bid documents to JLN/City plan room
- Attend Prebid Meeting
- Answer bidders questions via addenda
- Review bids and provide recommendation

Fee:
Wellner Architects, Inc. proposes a lump sum fee of $76,321.50 .00 to be billed monthly, by % complete, for the scope outlined above.

10/20/2022	Person Hours					Fee
SCOPE/FEE: Architectural Services: SRE		Sr Project	Designer	Interior	Total	
Discipline	Principal	Architect		Designer	Hours	
Preliminary Design and Construction Documents and Permitting						
Preliminary Design layout	4	24		24	52	$ 8,216.00
3d imagry	4			24	28	$ 3,992.00
T of C Specifications	1	4			5	$ 904.00
Prelim Design Cost Estimate	1	4			5	$ 904.00
Final Design	4	80			84	$ 14,880.00
Final material and finish selections	4	8			12	$ 2,208.00
Specify FEE included in bid, prepare specs		16			16	$ 2,816.00
Technical Specification manual	4	16			20	$ 3,616.00
Coordination with engineers		4			4	$ 704.00
Final Cost Estimate coordination		4			4	$ 704.00
Review documents and estimate with JLN (in person)		8			8	$ 1,408.00
Submit for permit, respond to comments, update bid documents					0	$ -
Subtotal Arch hours	22	168	0	48	238	$ 40,352.00
Cost Estimate						$ 2,500.00
Landscape Design allowance						
MEP/FP, Struct, LV						$ 27,160.00
Sub Total Fees						**$ 70,012.00**
Bidding						
Submit (upload) bid documents to JLN/City plan room					0	$ -
Attend prebid					0	$ -
Answer bidders questions via addenda		12			12	$ 2,112.00
Review bids and provide recommendation					0	$ -
Subtotal Arch hours	0	12	0	0	12	$ 2,112.00
MEP/FP, Struct, LV						$ 1,697.50
Sub Total Fees						**$ 3,809.50**
Totals						
Architecture						$ 42,464.00
Structural/MEP/FP/Comm/AV (olsson - all phases, see attached)						**$ 28,857.50**
Additional PV design						**$ 2,000.00**
Cost Estimate (CMR)						**$ 2,000.00**
Olsson expenses						**$ 500.00**
Wellner Expenses (does not include permit cost)						**$ 500.00**
Total			**Fees + Reimbursable**			**$ 76,321.50**

Schedule (excluding owner review times): In conjunction with ARFF.

Not Included:

- Civil Engineering/Planning or estimating
- Landscape Design
- Glare Study for PVs
- Site line study or response time analysis
- Procurement of site surveys, Geotech or environmental reports
- Development Plan Submittal for City approval
- Permit Fees
- LEED Registration or Submittal
- Advertising for bid
- Construction Phase Services
- Material Testing or Special Inspections during Construction

Thank you for the opportunity. Please let us know if you have comments or questions.

Julie Wellner, AIA
Wellner Architects, Inc.

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

October 6, 2022
(Revised)

Crawford, Murphy & Tilly, Inc.
1627 Main Street, Suite 700
Kansas City, MO 64108

c/o: Mr. Kelly Williams, P.E.
Email: kwilliams@cmtengr.com

RE: Proposal for Geotechnical Engineering Services
Joplin Regional Airport – ARFF Development
Joplin, Missouri

Dear Mr. Williams:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Geotechnical Engineering Report for the proposed new ARFF Development at the existing Joplin Regional Airport (JLN) in Joplin, Missouri. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

PROJECT UNDERSTANDING

It is understood that the planned new ARFF Building will have a footprint of approximately 14,000 sq. ft. Building details, including grading information, floor elevations, and structural loads have not been fully developed, although minimal cut and/or fill depths are assumed. Foundation and slab loads are also anticipated to be light to moderate, respectively. New pavement for parking and services drives are also anticipated to be constructed around the structure. In addition, the existing pavement leading to the runway will be rehabilitated with a new airfield access apron constructed.

SCOPE OF SERVICES

PPI's scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report. The scope of services will be in accordance with the project RFP provided via email dated September 26, 2022. Highlights of this scope are listed below, but not in its entirely.

Field Subsurface Investigation: As requested, PPI has based this proposal on drilling a total of eight (8) geotechnical borings. Three (3) borings will be drilled within the building footprint and five (5) borings will be drilled within the proposed new and existing pavement area. Building and pavement area borings will be extended to a depth 25 ft. and 10 ft., respectively, or auger encounter with bedrock, whichever is shallower. In addition, two

(2) shallow borings will be drilled to a depth of 4 ft. adjacent to the existing pavement to obtain bulk samples. Drilling and sampling methods will be as generally outlined below.

- Subsurface borings will be drilled using 4.5-inch O.D. continuous flight or 4.25-inch I.D. hollow stem augers or mud rotary methods;
- For purposes of projecting a cost, bedrock was assumed at greater than 25 ft.;
- Soil samples will be collected at 2.5- to 5-foot centers during drilling;
- Soil sample types will include split spoon samples collected during performance of the Standard Penetration Test (ASTM D1586), and thin-walled Shelby tube samples pushed hydraulically in advance of drilling (ASTM D1587);
- Groundwater levels will be measured during drilling and upon completion of drilling; and
- Borings within soil areas will be backfilled with a hole plug and available auger cuttings, while borings within existing pavement areas will be patched with grout at the surface.

Laboratory Testing Program: Soil samples will be sealed and transported to PPI's Laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Atterberg Limits (ASTM D4318);
- Grain Size Analysis (ASTM D6913);
- Swell Test (ASTM D4546), if applicable;
- Unconfined Compressive Strength (ASTM D2166);
- Unit Weight (ASTM D7263);
- Moisture Content (ASTM D2216);
- Standard Proctor (ASTM D698);
- California Bearing Ratio (ASTM D1883); and
- Pocket Penetrometer Strength.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples. The exact scope of the laboratory testing program will not be determined until the field investigation is complete.

Geotechnical Engineering Report: Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report will be submitted. The Report will include the following:

- Site Location Plan;
- Boring Location Plan;
- Gint generated Boring Logs showing the results of field and laboratory testing;
- Geotechnical Engineering Recommendations for foundation and slab design;
- General recommendations for pavement subgrade preparation and design; and
- Recommendations for construction planning, and site development.

ESTIMATED COSTS

PPI will provide the scope of services outlined in this proposal for a Lump Sum Cost of Ten Thousand Eight Hundred Dollars ($10,800.00). PPI's estimated cost is based on the assumptions listed below.

PPI's estimated cost is based on the assumptions listed below.

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilization;
- Borings will be staked in the field by PPI's drill crew;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;**
- All work to be completed during normal business hours – Monday thru Friday and no weekend, holiday or night work; and
- All samples will be stored at PPI's Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

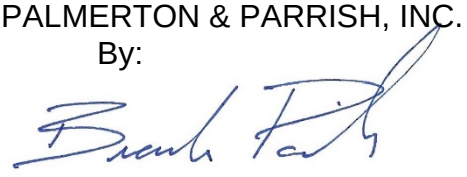
PAYMENT TERMS

An invoice will be submitted at the completion of the geotechnical report. The invoice is due in 30 days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

CLOSURE

This proposal may be authorized by completing the Proposal Authorization block on the following page, initial the attached General Conditions, and returning one copy to PPI. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:



Brandon R. Parrish, PE
Vice President

PROPOSAL AUTHORIZATION

Please fill out and sign the Proposal Authorization block below to indicate your acceptance of this proposal. Also, please initial and date the attached General Conditions.

Sign Below to Authorize Geotechnical Investigation	
Company Name	
Name (Person Authorized to Sign)	
Title (Person Authorized to Sign)	
Signature (Person Authorized to Sign)	
Date	

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and General Liability Insurance against property damage, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND PPI, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF PPI, PPI'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROJECT OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY PPI OR TWENTY-FIVE THOUSAND DOLLARS ($25,000), WHICHEVER IS GREATER.

4. SAFETY: Client agrees that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-503 – Reaffirming the gross receipts tax to be imposed upon gas corporations conducting business within the City and matters relating thereto.

MEETING DATE
February 6, 2023

ORIGINATING DEPARTMENT
Finance

ATTACHMENTS
Council Bill 2023-503 Ordinance

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

SUMMARY
This Council Bill reaffirms the gross receipts tax to be imposed upon gas corporations conducting business within the City.

BACKGROUND
The Missouri Public Service Commission (PSC) has granted a tariff increase in excess of 7 percent to Spire Missouri, Inc. d/b/a Spire ("Spire"). Tariff increases in excess of 7 percent trigger certain requirements under Section 393.275.1, RSMo. to either roll back the rate of gross receipts taxes imposed by cities on Spire or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Spire as a result of the tariff increase.

The statute requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate. The PSC has established the effective date of the tariff increase granted to Spire as December 26, 2022, and 60 days from that date is February 24, 2023.

This Council Bill reaffirms the gross receipts tax to be imposed upon gas corporations, including but not limited to gas, pursuant to Section 30-143 of the Joplin City Code, to be maintained at the existing rate of six (6) percent.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to comply with State Statute.

COUNCIL BILL NO. 2023-503 ORDINANCE NO.

AN ORDINANCE reaffirming the gross receipts tax to be imposed upon gas corporations conducting business within the City and matters relating thereto and containing an emergency clause.

WHEREAS, the Missouri Public Service Commission (PSC) has granted a tariff increase in excess of 7 percent to Spire Missouri, Inc. d/b/a Spire ("Spire"); and

WHEREAS, tariff increases in excess of 7 percent trigger certain requirements under Section 393.275.1, RSMo. to either roll back the rate of gross receipts taxes imposed by cities on Spire or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Spire as a result of the tariff increase; and

WHEREAS, Section 393.275.1, RSMo. requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate; and

WHEREAS, the PSC has established the effective date of the tariff increase granted to Spire as December 26, 2022, and 60 days from that date is February 24, 2023.

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

Section 1. The gross receipts tax imposed upon gas corporations, including but not limited to Spire Missouri, Inc. d/b/a Spire, pursuant to Section 30-143 of the Joplin City Code, shall be maintained at its existing rate of six (6) percent, despite the tariff increase awarded by the PSC to Spire effective on December 26, 2022.

Section 2. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, in order to comply with State Law and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-504 – Approving a budget amendment for FY 2022

MEETING DATE
February 6, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-504 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 2021-2022 Budget of the City of Joplin.

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

Here is an explanation for the items in Schedule A:

- Amending various departments for wages and benefits.
- Amending the elections division for election costs.
- Amending Information Technology for equipment lease and rental costs.
- Amending general fund transfers to the golf course.
- Amending Depreciation Expense in the Airport, Golf Course and Sewer funds.
- Amending Judgment & Claims costs in Worker's Compensation and General Liability Insurance Funds.

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 $1,454,600.00.

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. 2023-504 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; 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 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of One Million Four Hundred Fifty-Four Thousand Six Hundred Dollars and No Cents ($1,454,600.00) 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 _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
6-Feb-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Clerk	001-0801-500-1605	Health Insurance	$		10,500
	City Clerk Elections	001-0803-500-5055	Contractor Fees			9,000
	Information Technology	001-2501-500-2835	Equipment Lease & Rental			10,000
	Fire Operations	001-6002-510-1010	Regular Wages			105,000
	Fire Operations	001-6002-510-1020	Overtime			50,000
	Fire Operations	001-6002-510-1530	Standby Pay			30,000
	Fire Operations	001-6002-510-1605	Health Insurance			50,000
	Fire Operations	001-6002-510-1610	Worker's Compensation			20,000
	Fire Operations	001-6002-510-1625	LAGERS Retirement			25,000
	Fire Operations	001-6002-510-5008	COVID-19 Fees			20,000
	Fire Prevention	001-6003-510-1010	Regular Wages			10,000
	Fire Prevention	001-6003-510-1530	Standby Pay			5,000
	Emergency Management	001-7001-510-1010	Regular Wages			8,000
	Emergency Management	001-7002-510-5265	Maintenance Contracts/Agreements			2,100
	Transfers	001-9003-500-9040	Golf Course			50,000
	Total General Fund			$	-	404,600
405	Airport Fund					
	Regional Airport	405-5004-520-7125	Depreciation Expense			200,000
	Total Airport Fund			$	-	200,000
410	Golf Course Fund					
	Grounds Maintenance	410-6521-560-7125	Depreciation Expense	$		35,000
	Total Golf Course Fund			$	-	35,000
415	Sanitary Sewer Fund					
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense	$		400,000
	Total Sanitary Sewer Fund			$	-	400,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		400,000
	Total Workers Compensation Fund			$	-	400,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments & Claims	$		15,000
	Total General Liability Insurance Fund			$	-	15,000
	Grand Total			$	-	1,454,600

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: February 6, 2023 (Ch 100 hearing/1st reading)
ITEM: Council Bill No. 2023-004 approving a Chapter 100 plan, authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2023-004; copy of Chapter 100 Plan, Bond Purchase Agreement; Trust Indenture; Lease Agreement; Performance Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Nicholas Edwards	**DATE:**
PLANNING, DEVELOPMENT:	Troy Bolander	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:
The Council Bill approves a plan for industrial development, or "Chapter 100 Plan"; authorizes the execution of documents; and authorizes the issuance of the first series of Bonds for the purpose of acquiring, constructing, improving, purchasing and installing the first of two new warehouse facilities (the "Project") for 13696 HWY FF, LLC (the "Company"). The Project will be located at the northwest corner of 32nd Street and Quail Avenue in Joplin, Missouri (the "Project Site") and used in the warehousing of products for the Company or its lessees. This Council Bill authorizes the City to enter into certain agreements in connection with the issuance of the Bonds.

DISCUSSION:
The project involves the construction of two warehouse facilities with 412,000 (approx.) square feet total with an estimated cost of $33,950,000 for land and real property improvements (the "Project Improvements"). The first facility (Building 1) is estimated at 246,450 square feet with an estimated cost of $20,200,000. The second facility (Building 2) is estimated at 165,360 square feet with an estimated cost of $13,750,000. The Bonds being considered at this time are for Building 1. Council will have the opportunity to consider the issuance of bonds for Building 2 at a future date.

No Abatement on Land Value

The Project Site will not be subject to abatement. The Company will pay a fixed schedule of payments in lieu of taxes ("PILOTs") calculated to equal 100% of the estimated taxes that would otherwise be due on the land were it not for the Chapter 100 incentive. The PILOT for 2023 will be $5,569 and will increase by 2% in each odd year so that the final PILOT in 2034 will be $6,148.

Abatement on Project Improvements

The Project Improvements will be subject to 100% abatement starting in 2023 and ending with tax year 2034. This is calculated to provide 10 years of abatement after completion of the Project Improvements. The estimated value of abatement for the Project Improvements (both Building 1 and Building 2) is $2,697,443.

Total Chapter 100 Incentive

The Company will also receive the benefit of applying the City's tax exemption certificate to purchases of construction materials for the Project. The total estimated benefit of the local portion of the Chapter 100 incentive to the Company is as follows:

Abatement on Project Improvements	$2,697,443
Sales and Use Tax Exemption – Construction Materials	1,199,597
Total Estimated Local Incentive	$3,897,040

Chapter 100 Bonds

Chapter 100 Bonds will be offered at a public sale in accordance with the City's charter. It is anticipated that the Company or an affiliate or a related entity will place a bid to purchase the Bonds in the estimated aggregate principal amount of $33,950,000 to pay for the project costs and the costs of completing the Chapter 100 Bond transaction.

Chapter 100 Bonds are authorized pursuant to Chapter 100 of the Missouri Revised Statutes. This tax abatement tool provides for the City to be the actual owner of the Project. The Project is then leased to the Company. During the time the Bonds remain unpaid and the City owns the Project, it is exempt from property taxes because title is held by the City as a tax-exempt entity. Chapter 100 Bonds are paid solely from revenue received from the lease of the Project and such Bonds are not an obligation or debt of the City, except for the obligation to apply lease payments to the bond debt service. Thus, in the unlikely event that the Company was to default on the payment of its obligations under the Bond documents, the City is not liable to make such payments from any source other than revenue received from the lease. In addition, because such Bonds do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, the bonding capacity of the City is not affected by their issuance.

Under the Bond documents, the Company agrees to indemnify the City against any losses or liability that might arise out of the City's ownership of the Project. The Company is also required to carry liability insurance to cover the City in an amount equal to the Missouri limits for waiver of sovereign immunity.

RECOMMENDATION:
City staff recommends placing on First Reading.

PERFORMANCE AGREEMENT

Dated as of February 1, 2023

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

13696 HWY FF LLC

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 1, 2023, as from time to time amended and supplemented in accordance with the provisions hereof (this "Agreement"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), and **13696 HWY FF LLC**, a _____ limited liability company (the "Company").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable;

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on February 21, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing and installing the first of two warehouse buildings on a portion of an approximately 24.88 acre tract of land located at the northwest corner of 32nd Street and Quail Avenue in the City (such portion being the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements," with the Project Site and the Project Improvements collectively being the "Project");

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture with UMB Bank, N.A. (the "Trustee") for the purpose of issuing and securing the Bonds, as therein provided, and to enter into a Lease Agreement of even date herewith (the "Lease Agreement"), under which the City will acquire, purchase, construct and improve the Project and will lease the Project to the Company, as tenant under the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

4. In connection with the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company's desire to cause the purchase, construction, improvement and installation of the Project as more fully described in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the Indenture and the Lease Agreement, the following words and terms as used herein shall have the following meanings:

"Additional PILOT Payment" means an amount (in addition to the PILOT Payments set out in **Section 3.2**) that becomes due under **Section 3.3(a), (b)** or **(c)**.

"Agreement" means this Performance Agreement dated as of February 1, 2023, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"CBA" means the Cost Benefit Analysis attached to the Plan for an Industrial Development Project for Warehouse Facilities (Highway FF Warehouses Project) dated January 9, 2023, and approved by the City in connection with the Project.

"County" means Jasper County, Missouri.

"Event of Default" means any Event of Default as provided in **Section 6.1** hereof.

"Exemption" has the meaning given in **Section 3.1** hereof.

"Indenture" means the Trust Indenture executed by the City in connection with the issuance of the Bonds.

"Lease Agreement" means the Lease Agreement between the City and the Company dated as of the date hereof.

"PILOT Payments" means the payments in lieu of taxes provided for in **Section 3.2** hereof and shown on **Exhibit A** hereto.

"Project" means the Project Site and the Project Improvements, as they may exist from time to time.

"Project Costs" means all costs of acquiring, purchasing, constructing and installing the Project Site and the Project Improvements.

"Project Improvements" has the meaning given in the Lease Agreement.

"Project Site" means the land upon which the Project Improvements will be situated, as described in the Lease Agreement.

"Property Taxes" has the meaning given in **Section 3.1** hereof.

"Taxes Otherwise Due" means, for any given calendar year, the ad valorem property taxes that would otherwise have been due in such year on the Project if the Project were not exempt by virtue of the Exemption, as calculated by applying the ad valorem tax rates assessed by all local governments or taxing

districts for such calendar year to the assessed valuation that would have been attributable to the Project for such calendar year if the City did not hold title to such property.

"Trustee" means UMB Bank, N.A., as trustee under the Indenture.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City will issue the Bonds under the Act for the purpose of paying Project Costs. In connection with the issuance of the Bonds and the payment of Project Costs from the proceeds of the Bonds, the City will acquire the fee simple interest in the Project Site at the time of the issuance of the Bonds and will acquire title to the Project Improvements as acquired and constructed.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns the Project, the Project will be exempt from all ad valorem taxes assessed by all state and local governments and taxing districts (collectively "Property Taxes") on real property (the "Exemption").

Section 3.2. Payments in Lieu of Taxes. The City and the Company covenant and agree that the Project purchased with the proceeds of the Bonds is exempt from Property Taxes by reason of the City's ownership thereof. The Company will annually pay to the City (or to the County if so directed by the City) payments in-lieu-of tax (the "PILOT Payments") with respect to the Project for each year that any portion of the Project is owned by the City in the amounts for each year as set out on **Exhibit A** hereto (except as adjusted as described in **Section 3.3(d)** herein).

Each PILOT Payment shall be due on December 1st of each year. In the event the PILOT Payments are not paid by December 31st of any particular year, such PILOT Payments shall bear interest commencing such December 31st at the rate of 5% per annum until paid. Each PILOT Payment shall be paid to the City at the address set forth in **Section 1403** of the Indenture.

Section 3.3. Additional PILOT Payments; Adjustments to PILOT Payments.

(a) If the Company fails to complete the Project Improvements by December 31, 2025, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the amount of the PILOTS Payments shall be increased to 100% of the Taxes Otherwise Due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from Property Taxes as provided herein.

(b) If for any reason a cessation of construction of the Project occurs after construction has commenced and prior to completion of the Project, the amount of the PILOT Payments shall be increased to 100% of the Taxes Otherwise Due on the Project for each year following such cessation of construction (including the year of cessation of construction) during which such cessation of construction continues.

"Cessation of construction," for the purpose of this paragraph, means no construction activities have occurred on the Project for a period of 90 consecutive days, unless (i) the Project has been subject to a casualty and the Company has elected to rebuild the Project in accordance with the provisions of the Lease; or (ii) the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the construction of the Project continues thereafter.

(c) After construction is complete, if the Company ceases operations at the Project, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the Taxes Otherwise Due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from Property Taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations and fails to maintain the Project Site for a period of 90 consecutive days after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Site and the provisions of the Lease regarding maintenance of the Project are satisfied.

(d) Each Additional PILOT Payment shall be due on December 1 of the year in which the failure giving rise to the Additional PILOT Payment occurs (and on December 1 of each subsequent year in which such failure persists). In no event shall the sum of the Additional PILOT Payments payable under this Section, together with the PILOT Payments pursuant to **Section 3.2** hereof, for any given tax year exceed 100% of the Taxes Otherwise Due. Additional PILOT Payments shall not apply retrospectively to any years prior to the year in which a failure occurs and shall not accrue prospectively for future years based on current or past failures.

(e) In the event that any Additional PILOT Payment becomes due under this Agreement, the assessed valuation for purposes of calculating the Taxes Otherwise Due shall be the amount shown as the "Estimated Assessed Value of Project Site and Improvements (Building 1)" for the applicable year on page 5 of the CBA; provided that, the Company, by providing notice to the City of such request by November 15th of the year for which the applicable Additional PILOT Payment would be due, may request that the Assessor of Jasper County, Missouri provide an estimated assessed value of the Project in lieu of the amount described above, provided further that (i) the Company agrees to pay to the Assessor the actual costs (including employee time) incurred by the Assessor in determining the estimated assessed valuation, and (ii) if the Assessor is unable to make such determination on or prior to December 15th of such year, the assessed valuation for purposes of determining the Taxes Otherwise Due for such year shall be as described above.

Section 3.4. Obligation to Effect Tax Abatement. The City shall take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the Exemption, including any timely filing required with any governmental authorities ("Abatement Obligations"); provided that the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein. Notwithstanding the forgoing, the City shall only be required to instigate litigation to effect the Exemption if the Company agrees in writing that the Company shall be responsible for the costs of such litigation actually incurred by the City. In the event that the Exemption is not recognized by any taxing authority, the amount paid to the City for PILOT Payments and Additional PILOT Payments shall be reduced by the amount of Property Taxes actually paid, if any, and the amount paid in PILOT Payments and Additional PILOT Payments shall be applied by the City, to the extent necessary, to the payment of such Property Taxes.

The City covenants that it will not act or fail to act in a manner that may cause or induce the Exemption to not be recognized. The City covenants that it will not act or fail to act in a manner that may cause or induce any levy or assessment of Property Taxes on the Project. In the event such a levy or assessment of Property Taxes should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment of Property Taxes against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment of Property Taxes under protest.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The Exemption provided by the City's ownership of the Project shall apply to all interests in the Project during the period they are owned by the City. If any Property Taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease Agreement), the amount of Property Tax payments related to such levy or levies that are paid by Company and received by the City, the County, or any other Missouri taxing jurisdiction shall be credited against and reduce on a dollar for dollar basis the amount payable by the Company to the City for PILOT Payments and Additional PILOT Payments pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the improvements on the Project Site which the Company owns in its own name or possession of which is granted to the Company other than pursuant to the Lease Agreement. There shall be no reduction in PILOT Payments or Additional PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for the Project Improvements.

Section 3.6. Reserved.

Section 3.7. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the Exemption described in this Agreement shall not apply to special assessments except to the extent that such are Property Taxes or are levied in lieu of Property Taxes ("Special Assessments") and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project so long as such special assessments, licenses or fees are not applied in a manner that discriminates against the Company on the basis of the tax abatement incentives received by the Company by virtue of the Exemption. The Company hereby agrees to make payments with respect to all Special Assessments, licenses and fees which would otherwise be due with respect to the Project if the Project were not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting any Special Assessments, licenses or fees.

Section 3.8. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the appeal, protest or otherwise contest any property tax valuation, assessment or classification of the Project. In addition, the parties agree that the Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment, valuation, or classification related to the Project. The City agrees, at the Company's expense, to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any such tax, assessment, valuation, classification or other governmental charge relating to the Project.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) business days' advance written notice and in observance of the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly formed and existing under the laws of the State of _____, has power and authority to own its properties (and interests therein) and carry on its business as now being conducted, and is duly qualified to do such business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of organization or operating agreement of the Company, as the same may be amended and supplemented, or to the Company's knowledge, any applicable provision of law, nor to the Company's knowledge does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to enter into or perform its material obligations under this Agreement;

(5) To the Company's knowledge, the Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to complete the Project; and

(6) To the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.3. Survival of Covenants. All obligations of the Company to make payments or indemnify the City contained herein, to the extent that the same accrue or arise during the term of this Agreement, shall survive termination of this Agreement for any reason.

Section 4.4. Sales and Use Tax Exemption.

(a) *Construction Materials.* Upon request after issuance of the Bonds, the City will provide a project exemption certificate to the Company for the acquisition of construction materials for the Project. This project exemption certificate shall be used by the Company solely for the acquisition of construction materials to be incorporated into the Project and the Company shall not apply such project exemption certificate to the acquisition of any other personal property.

(b) *Liability for Sales Determined to be Taxable.* Upon a determination by the Missouri Department of Revenue that any purchase made by the Company using a project exemption certificate described herein was not exempt from sales or use tax, the Company shall pay to the Missouri Department of Revenue all sales or use taxes so determined to be due (whether by virtue of failure of the Company to comply with the terms of this Agreement or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the project exemption certificates to the Company or its affiliates. There shall be no reduction in PILOT Payments or Additional PILOT Payments for any sales or use taxes paid by the Company in connection with the Project.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) The Company fails to make any PILOT Payment or Additional PILOT Payment required to be paid hereunder, and such failure continues for 10 business days following written notice to the Company from the City of such failure;

(b) The Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) Either (1) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (except for situations described in subsection 6.1(c)(2), below), or such longer period as the City may agree in writing, after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or (2) if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Any Event of Default referred to in **Section 6.1** hereof shall also constitute an Event of Default under the Lease Agreement, affording the City the remedies specified therein.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 5% per annum from the date 30 days after such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments and Additional PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default (beyond any applicable cure period) and the subsequent termination of this Agreement pursuant to the provisions of the Lease Agreement and this Agreement;

(c) the expiration of the Lease Term set forth in **Section 3.2** of the Lease Agreement; or

(d) the exercise by the Company of its option to purchase all of the Project.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment or Additional PILOT Payment owing during the year in which the Bonds are paid, to the extent the Company receives the tax abatement contemplated for that year and such PILOT Payment or Additional PILOT Payment is due under this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease Agreement.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby (except in the event that the Exemption is determined to be invalid or unenforceable, then the provisions requiring any PILOT Payments or Additional PILOT Payments shall also be deemed invalid and unenforceable). If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid the PILOT Payments and Additional PILOT Payments due under this Agreement prior to such date.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease Agreement executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company or any affiliate in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease Agreement, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo. with respect to the Project, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Agreement, beginning December 1, 2023.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas W. Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

13696 HWY FF, LLC,
a _____ limited liability company

By: _____
Name:
Title:

EXHIBIT A

SCHEDULE OF PILOT PAYMENTS

Year	PILOT Payment
2023	$3,620
2024	3,620
2025	3,692
2026	3,692
2027	3,766
2028	3,766
2029	3,841
2030	3,841
2031	3,918
2032	3,918
2033	3,996
2034	3,996

CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

13696 Hwy FF LLC,
As Lessee

LEASE AGREEMENT

Dated as of February 1, 2023

Relating to:

$20,200,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(Highway FF Warehouses Project – Building 1)
Series 2023

Certain rights of the City of Joplin, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2023, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2023 (the "Lease"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **13696 HWY FF LLC, A _____ LIMITED LIABILITY COMPANY**, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on February 21, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing and installing the first of two warehouse buildings on a portion of an approximately 24.88 acre tract of land located in the City (such portion being the "Project Site," as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto, the Project Site and the Project Improvements collectively being the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Lender" means any person who from time to time has made a loan to Company which is secured by a Mortgage.

"Mortgage" means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project and permitted pursuant to the provisions of **Section 10.4** hereof or existing prior to the date on which a memorandum of this Lease is recorded.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture and this Lease, (c) utility, access and other easements and rights of way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights of way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any Mortgage (delivered pursuant to Section 10.4(b) of this Lease), and (g) any encumbrance noted in a title report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

"Remedies Notice" means notice to the Company from the City or the Trustee that the City or the Trustee intends to exercise remedies hereunder.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been

duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site (subject to Permitted Encumbrances) and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of _____ and is in good standing under the laws of and is qualified to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this

Lease by the Company will not, to the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Joplin, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2034**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the

Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements, subject to the rights of the Company to contest the same. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all actual and reasonable costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, subject to the Permitted Encumbrances.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Acquisition, Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall acquire, construct and improve the Project Improvements as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in substantial accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project to a use other than as a warehousing and/or distribution facility may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and

that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project and will not commence any portion of the Project for which a payment bond, to the extent so required, has not been delivered to the City; and

(d) The Company agrees that it will use reasonable efforts to cause the acquisition, construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the acquisition, construction and improvement of the Project has been substantially completed in substantial accordance with the Plans and Specifications, in all material respects, (b) that all costs and expenses incurred in the acquisition, construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or

redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due (subject to the rights of the Company to contest any claims or liens of any such contractors or material used in accordance with applicable laws) and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, if any, which the Company desires to convey to the City, including all work and materials on the Project as such work progresses, and all additions or enlargements thereto or thereof, the Project Improvements as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, and Permitted Encumbrances, and the Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury

or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project or the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on or before each December 1 (each a "Payment Date"), commencing December 1, 2023 and continuing until the principal of and interest on the Bonds shall have been fully paid, as "Basic Rent" for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as interest on the Bonds (except as offset pursuant to the right of the Company described herein). On **December 1, 2034** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption (subject to the right of the Company to surrender the Bonds in lieu of such payment). All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease or the Performance Agreement, including but not limited to claims by contractors or subcontractors, as and when the same become due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) the actual and reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including reasonable counsel fees and expenses; and

(d) all other payments of whatever nature which Company has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof, nor the right of the offset as provided in **Section 5.1** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

The Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in reasonably good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance in all material respects with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge and to take such actions as may be reasonably requested by the Company related to such proceedings. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the payments to be made by the Company under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the

Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments due under and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will obtain, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions); provided, however, that during the period of time while the facility at the Project Site is under construction, the Company may obtain and maintain a policy of builder's risk insurance. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee before the initial acquisition of the Project and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Trustee as additional insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer.

(b) In the event of loss or damage to the Project resulting in Net Proceeds of property insurance carried pursuant to this Section in an amount equal to or greater than $1,000,000, such Net Proceeds shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, as so directed. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided in **Section 9.1(a)** hereof.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed $25,000). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a public liability occurrence, and subject to the rights of Lender under and pursuant to the terms of the Mortgage (except that no right of the Lender under the Mortgage shall affect the right of the City or the Trustee to the protection and indemnification provided as additional insureds pursuant to subsection(a), above), the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least $150,000,000, or (ii) the Company funds such self-insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the

Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any reasonable repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes based upon City ownership of the Project, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements, subject to the rights of the Company to contest the same in accordance with applicable laws.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Site related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project Site, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Mortgage, the Company may contest any such mechanics' or other similar lien if the Company (1) promptly notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures the record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of any such contest and any appeal therefrom, so long as the Project is not subject to loss or forfeiture. The Company shall save and hold harmless the City from any loss, costs or expenses the City may actually incur related to any such contest. The Company shall reimburse the City for the actual expenses incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as is reasonably practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender under the terms of the Mortgage. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than $1,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under the Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain

proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, and subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Mortgage, (b) the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and

any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (c) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the Project Site to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in reasonably good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project which have not already been removed during the Term. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Day's prior notice, subject to the Company's usual business propriety, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the purchase provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase or maintenance of the Project, and (d) upon the occurrence and continuance of an Event of Default, to enforce the remedies provided in in **Section 12.2** hereof.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing beyond any applicable grace period, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the

dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance or release of a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The right of a Lender to foreclose upon the lien of a Mortgage or accept a deed in lieu of foreclosure from the Company shall not require the consent of the City, if written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto. The City acknowledges and agrees that the Company may further finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In connection with any Mortgage, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1(c)**.

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender, which includes the name and address of such Lender, then the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default. Without limiting the generality of the foregoing, any Lender holding a Mortgage of the fee simple interest or leasehold interest in the Project may cause the sale of the fee simple interest or any leasehold interest of the Company, as applicable, to be sold at foreclosure sale conducted in accordance with applicable law and the terms of Mortgage, may accept assignment of this Lease in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the City (provided that the City's right to exercise remedies under this Lease against any successor in interest shall not be reduced by virtue of such transfer);

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease beyond any applicable grace period, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the

City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject to any Mortgage executed or consented to by the Company.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statues of Missouri, as amended, with respect to the Project, (f) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. Any one or more of the Indemnified Parties shall have the right to

employ separate counsel in any such action and to participate in the defense thereof, but except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $50,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, file continuation statements of originally filed financing statements for so long as the Bonds shall be Outstanding provided a copy of such originally financing statements is timely delivered to the Trustee. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project.

The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment of the purchase price described below, provided that the Company, at its option, may deliver the Outstanding Bonds in payment of that portion of the purchase price described in subsection (a)(1), below. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides a Remedies Notice to the Company, the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of the Project; plus

(e) the sum of $10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the entire or all remaining portions of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) A release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture, this Lease and the Performance Agreement; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease or the Indenture, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1** hereof) and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project.

(a) The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be $10.00 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(a) The Company shall purchase the Project pursuant to the provisions of **Section 11.1(a)** at the time of, and in connection with, any redemption of Bonds required by the mandatory redemption provision set out in **Section 301(c)** of the Indenture.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing beyond any applicable notice and/or cure period, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City or the Trustee to the Company that the Company failed to make such payment. Anything herein to the contrary notwithstanding, no failure or default specified in paragraph (a) of this **Section 12.1** shall constitute an Event of Default until actual notice of such failure to make such payment by registered or certified mail shall be given by the City or the Trustee to the Company and the Company shall have had ten

(10) days after receipt of such notice to correct said failure and shall not have corrected said failure within such period; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement, following any applicable notice and grace period provided in the Performance Agreement.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1(a)** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and

the City may enter the Project Site and take possession of the Project and if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, the City shall convey the Project to the Company in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, reasonable attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign this Lease in whole or in part, without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(i) The Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, to each assignment, unless such sale, transfer or assignment is to an entity controlled by or under common control with or controlling the Company, or such sale, transfer or assignment is otherwise permitted under **Section 10.7** hereof, in which event no written consent of the City shall be required, but, in such event, the Company shall provide the City with advance written notice of such assignment.

(ii) The assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and

(iii) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(iv) Such assignment shall include the entire then unexpired term of this Lease; and

(v) The Company shall, promptly following the completion of any such assignment, furnish or cause to be furnished to the City and to the Trustee a true and complete copy of each such assignment and assumption of obligations, as the case may be.

(b) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any agreement related to the issuance of the Bonds.

(c) The Company may sublet the Project to one or more end users for any lawful purpose under the Act in accordance with the Company's business of leasing warehousing/distribution space without the consent of the City, and may sublet for purposes other than operation as warehousing/distribution space with the prior written consent of the City. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any such sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease and all interest in the Project, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. Unless requested by the Company, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto, the Trustee (given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld), and the written consent of all of the Owners.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute or delay in executing such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after

payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Any Lender shall be a third party beneficiary of any provisions contained herein granting rights to any such Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

Section 15.11. City Consents. The Mayor of the City is authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, the Indenture, the Performance Agreement or this Lease as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, or materially change the nature of the transaction.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas W. Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

13696 Hwy FF LLC,
A _____ limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The purchase and construction of a warehouse facility of approximately 246,450 square feet made of tilt-up concrete walls with a flat roof, with approximately four drive-in doors, approximately 25 dock doors and the ability to add additional dock doors at a later date and parking for approximately 76 trailers and 162 passenger vehicles, including buildings, site improvements and related fixtures and improvements relating thereto.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI AND 13696 HWY FF LLC, A _____ LIMITED LIABILITY COMPANY.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

13696 HWY FF LLC

By: _____

Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

APPENDIX I

PERFORMANCE AGREEMENT

CITY OF JOPLIN, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of February 1, 2023

Relating to:

$20,200,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(Highway FF Warehouses Project – Building 1)
Series 2023

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of February 1, 2023 (the "Indenture"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on February 21, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing and installing the first of two warehouse buildings on a portion of an approximately 24.88 acre tract of land located in the City (such portion being the "Project Site," as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto, the Project Site and the Project Improvements collectively being the "Project").

3. The Ordinance authorizes the City to lease the Project to 13696 Hwy FF LLC, a ____ limited liability company (the "Company").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease, excluding the City's right to receive moneys for its own account, including but not limited to payments in lieu of taxes, and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease, as provided therein or herein (the "Unassigned Rights"), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby

granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in Section 1.1 the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Authorized City Representative" means the Mayor, City Manager, Finance Director, City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum aggregate principal amount of $20,200,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Joplin, Missouri, Bond Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of February 1, 2023, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Joplin, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means 13696 Hwy FF, LLC, a _____ limited liability corporation, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 4.5** of the Lease and **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Joplin, Missouri, Costs of Issuance Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed $20,200,000, as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of February 1, 2023, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of February 1, 2023, between the City and the Company, as amended and supplemented from time to time.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the Project Site and the Project Improvements, as they may exist from time to time.

"Project Costs" means all costs of the acquisition, construction and improvement of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site, and the construction, extension and improvement of the Project Improvements located on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors, consultants and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, purchase, construction and improvement, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction and improvement of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing and improving the Project, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction and improvement of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance reports, if any, and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction and improvement of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the construction and improvement of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Fund" means the "City of Joplin, Missouri, Project Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" created in **Section 501** hereof.

"Project Improvements" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof, including any existing improvements thereon.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"S&P" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial, Inc., its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $20,200,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company or the Lender is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company or the Lender as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be

paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) The City and the Trustee consent to the pledge of the Bond to any Lender with a Mortgage (as such term is defined in the Lease) on all or any portion of the Project Site.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $20,200,000 for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds, which Bonds shall be designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2034** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Company shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Purchaser and the Company (if not the sole Owner of the Bonds) and the City. The Trustee shall keep a record of the total requisitions submitted by the Company for the Project, and shall notify the Company and the City in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $20,200,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2034**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal

Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of

Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any

applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Joplin, Missouri, Project Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" (herein called the "Project Fund");

(b) "City of Joplin, Missouri, Costs of Issuance Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" (herein called the "Costs of Issuance Fund"); and

(c) "City of Joplin, Missouri, Bond Fund – Highway FF Warehouses Project – Building 1 (Series 2023)" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** and **(e)** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the acquisition, construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used on the date that is three months after the issuance of the Bonds shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) any excess Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Section 9.1(b)** or **Section 9.2(b)** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended (or deemed to be expended) solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee shall use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability

for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the Company under the Lease and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease.

(a) The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

(b) The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the City and the Company, and the City and the Company have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any

such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City or the Company (as the case may be) within such period and diligently pursued until the default is corrected. While the Company shall have no obligation to cure any default under this Indenture (except for such defaults as result from a default under **Section 12.1** of the Lease), the cure of any default hereunder by the Company shall be accepted as if such cure was made by the City.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment (and all sums then payable as Additional Rent under the Lease by the Company have been paid to the City or other appropriate payee), then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds under **Section 12.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** of the Lease, to the extent that such Event of Default is based upon the nonpayment of Additional Rent, **Section 12.1(b)** of the Lease, to the extent that such Event of Default relates to Unassigned Rights, or **Section 12.1(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or

for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(b)** (but only with respect to Unassigned Rights) or **Section 12.1(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such

interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** of the Lease (but only if such Event of Default is based upon the nonpayment of Additional Rent),

Section 12.1(b) of the Lease (but only with respect to Unassigned Rights), or **Section 12.1(c)** or **(d)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project

or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof, so long as the Trustee has complied with any instructions of the Company.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds,

and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services, in accordance with the separate fee schedule agreed to by the Trustee and the Company. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h)

provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the

manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise

such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company and the Lender shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and the Lender at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust

pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company, the Lender or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

(c) To the Company:

13696 Hwy FF LLC
_____
_____
Attn: _____

(d) To the Lender: at such address as may be provided by the Lender or the Company in writing to the City and the Trustee at their addresses shown above.

(e) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. City Consents. The Mayor of the City is authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Joplin, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas W. Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

UMB BANK, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The purchase and construction of a warehouse facility of approximately 246,450 square feet made of tilt-up concrete walls with a flat roof, with approximately four drive-in doors, approximately 25 dock doors and the ability to add additional dock doors at a later date and parking for approximately 76 trailers and 162 passenger vehicles, including buildings, site improvements and related fixtures and improvements relating thereto.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $20,200,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2034	_____, 2023

OWNER: 13696 Hwy FF LLC

MAXIMUM PRINCIPAL AMOUNT: TWENTY MILLION TWO HUNDRED THOUSAND DOLLARS

THE CITY OF JOPLIN, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023," in the maximum aggregate principal amount of $20,200,000 (the "Bonds"), to be issued for the purpose of acquiring, constructing and improving a project located at the northwest corner of 32nd Street and Quail Avenue in the City (the "Project"). The City will lease the land on which the Project is located (the "Project Site"), the improvements to be made thereon (collectively, the "Project") to a company (the "Company"), under the terms of a Lease Agreement dated as of February 1, 2023 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of February 1, 2023 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and prepayment as stated in the Indenture.

IF THE BONDS are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Joplin, Missouri, Bond Fund – Highway FF Warehouses Project – Building 1 (Series 2023)"

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $20,200,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Joplin, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Registration Date: _____

UMB Bank, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Place signature medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: $20,200,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023 of the City of Joplin, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2023 (the "Indenture"), between the City of Joplin, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to 13696 Hwy FF LLC, a _____ limited liability company (the "Company"), under a Lease Agreement dated as of February 1, 2023 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

$20,200,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

DATED AS OF FEBRUARY 1, 2023

BOND PURCHASE AGREEMENT

Mayor and City Council
Joplin, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, 13696 Hwy FF LLC, a _____ limited liability company (the "Purchaser"), offers to purchase from the City of Joplin, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to Ordinance No. 2023-____ passed by the governing body of the City on February 21, 2023 (the "Ordinance") and a Trust Indenture dated as of February 1, 2023 (the "Indenture"), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for 13696 Hwy FF LLC, a _____ limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligation represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of _____ and is in good standing under the laws of and is qualified to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $20,200,000.

As used herein, the term "Closing Date" shall mean February __, 2023, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City in the Certificate as to Closing Price.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $20,200,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds (other than fees of the Company's counsel and advisors) are the following: (1) the legal fees of Gilmore & Bell, P.C., (2) recording costs of the memoranda of certain documents executed in connection with the transaction, (3) costs of publication of the notice of bond sale, and (4) the Trustee's initial acceptance fee and first year's administrative fee.

SECTION 8. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the appropriate party or parties at the addresses for notice set out in the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

13696 HWY FF LLC,
a _____ limited liability company,
as Purchaser

By: _____
Name:
Title:

Accepted and Agreed to as of the date first written above.

13696 HWY FF LLC,
a _____ limited liability company,
as Company

By: _____
Name:
Title:

Accepted and Agreed to as of the date first written above.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas W. Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

$20,200,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

Legal Opinion

Gilmore & Bell, P.C.
Kansas City, Missouri

CLOSING MEMORANDUM

$20,200,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

Closing: February __, 2023

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Joplin, Missouri, of its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on February __, 2023, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Joplin, Missouri ("City").
2. UMB Bank, N.A. ("Trustee").
3. 13696 HWY FF, LLC ("Company" and "Purchaser").
4. Spencer Fane LLP ("Company's Counsel" and "Purchaser's Counsel").
5. Gilmore & Bell, P.C. ("Bond Counsel").

$20,200,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT – BUILDING 1)
SERIES 2023

Closing Date: February __, 2023

CLOSING LIST

Document No.

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement; Memorandum of Lease Agreement.
3. Bond Purchase Agreement.
4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.
6. Notice to taxing jurisdictions of the Plan for an Industrial Development Project; Confirmation of receipt by taxing jurisdictions of the Plan.
7. Affidavit of Publication of Notice of Bond Sale; Bids received.
8. Ordinance approving Plan for an Industrial Development Project and authorizing the issuance of the Bonds; Excerpt of Minutes of Meeting of the City Council for February 6, 2023; Notice of Meeting; Excerpt of Minutes of Meeting of the City Council for February 21, 2023; Notice of Meeting.
9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.

11. Company's resolutions authorizing execution of documents.

12. Articles of Organization.

13. Operating Agreement.

14. Certificates of Corporate Good Standing of Company in _____ and Missouri.

15. Insurance Certificates; Payment Bond.

16. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

CLOSING DOCUMENTS

17. Special Warranty Deed.

18. Purchaser's Representation Letter.

19. Trustee's Closing Certificate.

20. Specimen Bond.

21. UCC Financing Statements.

22. Title Report.

23. Phase 1 Environmental Report; Reliance letter.

LEGAL OPINIONS

24. Approving Legal Opinion of Bond Counsel.

25. Opinion of Company's Counsel.

* * * * * *

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Joplin, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of $20,200,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023 (the "Bonds"), we hereby further certify as follows, as of February __, 2023:

MATTERS CONCERNING AUTHORIZATION

1. **Due Organization.** The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. **Meetings.** All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law. The notices of meetings contained in the Transcript were posted at least 24 hours prior to the commencement of the meetings on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at City Hall, the principal office and meeting place of the City Council, and were made available at least 24 hours prior to the commencement of said meetings to any representative of the news media who requested notice of the meetings.

4. **Incumbency of Officers.** The following named persons were and are the duly elected or appointed, qualified and acting officers and Councilmembers of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

Name	Title
Douglas W. Lawson	Mayor
Keenan Cortez	Councilmember/Mayor Pro Tem
Charles Copple	Councilmember
Josh DeTar	Councilmember
Mark Farnham	Councilmember
Gary Shaw	Councilmember
Kate Spencer	Councilmember
Phil Stinnett	Councilmember
Christina Williams	Councilmember
Holly Nagy	City Clerk

5. **Approval of Plan for the Project.** Pursuant to Ordinance No. 2023-___ passed by the City Council on February 21, 2023 (the "Bond Ordinance"), the City approved a Plan for Industrial Development Project (the "Plan") for 13696 HWY FF, LLC, a _____ limited liability company (the "Company"), pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). The Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. **Location of Project.** The Project will be located entirely within the corporate limits of the City.

7. **Bonds Issued for the Company.** Except for the Bonds, the City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. **Execution of Documents.** The following documents (the "City Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Bond Ordinance (the "Ordinance"):

(a) Trust Indenture dated as of February 1, 2023 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee");

(b) Lease Agreement dated as of February 1, 2023 (the "Lease"), between the City and the Company;

(c) Bond Purchase Agreement dated as of February 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, as Company and as the purchaser of the Bonds; and

(d) Performance Agreement dated as of February 1, 2023 (the "Performance Agreement"), between the City and the Company, relating to real property tax abatement and payments in lieu of taxes relating to real property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. **Execution of Bonds.** We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in a maximum principal amount not to exceed $20,200,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we

were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. **Representations in City Documents.** Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. **No Legal Violation.** The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. **Approvals.** All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. **No Offers by City.** Neither the City, nor any authorized representative of the City is engaged in any transaction involving the marketing of the Bonds to the public in a manner that would cause the Bonds to be subject to Securities and Exchange Commission Rule 15c2-12.

7. **Information.** The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. **Request to Authenticate and Deliver the Bonds.** Pursuant to the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. **M.A.P. Filing Authorization.** The City hereby authorizes Gilmore & Bell, P.C. to file the information required by §37.850, RSMo, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

10. **Closing Price.** The Closing Price with respect to the Bonds is $_____.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date first written above.

Signature	**Official Title**
_____	Mayor
_____	City Clerk

(Seal)

Approved as to form:

_____
City Attorney

EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF JOPLIN, MISSOURI

The City Council of the City of Joplin, Missouri, met in regular session on **February 6, 2023**, at 6:00 p.m. at City Hall in Joplin, Missouri, and the following officials were present or absent as indicated:

Douglas W. Lawson, Mayor _____

Keenan Cortez, Councilmember/Mayor Pro Tem _____

Charles Copple, Councilmember _____

Josh DeTar, Councilmember _____

Mark Farnham, Councilmember _____

Gary Shaw, Councilmember _____

Kate Spencer, Councilmember _____

Phil Stinnett, Councilmember _____

Christina Williams, Councilmember _____

Holly Nagy, City Clerk _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * *

(Other Proceedings)

* * * * * *

A public hearing regarding the Plan for an Industrial Development Project for Warehouse Facilities (the "Plan") was opened. The Plan provides financing for the purpose of acquiring, constructing, improving, purchasing and installing warehouse facilities on approximately 24.88 acres of land located at the northwest corner of 32nd Street and Quail Avenue in the City (the "Project") and the proposed lease of the Project by the City to 13696 HWY FF, LLC, a _____ limited liability company (the "Company"). A representative of the company and bond counsel gave presentations and answered questions regarding the Project. No comments were presented by any taxing jurisdictions. After giving time for any comments, the Mayor closed the public hearing.

* * * * * *

(Other Proceedings)

* * * * * *

The matter of approving the Plan and of authorizing the issuance and delivery of $20,200,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1) Series 2023 of the City came on for consideration.

Bill No. _____ was read, being for an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF WAREHOUSE FACILITIES; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $20,200,000 TO FINANCE THE COSTS OF THE FIRST PHASE OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Copies of the proposed ordinance had been made available for public inspection prior to the time the Document was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and, thereupon, was duly passed.

* * * * * *

(Other Proceedings)

* * * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

_____
City Clerk

EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF JOPLIN, MISSOURI

The City Council of the City of Joplin, Missouri, met in regular session on **February 21, 2023**, at 6:00 p.m. at City Hall in Joplin, Missouri, and the following officials were present or absent as indicated:

Douglas W. Lawson, Mayor _____

Keenan Cortez, Councilmember/Mayor Pro Tem _____

Charles Copple, Councilmember _____

Josh DeTar, Councilmember _____

Mark Farnham, Councilmember _____

Gary Shaw, Councilmember _____

Kate Spencer, Councilmember _____

Phil Stinnett, Councilmember _____

Christina Williams, Councilmember _____

Holly Nagy, City Clerk _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * *

(Other Proceedings)

* * * * * *

The matter of approving a Plan for an Industrial Development Project for Warehouse Facilities (the "Plan") and of authorizing the issuance and delivery of $20,200,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project– Building 1) Series 2023 of the City came on for consideration.

Bill No. _____ was read, being for an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF WAREHOUSE FACILITIES; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $20,200,000 TO FINANCE THE COSTS OF THE FIRST PHASE OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Copies of the proposed ordinance had been made available for public inspection prior to the time the Document was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was placed on its second reading and was read by title, considered and discussed, and, thereupon, was duly passed.

The Bill was placed on its third reading and was read by title, considered and discussed. Councilmember _____ moved to approve the ordinance and Councilmember _____ seconded the motion. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

* * * * * *

(Other Proceedings)

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

_____
City Clerk

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of UMB Bank, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of February 1, 2023 (the "Indenture"), between the Trustee and the City of Joplin, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"), of the City, does hereby certify as follows, as of February __, 2023:

1. **Power and Authority of Trustee.** The Trustee is a national banking association duly organized and existing under the laws of the State of Missouri with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. **Execution of Indenture.** The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. **Receipt of Documents.** The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. **Authentication of Bonds.** Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. **Delivery of Bonds.** The Trustee acknowledges that the Bonds acquired by 13696 HWY FF, LLC, a _____ limited liability company (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. **Receipt of Closing Price of the Bonds.** The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds pursuant to the Bond Purchase Agreement.

7. **Deposit of Bond Proceeds.** The Trustee on this date, in accordance with the requirements of the Indenture, deposited the proceeds of the Bonds as directed under the Indenture.

8. **Authorization of Officers.** The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. **Anti-Discrimination.** The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by,

licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UMB BANK, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date first stated above.

UMB BANK, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of 13696 HWY FF, LLC, a _____ limited liability company (the "Company"), and as such I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023 in the maximum principal amount of $20,200,000 (the "Bonds"), by the City of Joplin, Missouri (the "City"), I hereby further certify as follows, as of February __, 2023:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly formed and in good standing under the laws of the State of _____ and is in good standing under the laws of and is qualified to do business in the State of Missouri.

1.2. Articles of Organization and Operating Agreement. The copy of the Articles of Organization of the Company, if and as amended, contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Articles of Organization certified by the Secretary of State of the State of _____, and said Articles of Organization have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Company contained in the Transcript is a true, complete and correct copy of said Operating Agreement and said Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. Incumbency of Officers; Authorized Company Representative. The individuals named signing this Certificate below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, duly appointed or elected, qualified and acting officers of the Company, holding the offices set opposite their name. The Company hereby appoints the individuals shown on the signature page to this Certificate as Authorized Company Representatives as defined in the Trust Indenture dated as of February 1, 2023, between the City and UMB Bank, N.A.

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to our knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company pursuant to and in full compliance with a Resolution adopted by the Company by written action as shown in the Transcript:

(a) Lease Agreement dated as of February 1, 2023 (the "Lease"), between the City and the Company;

(b) Bond Purchase Agreement dated as of February 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, in its capacity as "Company" thereunder and in its capacity as purchaser of the Bonds (the "Purchaser");

(c) Performance Agreement dated as of February 1, 2023 (the "Performance Agreement"), between the City and the Company; and

(d) Special Warranty Deed dated February __, 2023 (the "Deed"), from the Company in favor of the City.

The copies of the Company Documents delivered at closing are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company, and said documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents as of the date hereof have been complied with and performed in all material respects.

2.4. Non Litigation. There is no action or proceeding against and naming the Company before any court, governmental authority or arbitrator that is pending or, to the knowledge of the officers of the Company, overtly threatened by written communication to the Company (a) with respect to the Bonds or the Company Documents or the transactions contemplated thereby, or the ability of the officers or directors of the Company to engage the Company in transactions of the sort contemplated by the Company Documents, or (b) that, if adversely determined, could reasonably be expected, individually or in the aggregate, to materially adversely affect the condition, financial or otherwise, of the Company.

2.5. Compliance with Existing Covenants. The execution and delivery by the Company of the Company Documents and the consummation by the Company of its obligations thereunder do not result in (a) any violation by the Company of (i) the provisions of its Articles of Organization or the Operating Agreement, (ii) to its knowledge, any provision of applicable federal or Missouri statute or regulation, or (iii) any order, writ, judgment or decree of any federal or Missouri court or governmental authority or regulatory body having jurisdiction over the Company or any of its subsidiaries or any of their material properties that names or is specifically directed to the Company or any such subsidiary, or (b) a breach or default pursuant to any material agreement, contract or instrument known to us to which the Company is a party or by which it is bound.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bonds are to be used by the City for the purpose of paying costs of acquiring, constructing, improving, purchasing and installing the first of two warehouse facilities on a portion of an approximately 24.88 acre tract of land located at the northwest corner of 32nd Street and Quail Avenue in the City (the "Project").

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease.

4. BOND PROCEEDS

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to provide for costs of financing the Project.

4.2. Closing Price. The Closing Price with respect to the Bonds is $_____.

5. LEGAL COUNSEL

5.1. Legal Counsel. I understand that the foregoing certifications will be relied upon by the City in the issuance of the Bonds, Spencer Fane LLP in rendering its opinion, and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds. I understand that Gilmore & Bell, P.C. (1) has represented the City, and only the City, in connection with the issuance of the Bonds and the transactions described in the Transcript, and (2) makes no representation to the Company or any other party as to the effectiveness of any tax abatement or exemption relating to the Project.

6. ANTI -DISCRIMINATION AGAINST ISRAEL ACT

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date first stated above.

13696 HWY FF, LLC,
a _____ limited liability company

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of 13696 HWY FF, LLC, a _____ limited liability company (the *"Company"*), and am authorized by the Company to attest on behalf of the Company to the matters set forth herein.

On behalf of the Company, I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with the construction and improvement of a commercial facility in Joplin, Missouri (the *"Project"*).

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

13696 HWY FF, LLC,
a _____ limited liability company

By: _____
Name:
Title:

Subscribed and sworn to before me this _____ day of _____, 2023.

_____
Notary Public

My commission expires on:_____

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

February __, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

13696 HWY FF, LLC

Re: $20,200,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Joplin, Missouri (the "City") in connection with the issuance by the City of its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of UMB Bank, N.A., as trustee (the "Trustee"), or as otherwise provided for in a Trust Indenture dated as of February 1, 2023 (the "Indenture"), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) Ordinance No. 2023-____ passed by the City Council of the City on February 21, 2023;

(ii) Trust Indenture dated as of February 1, 2023, between the City and UMB Bank, N.A.;

(iii) Lease Agreement dated as of February 1, 2023, between the City and 13696 HWY FF, LLC, a ____ limited liability company (the "Company");

(iv) Bond Purchase Agreement dated as of February 1, 2023, between the City and the Company; and

(v) Performance Agreement dated as of February 1, 2023, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the "Bond Documents").

Reference is made to the opinions of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion. This opinion is limited to the laws of the State of Missouri.

Very truly yours,

[FORM OF OPINION OF COMPANY'S COUNSEL]

February __, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: $20,200,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project– Building 1), Series 2023

Ladies and Gentlemen:

We have acted as counsel for 13696 HWY FF, LLC, a _____ limited liability company (the "Company"), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the "Bonds"):

(a) Articles of Organization of the Company, Operating Agreement of the Company, and a certified copy of the resolutions of the Company dated _____ __, 20__ (the "Resolution");

(b) Lease Agreement dated as of February 1, 2023, between the Company and the City of Joplin, Missouri (the "City"), as lessor;

(c) Bond Purchase Agreement dated as of February 1, 2023, between the City and the Company;

(d) Performance Agreement dated as of February 1, 2023, by and between the City and the Company;

(e) Special Warranty Deed dated February __, 2023 (the "Deed"), from the Company in favor of the City; and

(f) such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (f) above are collectively referred to as the "Company's Documents."

Based upon such examination, I am of the opinion that:

1. The Company has been duly organized and is a validly corporation in good standing under the laws of the State of _____ and is in good standing under the laws of and is authorized to do business in the State of Missouri.

2. The Company's Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or any general principles of equity, including without limitation, the exercise of judicial discretion in connection with any grant of specific performance).

3. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

4. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the Articles of Organization of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Lease Agreement or the Performance Agreement or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	February 1, 2023
GRANTOR:	CITY OF JOPLIN, MISSOURI
GRANTOR'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
GRANTEE:	13696 HWY FF, LLC
GRANTEE'S MAILING ADDRESS:	_____ _____ ATTN: _____
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of February 1, 2023 (the "Lease"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), as lessor and grantor, and **13696 HWY FF, LLC**, a _____ limited liability company (the "Company"), as lessee;

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on February 21, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023, in the maximum principal amount of $20,200,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing and installing the first of two warehouse facilities on a portion of an approximately 24.88 acre tract of land located at the northwest corner of 32nd Street and Quail Avenue in the City (such portion being the "Project Site," as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto, the Project Site and the Project Improvements collectively being the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will construct and improve the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of the Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions set forth hereinafter and in the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and Company do represent, covenant and agree as follows:

1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein and in the Lease contained.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall commence as of the date of delivery of the Lease and terminate on **December 1, 2034**.

3. Basic Rent. The Company covenants and agrees to pay Basic Rent and Additional Rent as provided under the Lease.

4. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project or portions thereof at the times and for the amounts provided in the Lease.

5. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

13696 HWY FF, LLC,
a _____ limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of **13696 HWY FF, LLC**, a ____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas W. Lawson
Title: Mayor

[SEAL]

ATTEST:

Approved as to form:

By: _____
Name: Holly Nagy
Title: City Clerk

_____
City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **DOUGLAS W. LAWSON**, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF JOPLIN, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The purchase and construction of a warehouse facility of approximately 246,450 square feet made of tilt-up concrete walls with a flat roof, with approximately four drive-in doors, approximately 25 dock doors and the ability to add additional dock doors at a later date and parking for approximately 76 trailers and 162 passenger vehicles, including buildings, site improvements and related fixtures and improvements relating thereto.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	February __, 2023
GRANTOR:	13696 HWY FF, LLC
GRANTOR'S MAILING ADDRESS:	_____ _____ ATTN: _____
GRANTEE:	CITY OF JOPLIN, MISSOURI
GRANTEE'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of February __, 2023, from **13696 HWY FF, LLC**, a _____ limited liability company (the "Grantor"), to the **CITY OF JOPLIN, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 602 S. Main Street, Joplin, Missouri 64801.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **Exhibit A** attached hereto.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except for those encumbrances, easements, covenants and restrictions evidenced on the public record; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

PROVIDED THAT, it is the intent of the Grantor and the Grantee that Grantee's interest in any easements or rights of way held by the Grantee in all or any portion of the premises aforesaid shall not be merged with the fee simple ownership of such property conveyed to the Grantee pursuant to this Deed, but each shall remain a separate a distinct interest of the Grantee.

[remainder of page intentionally left blank]

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

GRANTOR:

13696 HWY FF, LLC,
a _____ limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of **13696 HWY FF, LLC,** a _____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

REPRESENTATION LETTER

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

Re: $20,200,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1), Series 2023 of the City of Joplin, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows, as of February __, 2023:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2023 (the "Indenture"), between the City of Joplin, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to 13696 HWY FF, LLC, a _____ limited liability company (the "Company"), under a Lease Agreement dated as of February 1, 2023 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample

opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

13696 HWY FF, LLC,
a _____ limited liability company,

By: _____
Name:
Title:

OFFICIAL BID FORM

$33,950,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT)

February 6, 2023

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

For an amount not to exceed $33,950,000 in principal amount of the above-referenced bonds, dated their date of delivery, in one or more series to be determined by the City (the "Bonds"), described in your notice of bond sale published in *The Joplin Globe* on January 18, 2023, the final series of said Bonds to mature no later than December 1, 2037, each Bond bearing interest at 5.0%, we will pay a purchase price not to exceed $33,950,000 in installments equal to the draw requests received pursuant to one or more bond purchase agreements to be executed by the undersigned or its designee (as "Purchaser"), the company designated in each such bond purchase agreement (the "Company") and the City, provided that terms acceptable to the Purchaser, the Company and the City are reached with respect to the issuance of such Bonds and the documents to be executed in connection therewith.

Respectfully submitted by an authorized officer of the bidder,

Bidder: 13696 Highway FF, LLC

Signature: _____

Print Name: _____

$33,950,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(HIGHWAY FF WAREHOUSES PROJECT)

The City of Joplin, Missouri (the "City"), will receive bids for the above-described Bonds either (1) mailed or delivered in person to the address stated below, or (2) faxed to 417-624-4620 until 10:30 a.m., Central Time, on February 6, 2023. All bids will be publicly opened, read and evaluated at said time, date and place. The award of the Bonds will be acted upon by the City Council at a meeting to be held on February 6, 2023, as part of the first reading of an ordinance authorizing the issuance of Bonds.

The proceeds of the Bonds will be used for the purpose of acquiring, constructing, improving purchasing and installing two warehousing facilities (the "Project") to be leased to one or more companies (the "Companies"), pursuant to one or more lease agreements between the City and the Companies (the "Lease Agreements"). Information regarding the Companies and the Project is available from the Finance Director at the address stated below. The Bonds and the interest thereon will be special, limited obligations of the City payable solely from certain payments made by the Companies under the Lease Agreements. The Bonds shall not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the faith and credit of the City, the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

All written proposals must be submitted on the Official Bid Form, which may be obtained from the City at the following address:

Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, Missouri 64801
417-624-0820

UCC INFORMATION

INDENTURE: (filed with Secretary of State of the State of Missouri)

Debtor: City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

Secured Party: UMB Bank, N.A., as Trustee
928 Grand Blvd, 12th Floor
Kansas City, MO 64106

Collateral:

THE PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF FEBRUARY 1, 2023, BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

LEASE: (filed with Secretary of State of the State of Missouri and with the Jasper County, Missouri Recorder of Deeds)

Debtor: 13696 HWY FF, LLC
_____
_____

Secured Party: UMB Bank, N.A., as Trustee
928 Grand Blvd, 12th Floor
Kansas City, MO 64106

Additional Secured Party: City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

Collateral:

ALL ASSETS COVERED BY THAT CERTAIN LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2023 BETWEEN DEBTOR AND THE CITY OF JOPLIN, MISSOURI, AS AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION FIXTURES AND EQUIPMENT AND PRODUCTS AND PROCEEDS THEREOF.

[ADD FIRST REQUISITION]

COUNCIL BILL NO. 2023-004 ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF WAREHOUSE FACILITIES; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $20,200,000 TO FINANCE THE COSTS OF THE FIRST PHASE OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, 13696 HWY FF, LLC, a _____ limited liability company (the "Applicant"), has proposed a project consisting of acquiring, constructing, improving, purchasing and installing two warehouse buildings on approximately 24.88 acres of land located at the northwest corner of 32nd Street and Quail Avenue in the City (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for industrial development (the "Plan"), gave notice of the Plan on January 10, 2023, by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on February 6, 2023, during which hearing those in attendance were given the opportunity to provide comments with respect to the Plan; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the first phase of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, Section 4.23 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least fifteen days' notice in a newspaper published in Joplin, Missouri; and

WHEREAS, a notice of sale was published in the *Joplin Globe* on January 18, 2023, inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the first phase of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Highway FF Warehouses Project – Building 1) Series 2023, in an aggregate principal amount not to exceed $20,200,000, for the purpose of providing funds to pay the costs of the first phase of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

The City hereby determines that the sealed proposal for purchase of the bonds submitted by the Applicant was the only bid submitted at the public sale of the Bonds and that it is in the best interest of the City to accept the bid submitted by the Applicant. The sale of the Bonds to the Applicant or its designee (the "Company") at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City

Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee to be named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the acquisition, construction and improvement of the first phase of the Project and lease the first phase of the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds;

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem real property taxes on the first phase of the Project in consideration for the Company's agreement to pay certain payments in lieu of taxes; and

Section 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be

necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including any financing document requested to be executed pursuant to the Lease Agreement. The Mayor or City Manager is authorized to grant on behalf of the City such consents and waivers relating to the Bonds, the Trust Indenture, the Performance Agreement or the Lease Agreement as may be requested during the term thereof and as the Mayor or City Manager may deem appropriate with the advice and counsel of city staff; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI AND APPROVED by the Mayor this _____ day of February, 2023, by a vote of _____.

_____
Douglas W. Lawson, MAYOR

ATTEST:

_____
Holly Nagy, City Clerk
[SEAL]

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-258 – Final Plat Review

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 007-23: Property located West of S. Twin Hills Dr and South of W. Par Ln. - A request to review a final plat – 4 State Builders

BACKGROUND:
This final plat approval is for Par Lane Phase II Subdivision located West of S Twin Hills Dr and South of W Par Ln. This subdivision will be 8 residential lots, zoned R-1, Single-Family Residential. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Onstot stated that the presentation from the Preliminary Plat will reflect that of the final.

PUBLIC COMMENT;
Mr. Kimble opened the floor to public comments. There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-258
Planning & Zoning Commission recommends approval for Case 007-23 (5 in Favor, 0 Opposed, 2 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 007-223 Final Plat Review

NAME OF SUBDIVISION Par Lane Phase II

LOCATION: West of S Twin Hills Dr and South of W Par Ln

APPLICANT: 4 State Builders

PRESENT ZONING: None

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-2	Outside of City Limits
Land Use	Single-Family Homes	Vacant	Vacant	Vacant

SUBDIVISION:

Number of lots
8

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W Par Lane	Local	50’

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

No.

UTILITIES: All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

This final plat approval is for Par Lane Phase II Subdivision located West of S Twin Hills Dr and South of W Par Ln. This subdivision will be 8 residential lots, zoned R-1, Single-Family Residential. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

Staff recommends approval of Case 007-23

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Application

Proj #: 23-042

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Fax: 417-625-4738

Office Use Only

Case No.: 007-23
Filing Fee: $0
Received: 12/16/22
Subdivision No.: _____

Applicant: 4 State Builders Phone No.: (314) 546-1331

Address: 1200 Briarbrook Drive, Ste. E Email: blakeonstot@gmail.com

Owner: Blake Onstot | Jordan Chapman Phone No.: (314) 546-1331

Address: 1200 Briarbrook Drive, Ste. E Email: blakeonstot@gmail.com

Location of Property: Par Lane & Twin Hills Drive

Present Use of Property: Unimproved (In Jasper County) Zoning: R-1

Design Professional who Prepared the Plat: Small Arrow Engineering | Stewart & Neece

Phone No.: (417) 624-2333 Email: jbolte@smallarrow.com

Name of Subdivision: Par Lane 2nd Addition

Total Acres: 4.15 Total Lots: 8*

* Includes Replat of Lot 14 in Par Lane Addition

Instructions:
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

To be shown on plat:

Yes	No	
☒	☐	Name of the subdivision

☒	☐	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
☒	☐	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
☒	☐	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
☒	☐	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
☒	☐	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
☒	☐	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
☒	☐	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
☒	☐	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
☒	☐	Name and address of the registered land surveyor preparing the plat
☒	☐	Scale of plat, 1" = 100' or larger, date or preparation and north point
☒	☐	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: – Pending

Yes	No	
☐	☐	Was the original on mylar, and 20 paper copies submitted?
☐	☐	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?
☐	☐	Was a bond or letter of credit submitted?

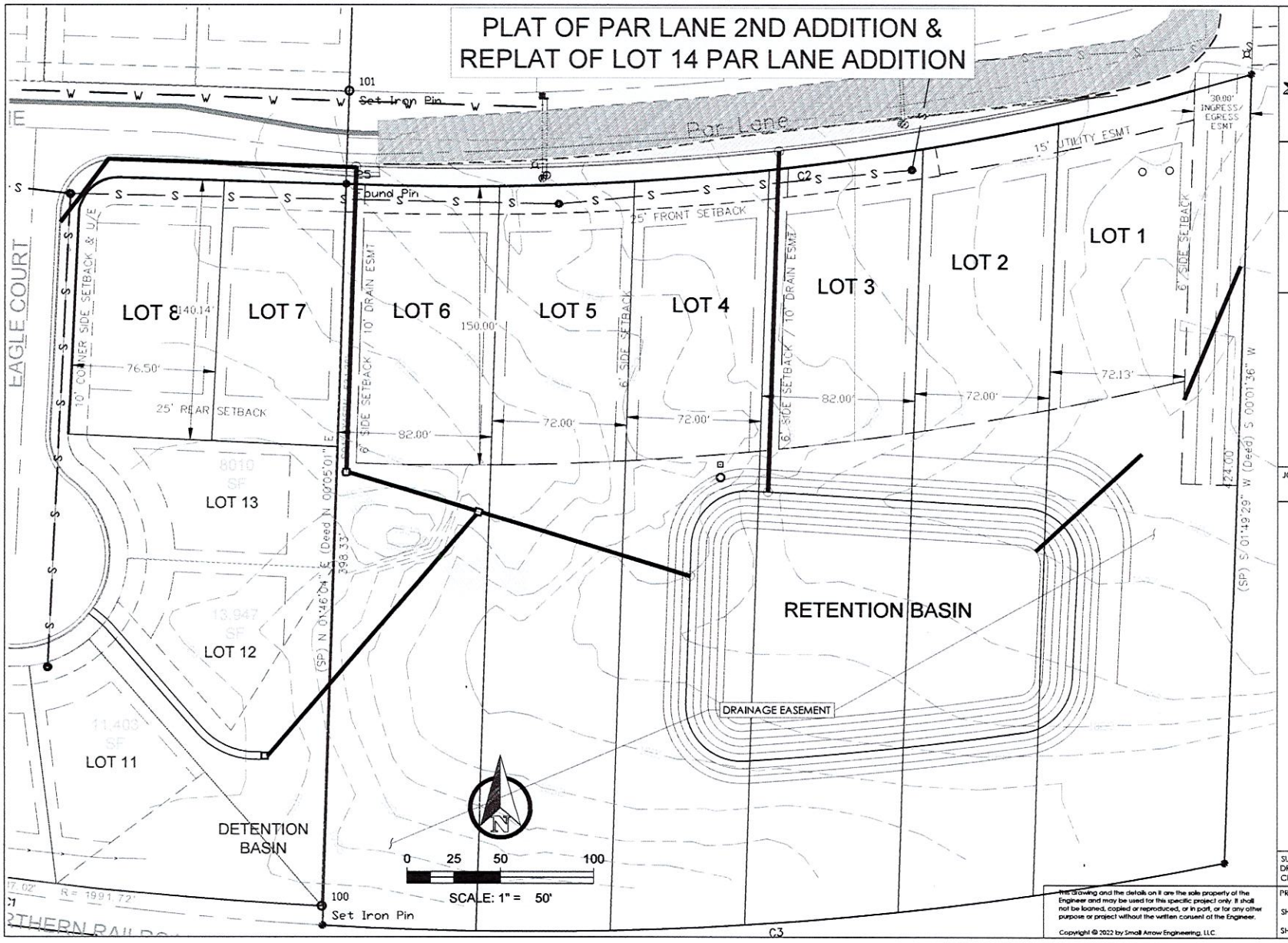
☐	☐	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
☐	☐	Signature of owner(s) and, as necessary, mortgager(s)
☐	☐	Dedications or reservations
☒	☐	Surveyor preparing plat
☐	☒	Has a copy of any deed restrictions or covenants been provided?
☐	☐	Are additional comments attached?

Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 7/1/22

John H. Bolte, P.E.
Project Engineer
Small Arrow Engineering, LLC

PLAT OF PAR LANE 2ND ADDITION & REPLAT OF LOT 14 PAR LANE ADDITION



SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
P.O. BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI: E-2010013647
KANSAS: E-1930
ARKANSAS: 2097
OKLAHOMA: 5937

NOT FOR CONSTRUCTION

JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

PAR LANE 2ND ADDITION
4-STATE BUILDERS
PAR LANE WEST OF TWIN HILLS DR
JOPLIN, JASPER COUNTY, MO
SKETCH PLAT

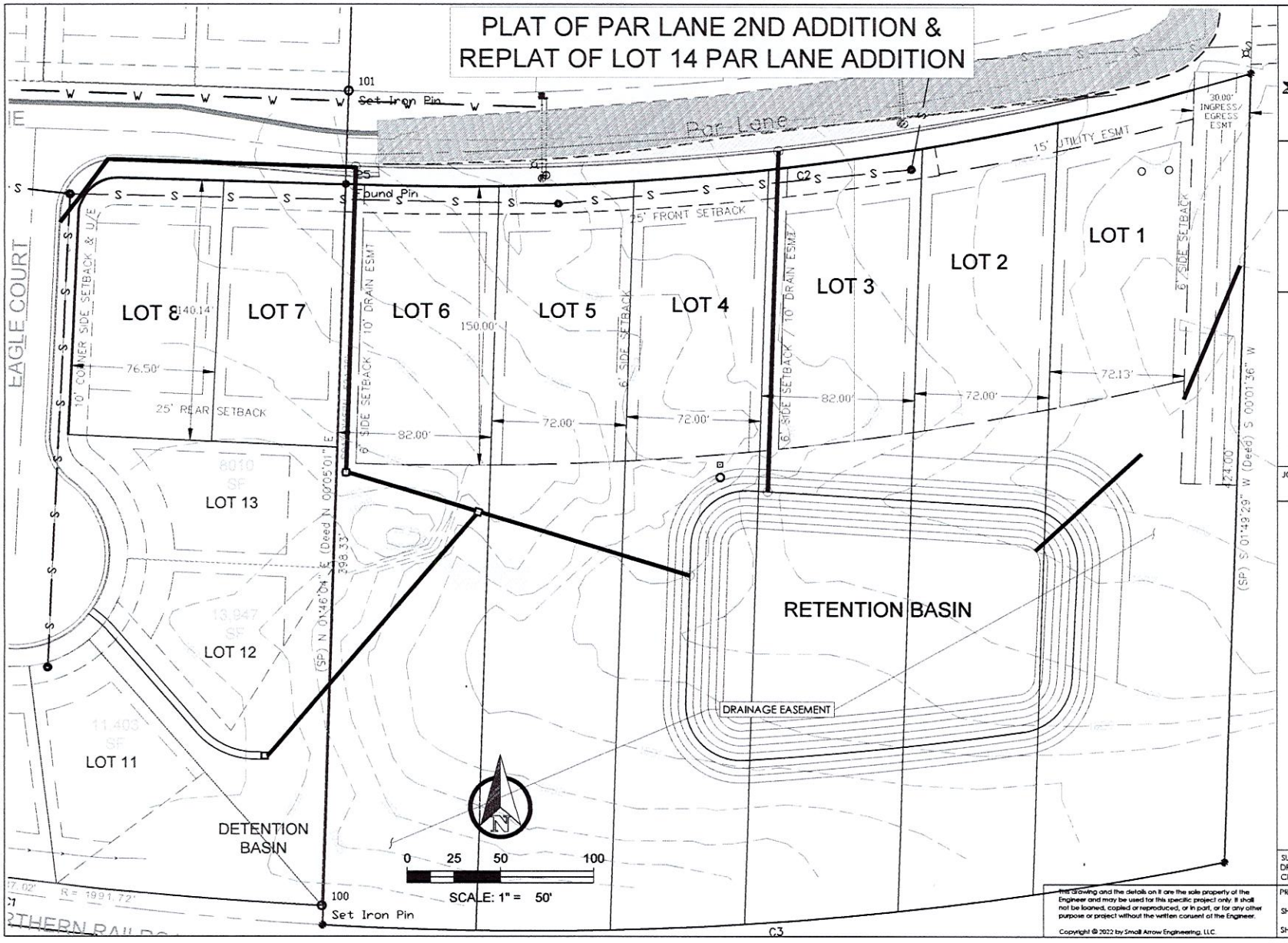
SURVEY BY: S&N PROJECT #: 22214
DRAWN BY: CMM DATE: 06/24/2022
CHECKED BY: JHB SCALE: 1"=50'

PROJECT: PAR LANE 2ND ADDITION
SHEET DESC: SKETCH PLAT
SHEET: 2 OF: 2

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PLAT OF PAR LANE 2ND ADDITION & REPLAT OF LOT 14 PAR LANE ADDITION



SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
P.O. BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
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JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
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PAR LANE 2ND ADDITION
4-STATE BUILDERS
PAR LANE WEST OF TWIN HILLS DR
JOPLIN, JASPER COUNTY, MO
SKETCH PLAT

SURVEY BY: S&N
DRAWN BY: CMM
CHECKED BY: JHB
PROJECT #: 22214
DATE: 06/24/2022
SCALE: 1"=50'

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SHEET DESC: SKETCH PLAT
SHEET: 2 OF: 2

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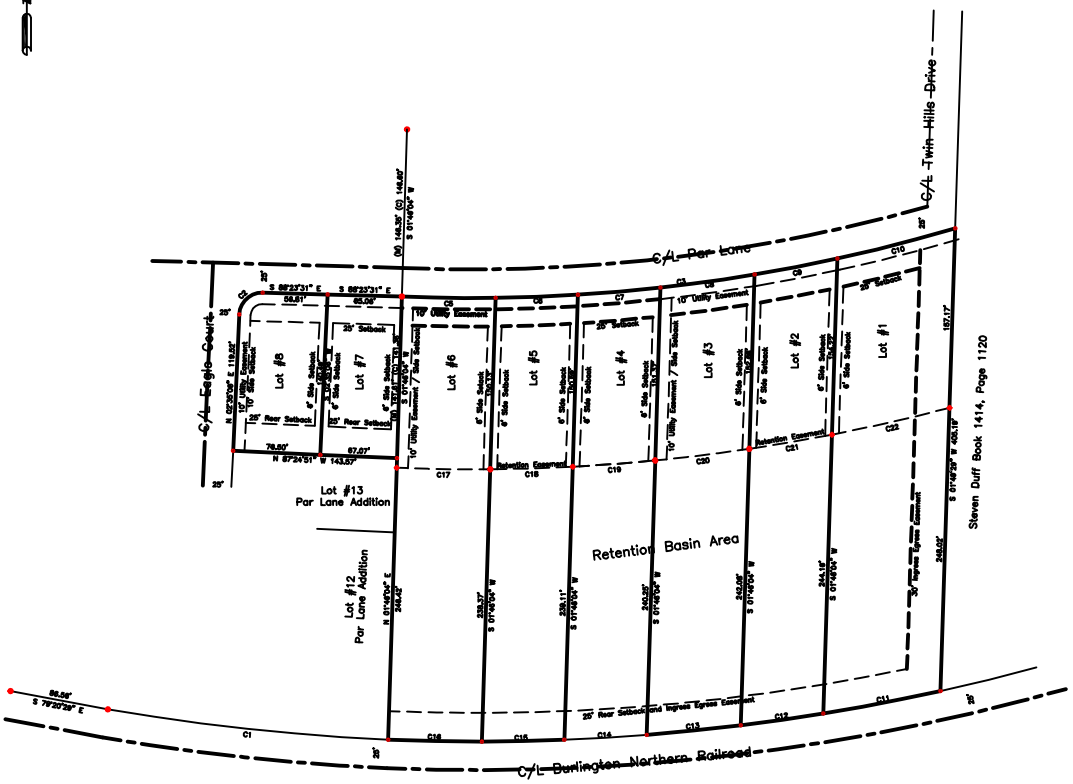
Y	N	
☑	☐	Location of boundary lines and reference to section or quarter-section lines
☑	☐	Legal description, complete with Section, Township, Range, principal meridian, county
☑	☐	Name and address of owner(s)
☑	☐	Name and address of subdivider(s)
☑	☐	Name of planner, engineer, landscape architect, or surveyor who prepared the preliminary plat
☑	☐	Scale of Plat, 1" = 100' or larger, north arrow, and date of preparation
☑	☐	Current zoning classification and proposed use of the area being platted
☑	☐	Location, width, and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks, and other public open spaces
☑	☐	Location of permanent buildings within and adjacent to the proposed subdivision
☐	☑	Location of existing sewers, water mains, gas mains, culverts, or other underground installations within and adjacent to the proposed subdivision with pipe size, sewer main material, manholes, grades, elevation, and location
☐	☑	Location of fire hydrants, streetlights, and sidewalks
☑	☐	Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land
☑	☐	Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines, and other significant physical features
☑	☐	Arrangement of lots and their approximate sizes
☑	☐	Location and width of proposed streets, alleys, pedestrian ways, and easements
☐	☑	General plan of sewage disposal, water supply, and utilities
☑	☐	Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use
☑	☐	Relationship to adjacent un-subdivided land
☑	☐	Approximate gradient of streets

Final Plat of

Par Lane 2nd Addition

To the City of Joplin, Jasper County, Missouri
Being a Replat of Lot Number Fourteen (14), in Par Lane Addition and a part of the Northeast Quarter of Section 18, Township 27, Range 33, Jasper County, Missouri

SCALE: One inch equals 50 feet.



DEDICATION:

Know all men by these presents that 4-State Builders, owners of Par Lane 2nd Addition, to the City of Joplin, Jasper County, Missouri, do hereby publish, declare, and acknowledge, the annexed plat thereof with Lots, Streets, and Easements as shown thereon and do hereby dedicate all streets and easements, as shown thereon to the public forever, and do hereby certify that the taxes for 20_____.

In witness whereof I have set my hand this _____ day of _____, 20_____.

_____ - President

_____ - Secretary / Treasurer

State of Missouri, County of Jasper, SS

Be it remembered that on this _____ Day of _____, 20____, before me, a Notary Public in and for said County and State, came _____, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the Day and year above written.

_____ SEAL

_____ NOTARY PUBLIC

My Commission Expires_____

CERTIFICATE OF APPROVAL:

This plat of Charlie Jane Addition, has been submitted to and approved by the Joplin Planning and Zoning Commission this _____ Day of _____, 20_____.

_____ CHAIRMAN

This plat of Charlie Jane Addition, including easements, and rights-of-way by the City Council has been submitted to and approved by the Joplin, City Council by Ordinance No. _____, to me duly passed and approved by the Mayor on the _____ Day of _____, 20_____, of Joplin, Missouri

_____ MAYOR

_____ City Clerk

_____ City Engineer

NOTE:

Approval of the plat does not obligate the City for any construction or maintenance cost for the Streets, or any expense connected with the development of the Addition.

State of Missouri, County of Jasper, SS

I, _____, City Clerk of Joplin, in said County, and State do hereby certify, that the attached Plat of Charlie Jane Addition to the City of Joplin, was filed with said City Joplin, was filed with said City for approval on this _____ Day of _____, 20_____, and that the same was approved by the City Council of the City of Joplin, by Ordinance No._____ duly passed and approved by the Mayor on the _____ Day of _____, 20____.

State of Missouri, County of Jasper, SS

I _____, Recorder of Deeds of said County, do hereby certify, that the within instrument of writing was, on the _____ Day of _____, A.D. 20____, at _____ O'Clock and _____ Minutes, A. M. Duly Filed For Record in this Office, and is Recorded in Records of this Office in Plat Book _____ at Page _____.
In Witness Whereof, I have hereunto set my hand and affixed my seal at Carthage, Missouri, on the Day and Year aforesaid.

PROPERTY DESCRIPTION:

A part of the North One-half (S½) of Section 18, Township 27, Range 33, Jasper County, Missouri and Lot Number Fourteen (14) in Par Lane Addition to the City of Joplin, Jasper County, Missouri being more particularly described as Follows: Commencing at the Southeast Corner of Lot Number Thirteen (13) in Crest View Subdivision 2nd Addition, Thence along the North Right-of-way line of the Burlington Northern Railroad South 79 Degrees, 20 Minutes, 39 Seconds East 86.06 Feet, Thence continuing along said North Right-of-way line along a curve to the left having a Radius of 1393.72 Feet and an Arc Length of 217.02 Feet and a Chord Bearing and Distance of South 83 Degrees, 58 Minutes, 23 Seconds East 216.80 Feet to the Southeast Corner of Lot Number Eleven (11) in Par Lane Addition said point being the Point of Beginning, Thence North 01 Degrees, 46 Minutes, 54 Seconds East along the East line of Par Lane Addition 246.48 Feet to the Southeast Corner of Lot Number Fourteen (14) in Par Lane Addition, Thence North 87 Degrees, 54 Minutes, 51 Seconds West along the South line of said Lot Fourteen (14) 143.57 Feet to the Southwest Corner of said Lot Fourteen (14) , Thence North 02 Degrees, 23 Minutes, 05 Seconds East 119.92 Feet, Thence along a curve to the right having a Radius of 25.00 Feet and an Arc Length of 25.11 Feet and a Chord South East Bearing and Distance of North 47 Degrees, 09 Minutes, 39 Seconds East 24.07 Feet, Thence South 88 Degrees, 23 Minutes, 31 Seconds East 121.87 Feet to the Northwest Corner of said Lot Number Fourteen (14), Thence along the South line of Par Lane along a curve to the Left having a Radius of 1453.69 Feet and an Arc Length of 418.23 Feet with a Chord Bearing and Distance of North 82 Degrees, 28 Minutes, 57 Seconds East 416.83 Feet, Thence South 01 Degrees, 49 Minutes, 29 Seconds West 485.19 Feet to the North Right-of-way line of the Burlington Northern Railroad, Thence along said North Right-of-way line along a Non-tangent Curve to the Right having a Radius of 1882.65 Feet and an Arc Length of 486.66 Feet with a Chord Bearing and Distance of South 84 Degrees, 39 Minutes, 11 Seconds West 485.36 Feet to the Point of Beginning, Containing 4.85 acres more or less.

BASIS OF BEARINGS:

The West line of Par Lane 2nd Addition in Section 18, Township 27, Range 33, taken as North 01 Degrees, 46 Minutes, 54 Seconds East as per Missouri West NAD83 as per Nobel GPS Network.

Source Deed:

4-State Builders Book 2634, Page 273 & Jordan Chapman Book 2561, Page 294

Flood Information:

This property falls in FEMA Identified Zone X Areas determined to be outside the 0.2% annual chance floodplain, Area of Minimal Flood Hazard as shown on Community Panel 29097C0285E, Dated November 2nd, 2018. Please Note that the accuracy of the Flood Hazard Data is subject to Map Scale uncertainty and to any other uncertainty in location or elevation on the above referenced FEMA Map.

NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

½" iron pins set at all property corners unless noted.

All utilities and contours shown are from the City of Joplin GIS Data.

Property Owner/Subdivider: 4-State Builders 1250 Briarbrook Drive Suite E Carl Junction, Missouri 64834

Surveyor: Stewart and Neece Land Surveying, (Rodney C. Neece) 1201 East 15th Street Joplin, Mo.

Zoning Classification: R-1

Building Setbacks:
Front Setback 25.0'
Side Setback 6.0' (Unless Noted)
Rear Setback 25.00'

Lot Area:
Lot 1 - 40997.3 SQ. FT.
Lot 2 - 28547.9 SQ. FT.
Lot 3 - 28,534.4 SQ. FT.
Lot 4 - 28822.9 SQ. FT.
Lot 5 - 29810.0 SQ. FT.
Lot 6 - 31828.6 SQ. FT.
Lot 7 - 92310.2 SQ. FT.
Lot 8 - 196148 SQ. FT.

Symbol Legend
½" Iron Pin Set
½" Iron Pin Set On Easement Line)
½" Iron Pin Found

Survey Line	Length	Curve	Radius	Arc Length	Chord Bearing	Chord Length
L1	86.06'	C1	1393.72'	217.02'	S 83°58'23" E	216.80'
L2	143.57'	C2	25.00'	25.11'	S 47°09'39" E	24.07'
L3	119.92'	C3	1453.69'	418.23'	N 82°28'57" E	416.83'
L4	121.87'	C4	1453.69'	68.43'	N 88°23'31" E	68.43'
L5	485.19'	C5	1453.69'	349.80'	N 80°39'46" E	349.01'
L6	1882.65'	C6	1882.65'	486.66'	S 84°39'11" W	485.36'
L7	246.48'	C7	1882.65'	68.43'	S 88°23'31" W	68.43'
L8	1882.65'	C8	1882.65'	68.43'	S 88°23'31" E	68.43'
L9	1882.65'	C9	1882.65'	68.43'	S 88°23'31" E	68.43'
L10	1882.65'	C10	1882.65'	68.43'	S 88°23'31" E	68.43'
L11	1882.65'	C11	1882.65'	68.43'	S 88°23'31" E	68.43'
L12	1882.65'	C12	1882.65'	68.43'	S 88°23'31" E	68.43'
L13	1882.65'	C13	1882.65'	68.43'	S 88°23'31" E	68.43'
L14	1882.65'	C14	1882.65'	68.43'	S 88°23'31" E	68.43'
L15	1882.65'	C15	1882.65'	68.43'	S 88°23'31" E	68.43'
L16	1882.65'	C16	1882.65'	68.43'	S 88°23'31" E	68.43'
L17	1882.65'	C17	1882.65'	68.43'	S 88°23'31" E	68.43'
L18	1882.65'	C18	1882.65'	68.43'	S 88°23'31" E	68.43'
L19	1882.65'	C19	1882.65'	68.43'	S 88°23'31" E	68.43'
L20	1882.65'	C20	1882.65'	68.43'	S 88°23'31" E	68.43'
L21	1882.65'	C21	1882.65'	68.43'	S 88°23'31" E	68.43'
L22	1882.65'	C22	1882.65'	68.43'	S 88°23'31" E	68.43'
L23	1882.65'	C23	1882.65'	68.43'	S 88°23'31" E	68.43'
L24	1882.65'	C24	1882.65'	68.43'	S 88°23'31" E	68.43'
L25	1882.65'	C25	1882.65'	68.43'	S 88°23'31" E	68.43'
L26	1882.65'	C26	1882.65'	68.43'	S 88°23'31" E	68.43'
L27	1882.65'	C27	1882.65'	68.43'	S 88°23'31" E	68.43'
L28	1882.65'	C28	1882.65'	68.43'	S 88°23'31" E	68.43'
L29	1882.65'	C29	1882.65'	68.43'	S 88°23'31" E	68.43'
L30	1882.65'	C30	1882.65'	68.43'	S 88°23'31" E	68.43'
L31	1882.65'	C31	1882.65'	68.43'	S 88°23'31" E	68.43'
L32	1882.65'	C32	1882.65'	68.43'	S 88°23'31" E	68.43'
L33	1882.65'	C33	1882.65'	68.43'	S 88°23'31" E	68.43'
L34	1882.65'	C34	1882.65'	68.43'	S 88°23'31" E	68.43'
L35	1882.65'	C35	1882.65'	68.43'	S 88°23'31" E	68.43'
L36	1882.65'	C36	1882.65'	68.43'	S 88°23'31" E	68.43'
L37	1882.65'	C37	1882.65'	68.43'	S 88°23'31" E	68.43'
L38	1882.65'	C38	1882.65'	68.43'	S 88°23'31" E	68.43'
L39	1882.65'	C39	1882.65'	68.43'	S 88°23'31" E	68.43'
L40	1882.65'	C40	1882.65'	68.43'	S 88°23'31" E	68.43'
L41	1882.65'	C41	1882.65'	68.43'	S 88°23'31" E	68.43'
L42	1882.65'	C42	1882.65'	68.43'	S 88°23'31" E	68.43'

SURVEYOR'S CERTIFICATE:

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

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone 417-624-6321 Fax 417-624-6363

Final Plat For:
4-State Builders

DRAWN: Aligood	DATE: 6-29-22	ADDRESS: Par Lane Joplin, Missouri
APPROVED: RCN	8/1/19 10-27-22	
SCALE: 1"=50'	FILE NAME: ParLane2nd	CERT OF AUTHORITY: LSC-2019012803

Case 007-23: Review Final Plat

Property located West of S. Twin Hills Dr. and South of W. Par Ln. -A request to review a final plat-4 State Builders.

Blake Onstot, 720 Harley Circle, Carl Junction, Missouri. Mr. Onstot made the comment the presentation of the preliminary plat will reflect the presentation of the final plat.

Mr. Kimble asked if there were any questions for the Commission on Case 007-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 007-23.

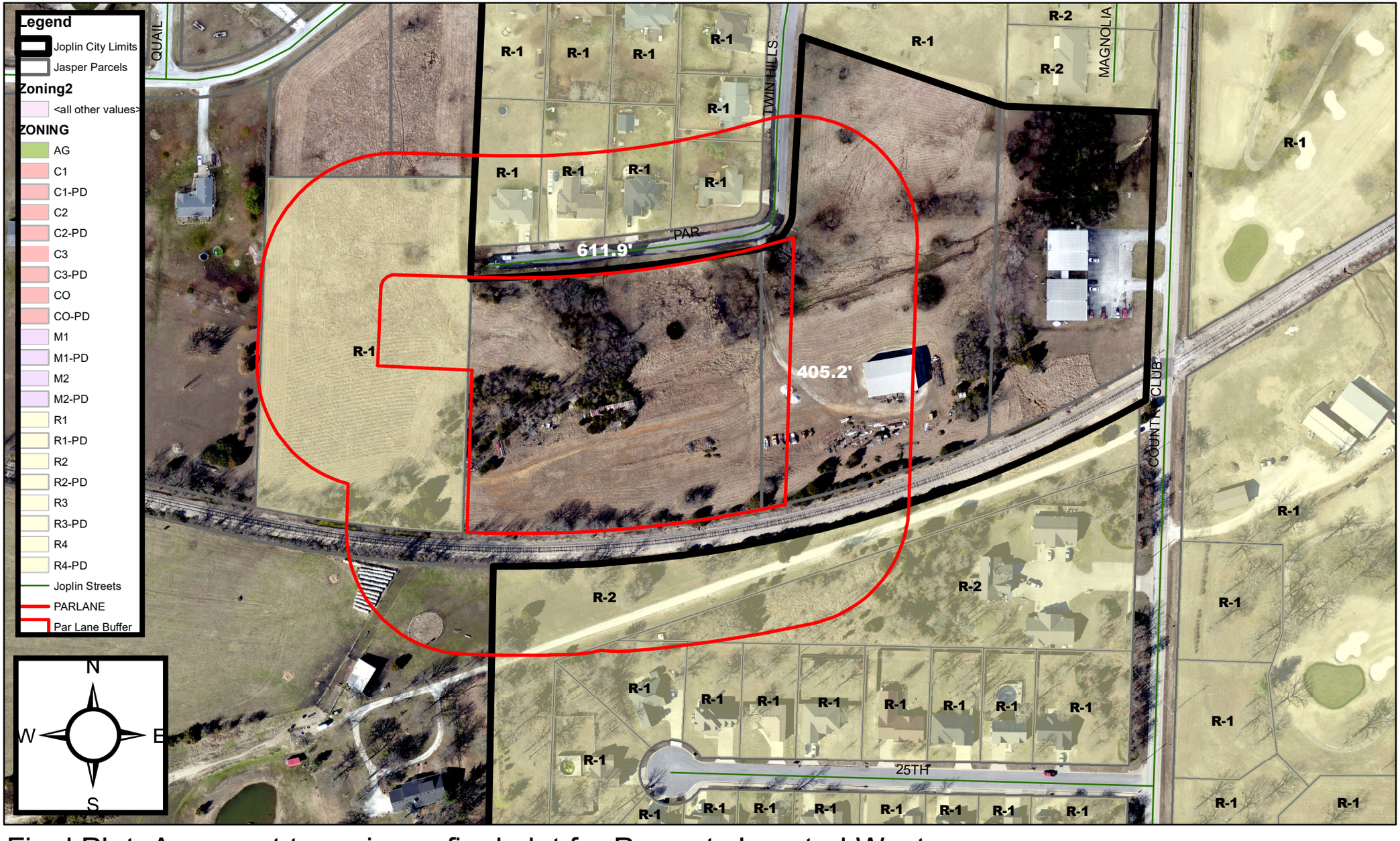
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 007-23.

There were none.

MR. JACKSON MOVED THAT CASE 007-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 007-23 - Final Plat



Final Plat- A request to review a final plat for Property Located West of S Twin Hills Dr and South of W Par Ln – 4 State Builders

0 70 140 280 420 560 Feet

P & Z Case 007-23
4 State Builders
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-258 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par Ln, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at property West of S Twin Hills Dr and South of W Par Lane, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

A PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, AND LOT NUMBER FOURTEEN (14) IN PAR LANE ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13) IN CREST VIEW SUBDIVISION 2ND ADDITION, THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD SOUTH 79 DEGREES, 20 MINUTES, 29 SECONDS EAST 86.56 FEET, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1991.72 FEET AND AN ARC LENGTH OF 247.02 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES, 50 MINUTES, 23 SECONDS EAST 246.86 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER ELEVEN (11) IN PAR LANE ADDITION SAID POINT BEING THE PINT OF BEGINNING, THENCE NORTH 01 DEGREES, 46 MINUTES, 04 SECONDS EAST ALONG THE EAST LINE OF PAR LANE ADDITION 246.42 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER (14) IN PAR LANE ADDITION, THENCE NORTH 87 DEGREES, 24 MINUTES, 51 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT FOURTEEN (14) 143.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14) , THENCE NORTH 02 DEGREES, 35 MINUTES, 06 SECONDS EAST 119.52 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES, 09 MINUTES, 20 SECONDS EAST 29.07 FEET, THENCE SOUTH 88 DEGREES, 23 MINUTES, 31 SECONDS EAST 121.87 FEET TO THE NORTHEAST CORNER OF SAID LOT NUMBER (14), THENCE ALONG THE SOUTH LINE OF PAR LANE ALONGA A CURVE TO THE LEFT HAVING A RADIUS OF 1493.80 FEET AND A N ARC LENGTH OF 490.23 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES, 58 MINUTES, 27 SECONDS EAST 488.03 FEET, THENCE SOUTH 01 DEGREES, 49 MINUTES, 29 SECONDS WEST 405.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS

OF 1880.05 FEET AND AN ARC LENGTH OF 486.66 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES, 58 MINUTES, 11 SECONDS WEST 485.30 FEET TO THE POINT OF BEGINNING CIONTAINING 4.81 ACRES MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-450 – Purchase agreement between the City of Joplin and TriVan Truck Body, for the purchase of (1) Mercedes Sprinter and upfitting to serve as a medical services vehicle and containing a contingency clause.

MEETING DATE
February 06, 2023

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2023-450 Council Bill; CB2023-450 Supplemental Item Bid Tabulation; CB2023-450 Supplemental Item "Exhibit A" Quotation; CB2023-450 Supplemental Item Health Vehicle Bid Package

REVIEWED BY
Director of Health: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is a purchase agreement by and between the City of Joplin and TriVan Truck Body, LLC, a Washington Limited Liability Company, for the purchase of (1) one Mercedes Sprinter to provide mobile medical services within the City of Joplin. The total purchase price is One Hundred Thirty-Four Thousand, Thirteen Dollars, no Cents, ($134,013.00).

BACKGROUND
Staff conducted a formal bid opening on January 03, 2023, for the purchase of a mobile medical services vehicle for immunizations and other medical services. Six bids were received and included in the bid tabulation. The lowest priced bid was not accepted due to an incomplete bid package and a vehicle that did not meet the bid specifications. The next lowest bid was selected, submitted by TriVan Truck body in the amount of $134,013.00. Purchase of vehicle is contingent on the City of Joplin, Missouri, being awarded an extension of its Epidemiology and Laboratory Capacity Enhancing Detection (ELC-ED) expansion contract from the State of Missouri to or beyond March 31, 2024. The Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Extension Contract will reimburse 100% of the cost of the vehicle. No local match is required.

FUNDING SOURCE
ELC-ED Contract MODHSS

RECOMMENDATION
City staff recommends adoption of the Council Bill.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2023-01 BID ITEM DESCRIPTION Health Vehicle BID

BID OPENING DEADLINE: 01-23-23 at 10:30 AM DEPARTMENT: Health

REQUISITION NUMBER: DATE & TIME OPENED: 01/03/2023 10:30 AM

OPENED BY: Ryan Talken WITNESSED BY Devin Blankenship

VENDOR NAME	DATE RECEIVED	BID # 012023-01	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT	
FARBER Specialty	1/3/23	# 1			$ ~~253~~ 958.00	10:30
Global Emergency Vehicle	12/30/22	# 2			$ 120,750.00	10:31
TREVAN TRUCK	12/30/22	# 3		N	$ 134,013.00	10:32
Rodney Lunsford Wakarusa Coach Company	12/30/22	# 4			$ 239,389.00	10:33
Bearing Ventures Chef Units	12/30/22	# 5			$ 135,053.17	10:36
mathews specialty Vehicles	12/27/22	# 6			$ 157,898.00	10:37

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

TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
12/16/2022	9801

Name / Address	Ship To
City of Joplin, Missouri 321 East Fourth Street Joplin, MO 64801	321 East Fourth Street Joplin, MO 64801

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	3/31/2023	CGH		Joplin, MO	

Item	Description
DESCRIPTION	NOTES: This quotation refers to the bid entitled "#2023-01, HEALTH VEHICLE BID, 10:30 A.M. Tuesday, Jan 03, 2023". It describes the purchase of a Mercedes Sprinter chassis, and upfitting of this chassis, with delivery. No stabilizing jacks required. No down payment required, terms are NET 30. City of Joplin employees are welcome to come by TriVan Truck Body's plant at any time; before, during or after production of van. Delivery is included in this quotation. Graphics are included in this quotation. Firm delivery date of completed unit to City of Joplin is March 31, 2024 at the latest.
DESCRIPTION	DESCRIPTION: Vehicle to be used by the City of Joplin's Health Department to provide mobile medical services. TriVan Truck Body will provide the chassis, complete upfitting and delivery of the van. Upfit to include insulation of interior with 1" of spray-foam urethane insulation. Full interior will be lined in hospital-white painted aluminum lining. 2 room design achieved by separating forward cab area and rear patient care area by a partition wall with sliding window. Rear patient care area to have a fold-down table, 2 jump seats for medical staff and/or patient. On-board handwash station is to be in this rear patient care area. Generator required. Includes an electrical service panel, electrical outlets with USB, 15 amp shore panel inlet (weatherproof), and 2000W inverter system (with 2 auxiliary battery to run interior lighting if vehicle is turned off). 12V LED interior lighting on ceiling, with switches inside. Includes exterior scene lighting at the passenger side of the van. The included auxiliary battery will have a recharge circuit to charge while the engine is running, or when the shore inlet is plugged in. Flooring is plywood, overlayed with spray-on black bed liner to allow for easy washout/cleanout and overall cleanliness. All interior outlets are powered by the inverter and include built-in USB charge ports. Vehicle will be delivered, with weight slip and all manufacturer documentation and warranty information, to the City of Joplin, Missouri.
CHASSIS	CHASSIS: TriVan Truck Body-supplied 2023 Mercedes Sprinter, 144wb, high roof, 3/4 ton, white, with backup camera.

Subtotal	
Sales Tax (0.0%)	
Total	

TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
12/16/2022	9801

Name / Address	Ship To
City of Joplin, Missouri 321 East Fourth Street Joplin, MO 64801	321 East Fourth Street Joplin, MO 64801

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	3/31/2023	CGH		Joplin, MO	

Item	Description
UPFITTING BY...	MERCEDES SPRINTER VAN PREP: TriVan to prep van for pre-wiring, prep for interior lining & provide anchor points for installation of partitions & counters, etc. Includes removal of cab area headliner to run all necessary lines & wiring. All interior LED lights to be switched in each individual room plus a master power cutoff switch in cab.
INSULATION	INSULATION: 1" urethane spray-foam insulation in walls and ceiling of Sprinter van, as space allows. No insulation sprayed in rear doors or side slider door.. Styrofoam or pink-foam as required.This is a closed cell, non-settling type foam that provides R6 insulation.
LINING	INTERIOR LINING: WALL & CEILING Full interior walls and ceiling to be lined in 14ga aluminum, prepainted white. Rear doors and slider side door are not lined. All paneling is professionally installed by TriVan using removable fasteners, and will follow the tapering contours of the Sprinter van interior. All interior lining also includes aluminum trim work between wall/ceiling joints.
PARTITIONS	PARTITIONS: 1 aluminum solid partition separates the cab seating area from the cargo area. It includes (1) slider window to cab.
FLOORING	FLOORING: Full flooring of van is sprayed in black Durabed anti-skid bedliner (applied over top of a 3/4" plywood subfloor that is added by TriVan) Includes spraying approximately 10-12" up the side walls as well.
SEATING	SEATING: JUMP SEATS: Supply & install (2) wall-mounted spring-loaded jump seat (no seat belt) in the rear patient care area. One of the seats is to be installed on the rear-facing side of the cab partition wall (close to the slider door). The second seat is to be installed on the driver side wall. These seats spring load up flat against the wall when not in use.

Subtotal	
Sales Tax (0.0%)	
Total	

TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
12/16/2022	9801

Name / Address	Ship To
City of Joplin, Missouri 321 East Fourth Street Joplin, MO 64801	321 East Fourth Street Joplin, MO 64801

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	3/31/2023	CGH		Joplin, MO	

Item	Description
SINK STATION	"LAB SINK" PACKAGE: Includes Stainless Steel handwashing sink mounted in countertop - with spring loaded HOT & COLD faucets Includes 5 gallon fresh water tank (blue polyethylene container) Includes 5 gallon grey water tank (blue polyethylene container) 12V Shurflo Water Pump - with manual ON/OFF switch located on wall above sink 110VAC Instant Water Heater PEX Plumbing Includes all connections / fittings / straps / etc
HVAC	AIR CONDITIONING: Supply and install (1) 13500 BTU roof-mount AC unit.
HEATING	HEATING: Supply and install (1) wall-mounted 1000W electric fan with adjustable speed fan.
110V 12V ELE...	COMBINATION 12V/110V ELECTRICAL PACKAGE: Includes the following: ~ Service Panel (Blue Sea Systems 12V/110V panel with backlit rocker style circuit breakers or equivalent) ~ (2) 12VDC Group 31 AGM Batteries with tie-down provisions and recharge circuit. ~ manual master disconnect switch near driver's seat (cuts off all power draw downstream from the house batteries) ~ SurePower Battery Separator connection to chassis batteries (SP-1314-200) ~ all cable / connectors / straps / loom. ~ Samlex 2000 Watt modified Sine Wave Inverter (Sam-2000-12) ~ automatic Transfer Switch as necessary. ~ Samlex Battery Charger (SEC-1215UL) (or C-TEC battery charger (PN 56-353)) ~ 15A Shorepower Plug to suit (including RV style pigtail adaptor cord) Included - located on roadside exterior wall. Includes power cable. ~ (6) 110V duplex plugs with built-in USB charge ports ~ (6) Maxxima (model M84416) LED ceiling lights with switch at side entry door

Subtotal	
Sales Tax (0.0%)	
Total	

TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
12/16/2022	9801

Name / Address	Ship To
City of Joplin, Missouri 321 East Fourth Street Joplin, MO 64801	321 East Fourth Street Joplin, MO 64801

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	3/31/2023	CGH		Joplin, MO	

Item	Description
GENERATOR	GENERATOR: Supply a Honda 2200-Watt Remote Stop/Recoil Start Bluetooth Super Quiet Gasoline Powered Inverter Generator with Advanced CO Shutdown (Model EU2200i). To be located on driver side wall on floor.
FRIDGE	MEDICAL REFRIGERATOR/FREEZER: Supply and install a medical, pharmacy/vaccine refrigerator and freezer, CliniCool Silver Series Prime 9 cu. Ft. Item#: LHP-9-RFCG-PH or equivalent. To be installed against the roadside wall.
12V ELECTRI...	12V ELECTRICAL: OUTSIDE LIGHTING: Supply & install (4) Whelen PELCC LED exterior scene lights: 2 on rear of van, 2 on passenger side exterior. All lights switched in cab, with master cut off switch in cab
POWER AWNI...	POWER AWNING: Supply & install (1) power awning, to span the width of the passenger side wall, on the Sprinter van's roof. Model CareFree or Fiamma. This awning will have a switch at the side slider door. Includes winD-sensor and auto-retract safety feature.
GRABHANDLE...	SIDE ENTRY GRAB HANDLE: Supply & install (1) firetruck style grab handle with end-stanchions and rubber grip insert on the right hand of the side entry door.
DECALS	GRAPHICS: Graphics are included in this quotation.
PAINT	PAINT: All lining (walls & ceiling), ceiling liner & partition is to be painted white.
DELIVERY	DELIVERY: Completed van is drive-delivered to Joplin, MO with a weight slip. MANUALS & DOCUMENTATION: Vehicle is delivered with a full operator's manual and all OEM manuals included (HVAC, lighting, Blue Sea, Mercedes, etc). Also any warranty information.

Subtotal	
Sales Tax (0.0%)	
Total	

TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
12/16/2022	9801

Name / Address	Ship To
City of Joplin, Missouri 321 East Fourth Street Joplin, MO 64801	321 East Fourth Street Joplin, MO 64801

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
	Net 30	3/31/2023	CGH		Joplin, MO	

Item	Description
DESIGN DRA...	DESIGN DRAWINGS: AutoCad design drawings shall be provided for customer approval prior to manufacture

Subtotal	USD 134,013.00
Sales Tax (0.0%)	USD 0.00
Total	USD 134,013.00

BID PACKAGE

#2023-01

HEALTH VEHICLE BID

for

(1) MOBILE MEDICAL SERVICES VEHICLE

HEALTH DEPARTMENT
321 East Fourth
JOPLIN, MO 64801

(417) 623-6122

REQUEST FOR BIDS

The City of Joplin, Missouri will accept sealed bids until 10:30 A.M., Tuesday January 3, 2023, at the Health Department offices located at 321 East Fourth Street, Joplin, Missouri, 64801 for the following:

(1) MOBILE MEDICAL SERVICES VEHICLE

Specifications and bid forms are available from Ryan Talken, Director at 417-623-6122. Any bids received after the specified deadline will be returned to the vendor.

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

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

Ryan Talken,
Public Health Director
Publication Date: ***Wednesday, December 14, 2022***

INSTRUCTIONS FOR BIDS

The City of Joplin, Missouri bids to PURCHASE the following:

(1) MOBILE MEDICAL SERVICES VEHICLE

All Bids shall have firm-fixed F.O.B. Joplin; Missouri, 64801 price and shall be honored for a minimum of ninety (90) days following the bid opening.

Vehicle should be delivered completed and fully built to the agreed upon specifications to the City of Joplin Health Department, located at 321 East Fourth Street, Joplin, Missouri 64801 no later than March 31, 2024.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this proposal document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform, as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be included with the bid. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

MARK PROPOSAL ENVELOPES: "#**2023-01, HEALTH VEHICLE BID, 10:30 A.M. Tuesday, Jan 03, 2023"**

Questions concerning the specifications and bidding procedures should be directed to Ryan Talken, Health Director at 417-623-6122, or mailed to Joplin Health Department, 321 East Fourth Street, Joplin, MO, 64801.

MEDICAL SERVICES VEHICLE
TYPE VEHICLE SPECIFICATIONS

The intent of these general specifications are to establish the minimum performance standards for a mobile medical vehicle suitable for administering Covid-19 vaccinations and testing and will be manufactured, structured and assembled by using best quality materials, components and workmanship in accordance with sound engineering principles and manufacturing practices to provide safe and reliable highway and city transportation for the administration of medical services.

The basic vehicle, both chassis and body, must be a current year factory production.

Unless otherwise stated in the specifications, all equipment and options that are normally provided as standard by the OEM shall be provided by the Vendor whether or not included in the specifications. If any specification requirement has been updated by the OEM manufacturer, Vendor or third-party equipment provider the Vendor shall identify the updated equipment and request approval under "approved equal" requirements.

All manufacturing modifications, equipment, devices, materials, warranties, miscellaneous items, etc. which the manufacturer customarily and routinely applies to the vehicle shall be included. No advantage shall be taken by the manufacturer in the omission of any part or detail, which goes to make the vehicle complete and ready for service, even though such parts or detail are not mentioned in these specifications. All equipment provided must meet or exceed State and Federal requirements applicable to the equipment. All parts not specifically mentioned which are necessary in order to provide a complete vehicle, shall, at a minimum, conform in strength, quality of material and workmanship to what is provided by the automotive industry generally.

Where a name brand or other requirement is identified in the specification that is perceived by the industry to limit available competition, the Vendor may request that an "approved equal" be provided. Requests for "approved equal" shall be made to the City of Joplin prior to bid submittal in adequate time for the agency to review the request and respond within the timeframe set out for questions in the bid documents. Request for "approved equal" shall be supported by documentation, verified test results and any available information relating to product life and maintenance and repair costs in addition to documentation that product complies with all federal, state, local and industry requirements.

The City of Joplin reserves the right to conduct in-plant inspections.

1. Chassis types - Such as the following: Ford Transit, Mercedes Sprinter or similar.
2. Overall Vehicle Length shall <u>not exceed 23 feet</u>.
3. Include schematic of floor plan and vehicle dimensions. Include interior finish schedules, cabinetry or storage, seating, counter tops.
4. Indicate down payment terms in bid documents.

5. Indicate build time to delivery in bid document from the time a contract is signed.
6. NOTE build must be completed and delivered by no later than March 31, 2024.
7. Bidder must be willing to accept in the event that vehicle is not 100% completed and delivered by March 31, 2024, that any down payment money will be promptly re-imbursed and the contract is void.
8. Indicate delivery cost as line item in bid to the City of Joplin, Missouri 321 East Fourth Street, Joplin Missouri 64801.
9. An exterior graphics package customizable to the City of Joplin Health Department logo is highly preferred. Indicate if this an option and include as a line item in bid.
10. The vehicle will have a minimum of one seat suitable for a patient to safely sit while receiving medical services such as vaccinations located in the patient care area of the vehicle. Acceptable seating options would include options such as permanently secured bench style seating, blood draw / phlebotomy style chair. Indicate type and location of seating.
11. Body Interior Construction - The inner construction must be made of smooth and easily cleanable surfaces in patient care area. Indicate floor, wall, and ceiling material type.
12. Interior height shall be minimum of 70".
13. An exterior awning shall be provided. A power awning is preferred indicate size and type (manual or power) of exterior awning in bid.
14. Indicate number and type (manual or electric) of stabilizing jacks.
15. Back up camera shall be included.
16. Handwash sink preferred. Indicate type such as built in or portable and holding tank capacities
17. Indicate type, number and location of electronic and electrical ports including USB, Cat 6 and 110 electrical outlets.
18. A minimum of one medical grade refrigerator shall be included. Appliance shall be AC/DC compressor operated. Indicate the brand and size of unit.
19. A freezer for the storage of vaccine is preferred. This may be incorporated into the refrigeration unit. Indicate if freezer is included, brand and size.
20. Indicate generator size, type (alternator driven or external unit) and location.
21. Include electrical cord for use when connected to shore power.
22. Vehicle must have a shore power option that powers the unit including refrigeration, lighting and HVAC when connected.
23. Vehicle shall have both interior cabin and cargo area lighting. Lighting intensity shall be suitable to provide medical services in nighttime or lowlight conditions.
24. Vehicle shall have exterior lighting illuminating the entrance and exits including the area under the exterior awning. Light intensity shall be suitable to provide medical services in nighttime or lowlight conditions.
25. Indicate number of auxiliary batteries included.
26. Body Exterior, Construction - The materials used and the assembly method of the roof, side panels, and floor will be the manufacturer's standard construction, uniformly connected, lapped and sealed providing a weather and dust proof body. Drip rails shall be installed above all doors to prevent water leakage into the vehicle.

27. Headliner - Shall be full length for driver and passenger area. This headliner shall have longitudinal and cross member supports where needed to prevent flexing and vibrations.
28. Insulation - The interior dash firewall, lower panels, doors, floor, sidewalls, roof headliner and etc. shall be insulated. Insulation shall be adequate to provide four season comfort with the use of hvac in the cabin and cargo areas of the vehicle.
29. A grab rail or handles shall be installed to the left or right of the side entrance door within easy reach of boarding passengers to discourage the use of a door opening device for support when boarding.
30. A stepwell light shall be provided and automatically operated by door control.
31. All doors shall be weather stripped to provide a water and airtight seal. The door edge seals will be the over-lapping type to provide maximum sealing ability. The door openings shall be structurally reinforced to have the same structural integrity as the body.
32. Security System – A security system is preferred to indicate whether the bid includes security alarm.
33. Air Conditioning, Heating, Defrosting and Cooling - Front and Rear
34. Heating and Defrosting - The heating system shall consist of front units to provide heat in the driver's, the entranceway and surrounding area. And provide for comfort in the rear compartment. The unit shall be powered by the vehicle engine, shore power or by a generator. Specify size in BTU's and power source of the heating unit.
35. Cooling - The system shall be powered by the vehicle engine, shore power or by a generator. The cooling system to provide comfort in the rear compartment shall be adequately sized to cool the medical services area and drivers cabin area of the vehicle. Specify size in BTU's and power source of air conditioning unit.
36. Chassis manufacturer's optional front air conditioning shall be included.
37. Chassis and Body - Requirements and Performance
    The chassis, fully loaded and equipped body, must provide proper weight distribution. The front and rear weights must not exceed the chassis manufacturer' gross axle weight rating.
38. Front Section, Exterior - Shall have manufacturer's standard grill; grill frame, lamp moldings, etc.
39. Front Section, Interior - Shall have all items regularly furnished as standard by the manufacturer.
40. Color- exterior shall be noted on bid, the preferred color is <u>white.</u>
41. Lights and Signals-all interior and exterior lights will be of LED design.
42. Exterior - High and low beam headlights, parking, tail, stop, backup, front and side marker lights or reflectors, license plate, hazard warning flashers and directional signals. Stop, tail, and turn lights will be LED design. OEM headlights without LED design are acceptable.
43. Interior - Instrument panel, front and rear overhead lights, and all doors.
44. All interior lights shall be adequately recessed so as to not be a hazard to occupants. Interior light fixtures shall be operable with or without engine running.
45. Instrument Panel and Instruments - Standard panel with gauge instrumentation for fuel, engine temperature, oil pressure, alternator, speedometer and odometer.

46. A minimum of an AM-FM radio system.
47. Engine – Indicate engine specifications
48. Transmission – Automatic
49. Steering – Power steering.
50. Tires will be mounted so air pressure can be easily checked on all tires.
51. Safety Equipment - New unit to have all the latest standard safety equipment required by laws and regulations.
52. Bidder will supply a vehicle that meets all Federal Motor Carrier safety Regulations.
53. Exceptions to specifications must be clearly noted and included with your bid for consideration.

The following shall be furnished and included with your bid:

All bidders shall describe and furnish a complete detailed listing of the vehicle, requested drawings and modifications of the equipment they propose to furnish.
A detailed drawing, showing interior floor plan, dimensions and seating arrangements shall be included.
A detailed drawing of vehicle exterior or photos of similar vehicle shall be included with bid.
Certification that vehicle meets all Federal Motor Carrier Safety Regulations.
A guarantee that the chassis manufacturer's warranty will be in effect at the time of delivery and acceptance. (36 months, 36,000 mile minimum)
A copy of the manufacturer’s bumper to bumper warranty as well as copies of all major components. (heating and cooling assemblies, engine, transmission, wheelchair lift and alternator) Warranty terms on these components to be a minimum of 2 years, or 24,000 miles.
Descriptive literature and detailed specifications for lift system if included in bid.
Description of air-conditioning, heating and defrosting system and BTU output.
Certification of adequacy of heating and cooling systems.

To be furnished with each vehicle at time of delivery
1. Copy of the operator's manual for the basic chassis and other systems.
2. Copy of the parts book and maintenance manual for add on equipment used in modification.
A SCHEMATIC OF ANY INSTALLED WIRING SHALL BE FURNISHED WITH EACH VEHICLE

CITY OF JOPLIN

Medical Services Vehicle BID FORM

DESCRIPTION:

Manufacturer: _____

Model: _____Year:_____

Fuel Type:_____

BID PRICE/DELIVERED PER VEHICLE

$_____

F.O.B. JOPLIN, MISSOURI

COMPLETION TIME AFTER RECEIPT OF ORDER: _____DAYS

COMPANY_____

ADDRESS_____

_____

SIGNATURE_____

TELEPHONE_____

EMAIL_____

MBE_____WBE_____

MARK BID ENVELOPE: **"BID #2023-01 HEALTH VEHICLE BID 10:30 A.M., TUESDAY, JANUARY 03, 2023"**

COUNCIL BILL NO. 2023-450 ORDINANCE NO.

AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause.

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

Section 1. That the purchase order of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, in the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00), 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be and the same is hereby amended by increasing revenue and appropriations by the total amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00).

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

Section 5. That this Ordinance is contingent on the City of Joplin, Missouri, being awarded an extension of its Epidemiology and Laboratory Capacity Enhancing Detection (ELC-ED) expansion contract from the State of Missouri to or beyond March 31, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2023-601. This Council Bill approves the Agreement between Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for conducting a Tourism Venue Needs Assessment of the Joplin tourism market

MEETING DATE:
Tuesday, January 17, 2023

ORIGINATING DEPARTMENT:
Convention & Visitors Bureau

ATTACHMENTS:
CB 2023-601 Ordinance; Exhibit A: Request for Proposal 2022-RFP-16: Joplin Tourism Venue Needs Assessment; Exhibit B: Agreement between CSL & COJ; Bid Tabulation; CVBAB August 2020 Minutes

REVIEWED BY:
Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:
This Council Bill authorizes an agreement between Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00).

BACKGROUND:
An assessment of the impact, opportunities, and prioritized needs of the tourism venues within the Joplin regional tourism market has never been completed in the 33-year history of the City of Joplin's engagement in tourism marketing.

This project seeks to conduct a Tourism Venue Needs Assessment of the Joplin regional tourism market, focusing primarily on the existing and potential impact of all forms of Group Travel.

To positively impact growth across all revenue streams, the assessment should consider how a higher number of guests will enhance room nights within the Joplin hotel market and amplify the use of Joplin restaurants and retail businesses.

At a minimum, the assessment will answer these questions:

What does the market currently do well with the existing assets?

What versatility should be considered to expand the use of existing assets?

What additional business could the market attract with the existing assets?

What additional business could the market attract by adding a tourism venue?

What type of group travel should the market avoid?

What types of tourism venues should be developed to increase business within the market? This should be a progressive, prioritized list of projects with supporting economic reasoning.

What is the best method for funding and sustaining any new tourism venues?

What coming trends should the market consider taking advantage of?

Detail the sports and recreation impact of the market.

Short-term and long-term impacts, and factor in seasonal opportunities.

Consideration of assets such as hotels, restaurants, nightlife, retail, air and ground transportation, geographic location, trails and recreation, and sporting opportunities.

The Consultant will be expected to survey key stakeholders about how different venue concepts meet their needs. The survey should also poll stakeholders about support for various financing models including increasing the current hotel/motel tax.

Prioritization of the projects identified from the Needs Assessment should identify funding, management, and sustainability responsibilities spanning public/private partners and stakeholder involvement, and clearly define specific roles.

The final report should include 'case studies' on successful venues in markets similar to Joplin. The case study should include information about how the project received initial support, obtained funding, governance structure, and other pertinent info.

Additionally, this study is the final step of seven action steps. These came out of a dialogue started in September 2019 between the chairs of the CVB Advisory Board, the board of directors of the Joplin Sports Authority, and the Southwest Missouri Lodging Association to align better the tourism effort, and the working relationship between the three organizations. Attached is a summary of these action steps as recorded in the advisory board's August 2020 minutes following a city council work session.

The selection is this consultant was done through the RFP process. The city received three bids for this project. After initial scoring, interviews were conducted with each company to better understand their approach to reaching the best outcome of the study. The broadest look between the tourism segments of conventions, trade shows, meetings, and sports is sought without bias towards one. Interviewers included representation from the CVB, JSA, and Parks & Rec. As a result, the bid in the mid-range, Conventions, Sports & Leisure International, LLC, offered the best course of action to fully understand the current, potential, and future impacts of group travel on the Joplin tourism region.

FUNDING SOURCE:

This Council Bill includes amending the CVB budget for this contract.

RECOMMENDATIONS:

The joint committee work by select members of the Joplin Convention & Visitors Bureau Advisory Board, Joplin Sports Authority Board of Directors, Joplin Parks, and the Southwest Missouri Lodging Association recommends passing this bill on first reading.

Joplin Convention & Visitors Bureau
602 S. Main, Joplin, Missouri 64801
417. 625.4789
VisitJoplinMO.com

JCVB Advisory Board Meeting

Minutes

August 25, 2020

Attended: Chair: Kevin Greim, Co-Chair: Miranda Comer, Sec: Crystal Albright, Denise DuBois, Bob Kluth, Lynn Weather, Traci Palmer, Jeremy Nienkamp, Mike Greninger, Councilwoman Christina Williams

Absent: Erin Slifka, arrived later

Staff: Patrick Tuttle, Kerstin Landwer

Guest: None

Location: 5th Floor Study, Joplin City Hall

I. Call to Order:

Chair Greim called the meeting to order, time 3:01 pm.

II. Approve of July 2020 Minutes:

Ms. Comer motion to accept, Ms. Palmer second, unanimously approved.

III. Results from work session with Council:

Proposal # 1 - Approve board size reduction

Council did not support this action and voted to keep the board at 11 members. We currently have 1 at-large seat vacant which Council will fill the next time they address boards and commissions.

Proposal # 2 - Approve change to City Code 30-271 (Chamber rep term)

Council supported changing the language in the Municipal Code to return the Chamber Rep seat back to having term limits.

Proposal # 3 A & B - No action required

Council took no action on this proposal items

Proposal # 3 C - Approve CVB AB's review action of JSA's Budget

This item was tabled until mid-September to allow more discussion with JSA on how to accomplish this, if at all. The city attorney did state he thought that the contract council has with JSA does supersede the Code (which was written when JSA was part of the CVB). Mr. Greim and JSA president Mr. Doman will meet to start discussion.

Proposal # 3 D - Seek CVB AB input when necessary (CVB personnel and contractual employees)

No action was taken on this. Council would welcome input from the CVB AB regarding hiring, but the final word stays with Council.

Proposal # 4 - No action required (seek higher legal authorities' opinion)

Council took no action on this proposal

Proposal # 5 - Seek CVB AB input when necessary

Council amended the motion to read, "Nominations for open JCVB AB seats ~~must~~ (MAY) be recommended to the City Council by the JCVB AB." Passed.

Proposal # 6 - Support this motion - JSA using the CVB iDSS/Tempest Customer Relationship Management (CRM) software.

This was in the works prior to COVID and will resume at earliest possible date. Council concurred.

Proposal # 7 - Approve Feasibility Study as recommended by the CVB AB

This item was tabled until mid-September to allow more discussion with JSA on how to accomplish. Council preferred the original proposal that kept the process be within the CVB AB and not a 10-person mixed committee. After discussion regarding non-City employees in the selection process it seemed appointed board members could be in the process (i.e. CVB AB, JSA and Parks Board members). Mr. Greim, Mr. Doman and Mr. Hall will discuss further. As a side note: since you passed the motion there are 3 studies in the works within Parks & Recreation. One, still being developed is a comprehensive study for a Joplin Parks Master Plan. There may be pieces of it that would fit within a Tourism Venue Feasibility Study and in perspective, our study would exclude what the Parks study accomplished.

IV. CVB Budget update and FY21 review

Mr. Tuttle gave a detailed breakdown of the CVB budget and projections for the FY21 budget.

Mr. Greim asked what the earliest date would be for the Board to review the proposed budget so the Board could make suggestions. Mr. Tuttle replied that late June is when the internal process begins, so at the Board's June meeting.

Mr. Greninger asked about the website bid. Mr. Tuttle said one was not accepted since the bids came in higher than budgeted. Mr. Greninger asked what happens with unused money in the budget. Mr. Tuttle stated it goes into CVB reserve fund. We cannot earmark money from one budget to another.

Joplin Convention & Visitors Bureau
602 S. Main, Joplin, Missouri 64801
417. 625.4789
VisitJoplinMO.com

Mr. Greninger inquired about the welcome sign at the airport along Dennis Weaver Blvd. Mr. Tuttle updated the Board that the new entry way into the Commercial Terminal meant taking the old sign out. Due to its construction, it cannot be rebuilt with the same materials. We will need to discuss what a new sign will look like near the General Aviation Terminal. Maybe a LED message board.

V. FY21 Grant Applications Reviewed:

The Board listened to four organizations present their case for FY21 CVB grant funding. Per the grant guidelines, the Board heard 5-minute presentations followed by 5-minute Q&A from: Joplin Arts Fest, Ozark Christian College, Historic Murphysburg and Downtown Joplin Alliance. The Board will decide grant allocations at the October meeting, following review of other applicants.

VI. Motion to adjourn by Ms. Comer, second by Mr. Nienkamp, time 4:54 pm.

##

Submitted respectfully.

Kevin Greim
Chairman

Patrick Tuttle
For the Secretary

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-16

JOPLIN TOURISM VENUE NEEDS ASSESSMENT

RFP Due Date: Noon, Thursday, September 22, 2022

Location: City of Joplin
Convention & Visitors Bureau
602 S. Main Street
Joplin, MO 64801

Staff: Patrick Tuttle
Email: ptuttle@joplinmo.org
Phone: 417-625-4789

Proposals will be received by the Convention & Visitors Bureau at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

September 2, 2022

Issue Date

CITY OF JOPLIN, MISSOURI

1.0 SCOPE OF WORK

1.1 Purpose

The City of Joplin is interested in obtaining the services of a consulting firm to complete a Tourism Venue Needs Assessment of the Joplin tourism region. Outlining the strengths of the current market, potential for growth, and markets to avoid. This project seeks to define the strategic steps needed to position the market as a stronger Group Travel destination. Priorities, sustainability, funding options, and case study examples should support assessment findings. A deliverable for this project will include a visual representation of market strengths, weakness, and potential areas of growth in a simple, visual format.

The Needs Assessment is in partnership with the Joplin Convention & Visitors Bureau (JCVB), Joplin Sports Authority (JSA), Joplin Parks and Recreation, and the Southwest Missouri Lodging Association (SWMLA).

All proposals should clearly define how the contractor will work with Joplin's tourism partners to determine market strengths and weaknesses, potential areas for growth, and a comprehensive road map for enhancing the group travel market. Proposals should also outline potential public funding partners.

1.2 Background

Joplin, Missouri has a bedtime population of over 50,150 and sees a daily workforce of over 86,000. The city serves as the regional hub for a population over 250,000 in the southwest corner of the state. This includes residents of communities surrounding Joplin which encompasses northeast Oklahoma and southeast Kansas. Of the regional tourism market, Joplin boasts the largest hotel market with just under 2,000 rooms from 23 properties, plus 200+ restaurants.

Joplin is located at the crossroads of Route 66, I-49, and I-44.

Both JCVB and JSA's primary source of revenue is from a 4% lodging tax, which is split 70/30 respectively.

The **Joplin Convention and Visitors Bureau** (d.b.a. Visit Joplin) is a department of the City of Joplin and focuses on promoting Joplin to leisure and business travelers, group planners, convention/conference planners, and tour operators who come from a distance greater than 70 miles from Joplin. These efforts are to generate visits that will result in an overnight stay, a return visit, and more frequent returns.

The Joplin CVB, through the VisitJoplinMO.com social, digital, and print branding platforms, positions the collective elements of the travel and tourism infrastructure within the market as a premier destination for increasing visitation while enhancing the visitor experience.

The **Joplin Sports Authority** is commissioned by the Joplin City Council to attract, promote, provide, and support local, state, regional, national, and international sporting events to the Joplin area, which will provide economic impact and enhance the quality of life for the residents of the Joplin area.

Joplin Parks and Recreation is a department of the City of Joplin providing quality parks, services, and programs to enhance the quality of life for the citizens of Joplin and surrounding communities.

Southwest Missouri Lodging Association exists to serve and unite representatives of the Joplin lodging and hospitality industry for the promotion and protection of their common interests, and to establish member properties as the preferred lodging properties of choice in Joplin through enhanced marketing efforts and the highest standards of professionalism.

1.3 Tourism Venue Needs Assessment

1.3.1 Scope of Work

A Tourism Venue Needs Assessment has never been completed in the 33-year history of the City of Joplin's engagement in tourism marketing.

This RFP seeks an agency to conduct a Tourism Venue Needs Assessment of the Joplin regional tourism market, focusing primarily on the existing and potential impact of all forms of Group Travel.

To positively impact growth across all revenue streams, the assessment should consider how a higher number of guests will enhance room nights within the Joplin hotel market and amplify the use of Joplin restaurants and retail businesses.

At a minimum, the study must answer these questions:

- What does the market currently do well with the existing assets?
- What versatility should be considered to expand the use of existing assets?
- What additional business could the market attract with the existing assets?
- What additional business could the market attract by adding a tourism venue?
- What types of tourism venues should be developed to increase business within the market? This should be a progressive, prioritized list of projects with supporting economic reasoning.
- What is the best method for funding and sustaining any new tourism venues?
- What type of group travel should the market avoid?
- What coming trends should the market consider taking advantage of?
- Detail the sports and recreation impact of the market.
- Short-term and long-term impacts.
- Factor in seasonal opportunities.

- Consideration of assets such as hotels, restaurants, nightlife, retail, air and ground transportation, geographic location, trails and recreation, and sporting opportunities.
- Weigh the (+/-) impact of casinos across the Oklahoma and Kansas borders. Twelve casinos are in a 2-county reach with 5 offering lodging (931 rooms), gaming, and dining.
- The Consultant will be expected to survey key stakeholders about how different venue concepts meet their needs. The survey should also poll stakeholders about support for various financing models including increasing the current hotel/motel tax.

1.3.2 Prioritization

- Once the "needs" are refined and more accurately estimated, Consultant will develop priorities for implementation. Phasing considerations are to include market impact, funding, planning time, construction disruption, tourism growth strategies, and revenue generation.
- Prioritization of the projects identified from the Needs Assessment should identify funding, management, and sustainability responsibilities spanning public/private partners and stakeholder involvement, and clearly define specific roles.
- In defining "roles", each priority should be presented as an implementation matrix describing projects, the party's primarily responsible for implementation (i.e., whether City of Joplin, tourism partners, industry leaders, or another parties), potential financing sources, and prioritization/timelines.
- The final report should include 'case studies' on successful venues in markets similar to Joplin. The case study should include information about how the project received initial support, obtained funding, governance structure, and other pertinent info.

In the past, the Joplin Convention & Visitors Bureau has completed DI Destination NEXT, TwoSix Digital Marketing Survey, and a Tourism Study (Design Workshop). Additionally, 5 years of VisaVue reporting is available. These findings could be included in the data collection phase. The Bureau has limited raw results from a conversion survey follow-up from Visitor Guide requests. All of these are pre-pandemic.

The consultant will be expected to make formal presentations in Joplin on or near the start and conclusion, to present the course of the research, summarize the project and communicate findings, respectively, before Tourism Venue Committee and stakeholders, and elected officials.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will deliver on the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address.

B. Project manager's name and direct contact information (phone and email).

C. Year firm was established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

D. Provide the firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

E. Firm's website URL.

1.4.2 Organizational Structure

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

1.4.3 Key Staff Resumes

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

1.4.4 Experience and Qualifications

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

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify

and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City of Joplin anticipates that the following timetable will apply to this RFP. The dates following the RFP issue date are subject to change:

Activity	Date
RFP Issued	September 2, 2022
RFP Due Date @ Noon	September 22, 2022
Finalist Interviews (if required)	September 27-28, 2022
Vendor Selection	September 30, 2022
Complete Contract	October 7, 2022
Present Contract to City Council for Approval	October 17, 2022
Consultant Commence Work	October 31, 2022
Draft Presentation to Assessment Committee	February 7, 2023
Final Report Presentation to City Council	February 20, 2023

Addenda to the RFP and Requests for Information:

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

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than noon on Thursday, September 22, 2022 via e-mail to ptuttle@joplinmo.org or in writing to Patrick Tuttle (Attn: Joplin RFP), City of Joplin, 602 S. Main Street, Joplin, MO 64801.

No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the JCVB at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

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

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

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

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

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and

conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

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

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

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

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

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

2.4 Acceptance/Rejection/Modification to Proposals

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

2.5 Proposals Binding

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

2.6 Proposer's Certification

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

2.7 Non-exclusive Contract

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

2.8 Late proposals

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

2.9 Completeness

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

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by September 16, 2022. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

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

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Joplin Convention & Visitors Bureau no later than Noon, September 22, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
JOPLIN CONVENTION & VISITORS BUREAU / CITY OF JOPLIN
PATRICK TUTTLE
602 S. MAIN STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-XX: "JOPLIN TOURISM VENUE NEEDS ASSESSMENT".

3.2 Amendments

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

3.3 Proposal Evaluation Process

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

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals. The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

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

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

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

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

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

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

EXHIBIT A

CONTRACT NO._____

CITY ADDRESS & PHONE	**NAME, ADDRESS & PHONE OF CONSULTANT**
Joplin CVB / City of Joplin 602 S. Main Street Joplin, MO 64801 417-625-4789	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, 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 Street, Joplin, Missouri, and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal **2022-RFP-16** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.
2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.
4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.
6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.
8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

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

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

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

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

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

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

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

    City Attorney

    City of Joplin

    602 S. Main Street

    Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards, City Manager

CONSULTANT

_____

Company Name

By: _____

Signature

Name: _____

Print or type

Title: _____

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

TOURISM VENUE NEEDS ASSESSMENT

RFP 2022-16 Score Tabulation

INITIAL SCORING

	Jared Bruggeman (JSA)			Paul Bloomberg (Parks)			Patrick Tuttle (CVB)		
	Hunden	CSL	PGAV	Hunden	CSL	PGAV	Hunden	CSL	PGAV
Cost (30 Pts):	$68,000			$111,608			$126,500		
Must contain a cost for the requested scope of work in a "not to exceed" amount.	30	8	0	30	8	0	30	8	0
Methodology (25 Pts):									
How the vendor will conduct work outlined in RFP and evidence of ability to perform the	15	25	20	24	24	23	15	25	20
Experience (25 Pts):									
Previous experience performing related projects of complex nature, including, but not	15	23	25	24	24	24	20	24	25
Staff (10 Pts):									
Capability and availability of professional staff to serve the City of Joplin in a competent and	7	8	8	10	10	10	8	10	9
References (10 Pts):									
References from similar projects	5	8	7	5	10	7	10	10	8
	TOTALS			TOTALS			TOTALS		
	72	72	60	93	76	64	83	77	62

	Total		Average
Hunden =	248		49.6
CSL =	225		45
PGAV =	186		37.2

INTERVIEW SCORING

Hunden	CSL	PGAV	
86	95	79	**JSA**
79	86	71	**P&R**
90	95	85	**CVB**
85	92	78	avg.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 3rd day of January 2023, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-16: Joplin Tourism Venue Needs Assessment, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services herein set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Consultant's profession practicing in the State of Missouri within the same general timeframe.

c. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

d. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $111,608.00.

e. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

f. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

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

h. Consultant understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

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

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

8. 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.

9. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

10. 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.

11. 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, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

12. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

13. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

14. Non-Discrimination. Contractor agrees in the performance of this Agreement 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.

15. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri Convention, Sports & Leisure International, LLC

ATTN: City Attorney	ATTN: Richard Cutting-Miller
602 S. Main St.	61 Broadway, Suite 2400
Joplin, MO 64801	New York, NY 10006

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

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

17. 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.

18. 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.

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

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

21. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

22. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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 have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CONVENTIONS, SPORTS & LEISURE INTERNATIONAL, LLC

By: Richard Cutting-Miller
Vice President Tourism Strategy
Its: authorized representative

COUNCIL BILL NO. 2023-601 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for the purpose of conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City is interested in obtaining the services of a consulting firm to complete a Tourism Venue Needs Assessment of the Joplin tourism region for the purpose of outlining the strengths of the current market, growth potential, and tourism markets to avoid; and

WHEREAS, this project seeks to define the strategic steps needed to position the market as a stronger Group Travel destination; and

WHEREAS, this project will provide priorities, sustainability, funding options, and case study examples supporting the assessment's findings; and

WHEREAS, this Needs Assessment request is in partnership with the Joplin Convention & Visitors Bureau (JCVB), Joplin Sports Authority (JSA), Joplin Parks and Recreation, and the Southwest Missouri Lodging Association (SWMLA); and

WHEREAS, The City desires to engage a Consultant to perform the services described in Request for Proposal 2022-RFP-16: Joplin Tourism Venue Needs Assessment, attached hereto and incorporated by reference as Exhibit A.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Conventions, Sports & Leisure International, LLC, a Delaware Limited Liability Company, for the purpose of conducting a Tourism Venue Needs Assessment of the Joplin tourism market for the not to exceed price of One-Hundred and Eleven Thousand Six Hundred and Eight and 00/100 Dollars ($111,608.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "B," be and the same is hereby approved.

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

Section 3. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of One Hundred Eleven Thousand Six Hundred Eight Dollars and No Cents ($111,608.00).

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

Section 5. That this Ordinance shall be in full force and effect on February 7, 2023.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of February, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 068-22 – Site Plan Review

MEETING DATE:
February 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 068-22: Site Plan Review - 634 N Main St – A request to review a site plan – Gus Properties LLC

BACKGROUND:
Gus Properties LLC is requesting to build small apartments on the corner of N. Main St. and W. F St. The developer has met with the City staff but requires site plan approval before being able to proceed. The apartments are permitted by right in the C-1 zoning district, however, this property also possesses a PD Planned Development Overlay triggering a Site Plan Review by Planning and Zoning Commission and the City Council. The proposed site plan meets all requirements under the zoning code.

PLANNING & ZONING COMMISSION TESTIMONY:
The developer, Mr. Bob Higginbotham, stated that these apartments will be a duplicate of the ones on 6th and Jackson. He stated he had built the same style apartments at three other locations total. Mr. Higginbotham stated there would be 15 units total. There were concerns about traffic. Mr. Higginbotham explained that they plan to utilize the alley as the means of ingress and egress, to avoid more traffic on Main St. Commission expressed concern about density and Mr. Bolander stated it does meet density requirements.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Case 068-23
Planning & Zoning Commission recommends approval of Case 068-23 (5 in Favor, 0 Opposed, 2

Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: December 12, 2022
City Council Meeting: January 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 068-22 A request to review the Site Plan for future development.

LOCATION 634 N. Main St, Joplin, MO 64801

APPLICANT Gus Properties LLC

PRESENT ZONING C-1-PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	M-2	R-3	R-1
Land Use	Single-Family Residential	Storage Units	Single-Family Residential	Single-Family Residential

SUBDIVISION/TRACT

A part of North Heights Addition.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Main St.	Arterial	80’
W. F St.	Local	50’

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

No, the proposed use will not create an undue traffic hazard. Access to Main Street will be restricted to exit right turn only.

DISCUSSION

Gus Properties LLC is requesting the review of this site plan for a new small apartment on the corner of N. Main St. and W. F St. The developer has met with City staff but is awaiting site plan approval before submitting plans for a building permit.

Residential apartment developments are permitted by right in the C-1 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed.

The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.

Certain items to note – access to the site is by the west alley off W. F St.

Staff recommends approval of Case 068-22.

ENCLOSURES

- Map of property
- Application

Site Plan Review Application

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

Office Use Only

Case No.: 068-22
Filing Fee: $550.00
Received: 11/1/22
Advertised: 11/23/22
Proj. No.: 23 014

Applicant: GUS PROPERTIES LLC Phone No.: 417 850 3063

Address: PO Box 687, WEBB CITY, MO 64870 Email: GUSPROPERTIESLLC@gmail.com

Owner: GUS PROPERTIES LLC / Bob Higginbotham Phone No.: 417 850 3063

Address: PO Box 687, WEBB CITY MO 64870 Email: GUSPROPERTIESLLC@gmail.com

Location of Property: 634 N. MAIN

Present Use of Property: VACANT LOT Zoning: C-1-PD

Design Professional who Prepared the Plans: HUNTER MILLARD ARCHITECTS

Phone No.: 417-624 8872 Email: JEFF@HUNTERANDMILLARD.COM

Total Acres: .76

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☒	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

634 N. MAIN (F & MAIN)

☒ ☐ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect

☐ ☐ Name and address of all owners of record of abutting parcels

☒ ☐ All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures

☒ ☐ Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures

☒ ☐ The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown

☒ ☐ The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties

☒ ☐ The location, height, size, materials, and design of all proposed signage

☒ ☐ A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas

☒ ☐ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.

☒ ☐ The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales

☒ ☐ Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable

☒ ☐ Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☒ ☐ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

☒ ☐ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

☒ ☐ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

☐ ☒ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.

☒ ☐ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

☒ ☐ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes No

☒ ☐ Were 20 copies of the required plans submitted? **Only 11x17 is permitted**.

☒ ☐ Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

☒ ☐ Was the site plan review fee of $550.00 paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 11-10-22

Planned Development
Owner: Bob Higginbotham-GUS Properties LLC
Site: 634 n. Main St.

Owners of Record of Abutting Parcels

Deborah Thompson
114 W. F St.
Joplin, Mo. 64801

Justin M and Shaina Hicks
623 N. Joplin Ave.
Joplin, Mo. 64801

Justin M and Shaina Hicks
625 N. Joplin Ave.
Joplin, Mo. 64801

Judy Niday
621 N Joplin Ave.
Joplin, Mo. 64801

Earl W. & Michelle C Wilson H&W
619 N. Joplin Ave.
Joplin, Mo. 64801

Jon & Judith Fowler A TR
608 N. Main
Joplin, Mo. 64801

Terry L & Sandra K Osborne
119 W F St.
Joplin, Mo. 64801

Landscape Maintenance Schedule

New trees and shrubs will be installed with a drip line system.
Hardscape will consist of Gabion Rock over landscapers' fabric
Mowing is to be performed as needed according to seasonal requirements.
Deciduous leaves and excess grass clippings to be gathered and composted offsite or otherwise removed.
Trees will be pruned seasonally or as otherwise needed.
There will be no water retention facilities of ponds.

Water Quality During Construction

Owner will use common SWPPP Objectives and take the steps to comply with the terms and conditions of your construction general permit.
These steps include:

- Stabilize the site as soon as possible. Get site to final grade and either permanently or temporarily stabilize all bare soil areas as soon as possible.
- Take into consideration germination times for the grasses or other vegetation selected, and provide additional stabilization (mulches, matrices, blankets, soil binders) on erosion prone areas such as slopes and drainage ways.
- Also consider seasonal limitations to plant establishment and growth, such as drought or cold temperatures, and make an effort to ensure that areas that are not showing adequate vegetation establishment are reseeded or mulched immediately.
- Areas needed for future roads, construction, or other purposes should be temporarily stabilized.
- Establishing a vegetated cover on as much of the site as possible will help to minimize erosion and sediment problems.
- Perimeter controls should remain in place until final stabilization has been achieved. • Protect slopes and channels.
- Convey concentrated stormwater runoff around the top of slopes and stabilize slopes as soon as possible.
- Divert runoff from rooftops and other impervious surfaces to vegetated areas when possible to promote infiltration.
- Control the perimeter of site. Divert stormwater coming on to site by conveying it safely around, through, or under your site.
- Avoid allowing run-on to contact disturbed areas of the construction site. For the runoff from the disturbed areas of the site, install BMPs such as silt fences to capture sediment before it leaves site.
- Follow pollution prevention measures. Provide proper containers for waste and garbage at site.
- Store hazardous materials and chemicals so that they are not exposed to stormwater.
- Minimize the area and duration of exposed soils. Clearing only land that will be under construction in the near future.
- Additionally, minimizing the duration of soil exposure by stabilizing soils quickly can reduce erosion dramatically.

Development Timing

Application for building permit will be submitted within thirty days of Council Approval.
Construction will begin within thirty days of receipt of building permit.
Time of construction will be eighteen months from start of construction to certificate of occupancy.

Legal Description

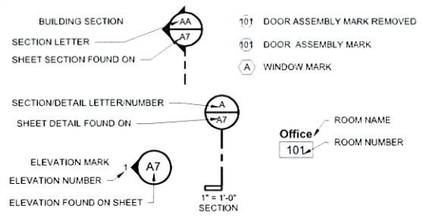
ALL OF LOTS NUMBERED FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43) AND FORTY-FOUR
(44) IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF
AND A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF MISCELLANEOUS TRACT NO. FIVE (5), DESCRIBED AS FOLLOWS: A RECTANGULAR PARCEL OF LAND BEING 110.15 FEET IN WIDTH BY 111 FEET IN LENGTH, HAVING IT'S NORTH 110.15 FOOT SIDE COINCIDENT WITH THE SOUTH LINE OF "F" STREET AND ITS EAST 111 FOOT SIDE COINCIDENT WITH THE WEST LINE OF MAIN STREET, SAVE AND EXCEPTING THEREFROM THAT PART OF WHICH LIES NORTH AND EAST OF A LINE BEGINNING IN THE NORTH LINE OF SAID TRACT NO. 5 AT A POINT 43 FEET WEST OF THE NORTHEAST CORNER OF TRACT NO. 5, THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 95 FEET, TO A POINT IN THE EAST LINE OF SAID TRACT NO. 5, 36.3 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Floor Plan Legend

SEE FLOOR PLAN LEGEND ON SHEET A2 FOR ADDITIONAL DETAILS

NEW EXT. 2 x 6 WOOD STUD WALL w/ 4" CMU VENEER

NEW INT. 2 x 4 WOOD STUD WALL w/ 5/8" GPDW ON BOTH SIDES



Floor Plan Abbreviations

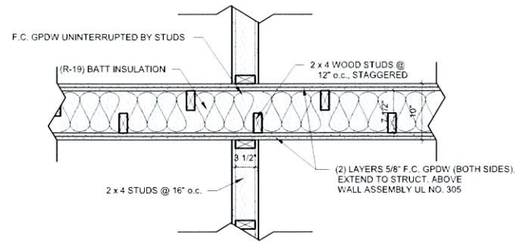
(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION. DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION

Floor Plan Notes

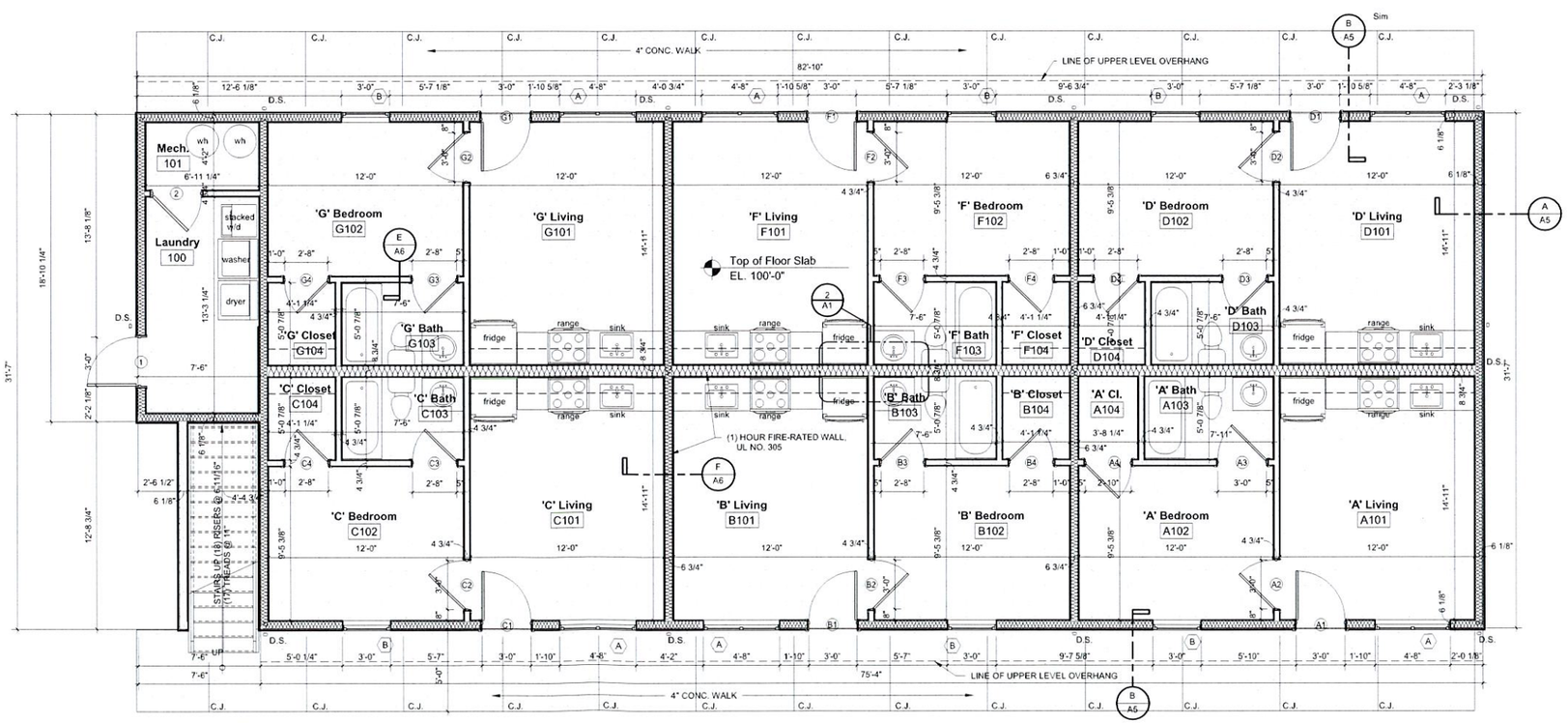
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.
9. SEE FLOOR PLAN NOTES ON SHEET A2 FOR ADDITIONAL INFORMATION

Framing Notes

1. ADD EXTRA STUD CENTERED AT 32" FROM THE BACK OF THE BUB WALL ON EACH END OF THE TUB, TYPICAL.
2. TO ALLOW FOR PROPER FIRE SEPARATION ASSEMBLY BETWEEN LIVING ROOMS N/M, J/K AND BEDROOMS M/L, J/H, THE ROOF TRUSSES SHALL NOT BE PLACED DIRECTLY OVER THE DIVIDING WALLS.



Detail Fire Wall Intersection (TYP.) — 2 / A1
SCALE: 1" = 1'-0"



Floor Plan 2,558 S.F. MAIN LEVEL
SCALE: 1/4" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions	By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

Preliminary
Not for Construction

Joey B. Millard, Architect
Missouri A-6845

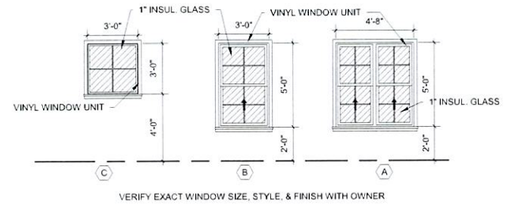
Drawn By	
Checked By	
Date	Oct. 26, 2022
Scale	As indicated
Job Number	2165

Floor Plan

A1

Door Notes

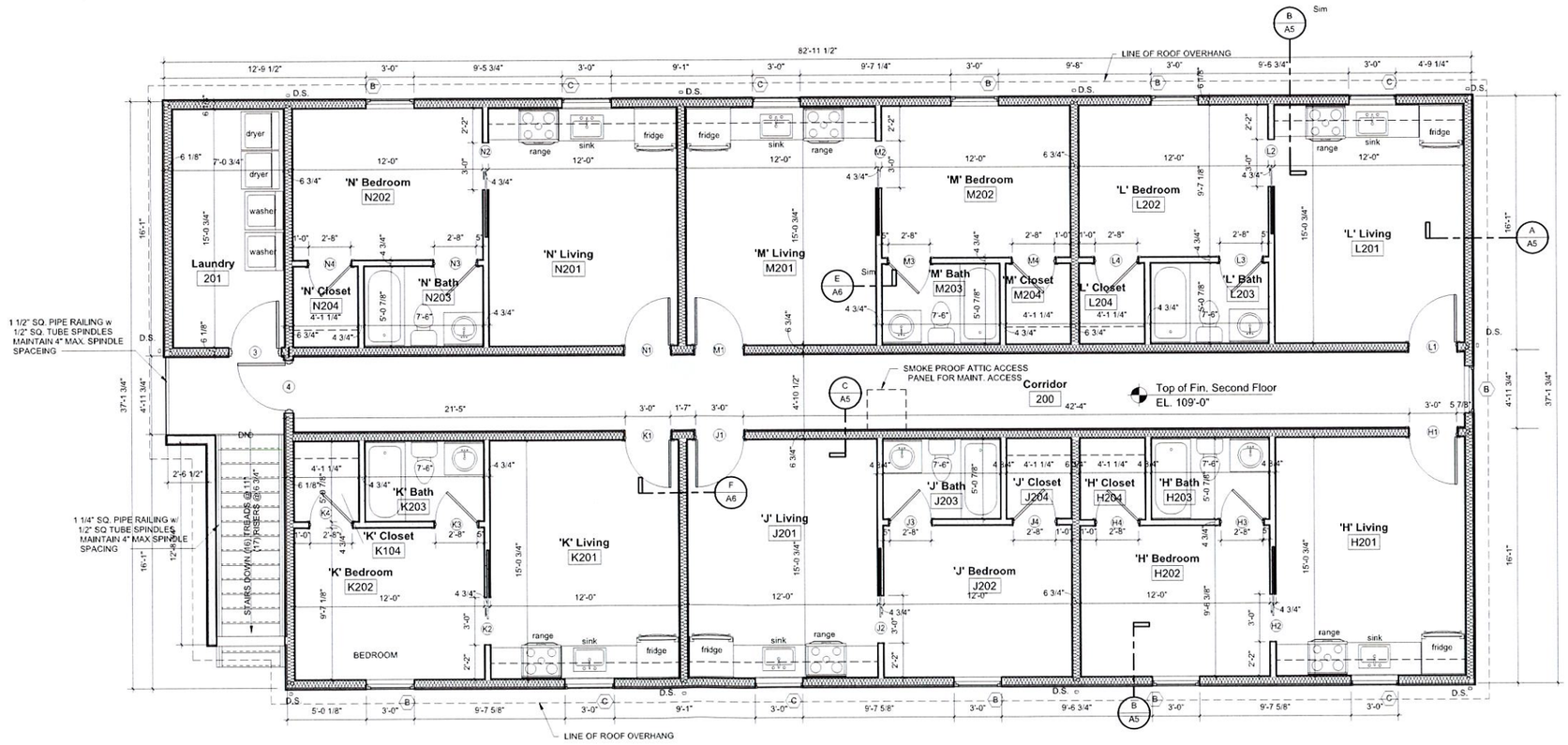
VERIFY ALL DOORS w/ OWNER/DEVELOPER BEFORE INSTALLATION.
APARTMENT ENTRY DOORS: ALL ENTRY DOORS SHALL BE 3'-0" x 7'-0", PRE-HUNG, 45 MIN. FIRE RATED DOORS
INTERIOR APARTMENT DOORS: ALL INTERIOR DOORS SHALL BE 2'-8" x 6'-8", PRE-HUNG, w/ STOP
DOORS MARK 1, 2, 3, & 4: DOORS MARK 1, 2, 3, & 4 SHALL BE 3'-0" x 7'-0", HOLLOW METAL, 45 MIN. RATED, w/ CLOSER & STOP
ATTIC ACCESS PANEL SHALL BE FIRE RATED & SMOKE PROOF



VERIFY EXACT WINDOW SIZE, STYLE, & FINISH WITH OWNER

Window Type Elevations

SCALE: 1/4" = 1'-0"



Second Level

SCALE: 1/4" = 1'-0"

2,942 S.F. SECOND LEVEL

NORTH

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions	By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

Preliminary
Not for Construction

Jeffrey B. Millard, Architect
Missouri A-6845

Drawn By	Author
Checked By	Checker
Date	Oct. 26, 2022
Scale	1/4" = 1'-0"
Job Number	2165

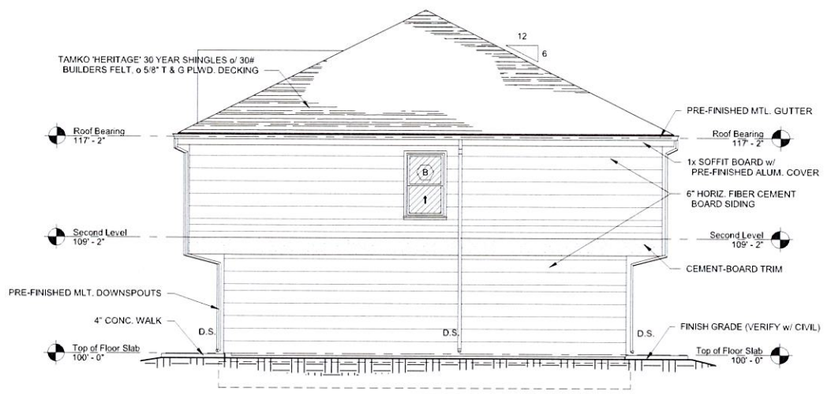
Second Level Plan

A2



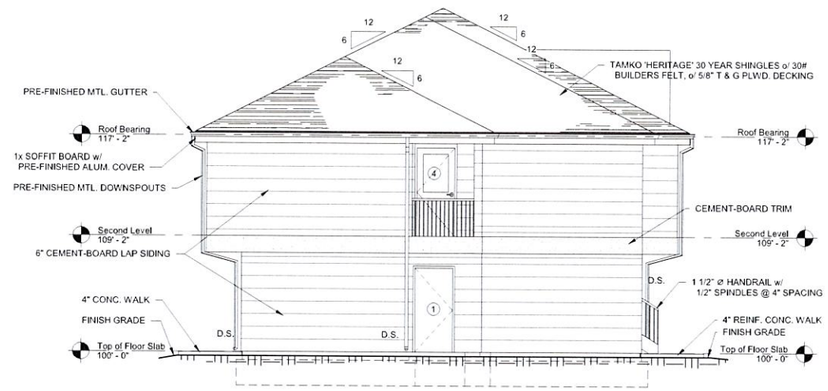
North Elevation

SCALE: 3/16" = 1'-0"



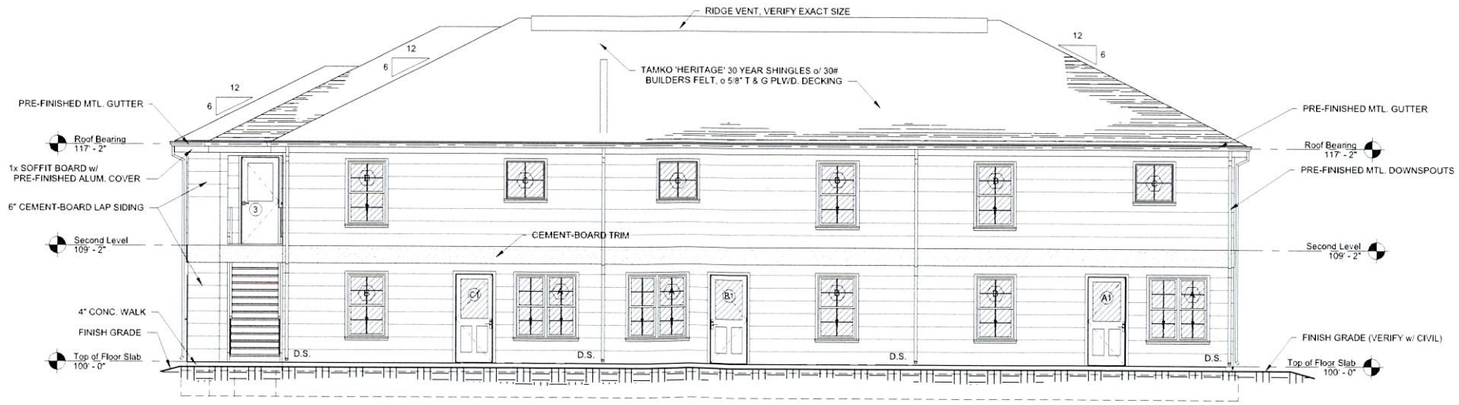
East Elevation

SCALE: 3/16" = 1'-0"



West Elevation

SCALE: 3/16" = 1'-0"



South Elevation

SCALE: 3/16" = 1'-0"

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Revisions | By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

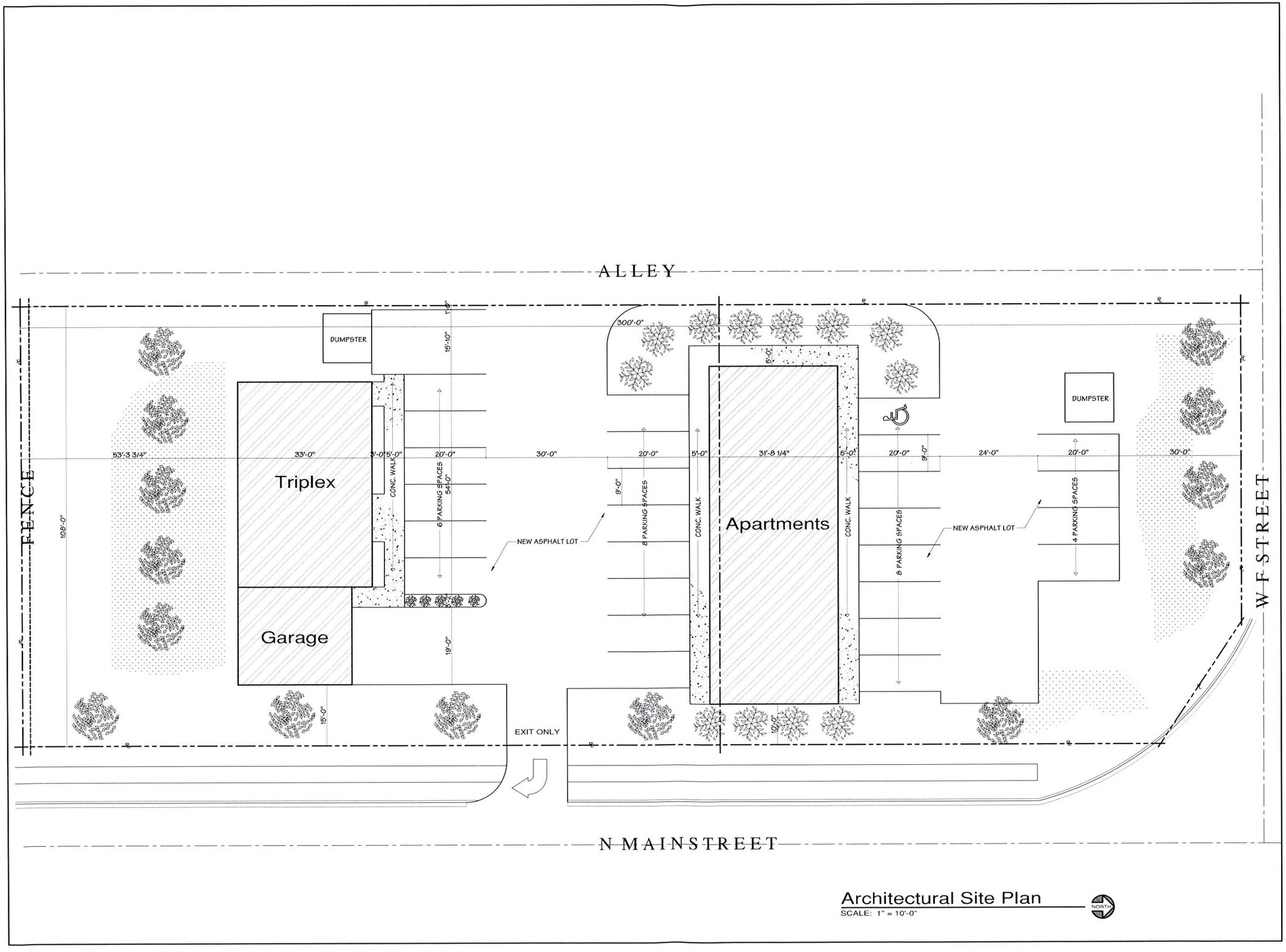
Preliminary
Not for Construction

Joey B. Millard, Architect
Missouri A-6845

Drawn By	
Checked By	
Date	Oct. 26, 2022
Scale	3/16" = 1'-0"
Job Number	2165

Exterior Elevations

A4



Architectural Site Plan

SCALE: 1" = 10'-0"

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
(417) 624-8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

REVISIONS	BY

...

Gus Properties

Southwest Corner of W. F and Main St. Joplin, MO 64801

Preliminary
Not for Construction

Elliott D. Hunter Architect
Missouri A-4617

Drawn By
...
Checked By
.....
Date
August 21, 2019
Scale
1" = 10'-0"
Job Number
1804
Addendum No. 2
Architectural Site Plan

C1

Floor Plan Notes

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Legend

NEW WOOD STUD WALL CONSTRUCTION

BUILDING SECTION — AA / A7
SECTION LETTER
SHEET SECTION FOUND ON

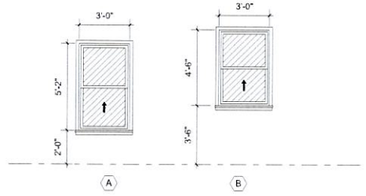
SECTION/DETAIL LETTER/NUMBER — A / A7
SHEET DETAIL FOUND ON

ELEVATION MARK — A7
ELEVATION NUMBER
ELEVATION FOUND ON SHEET

1" = 1'-0" SECTION

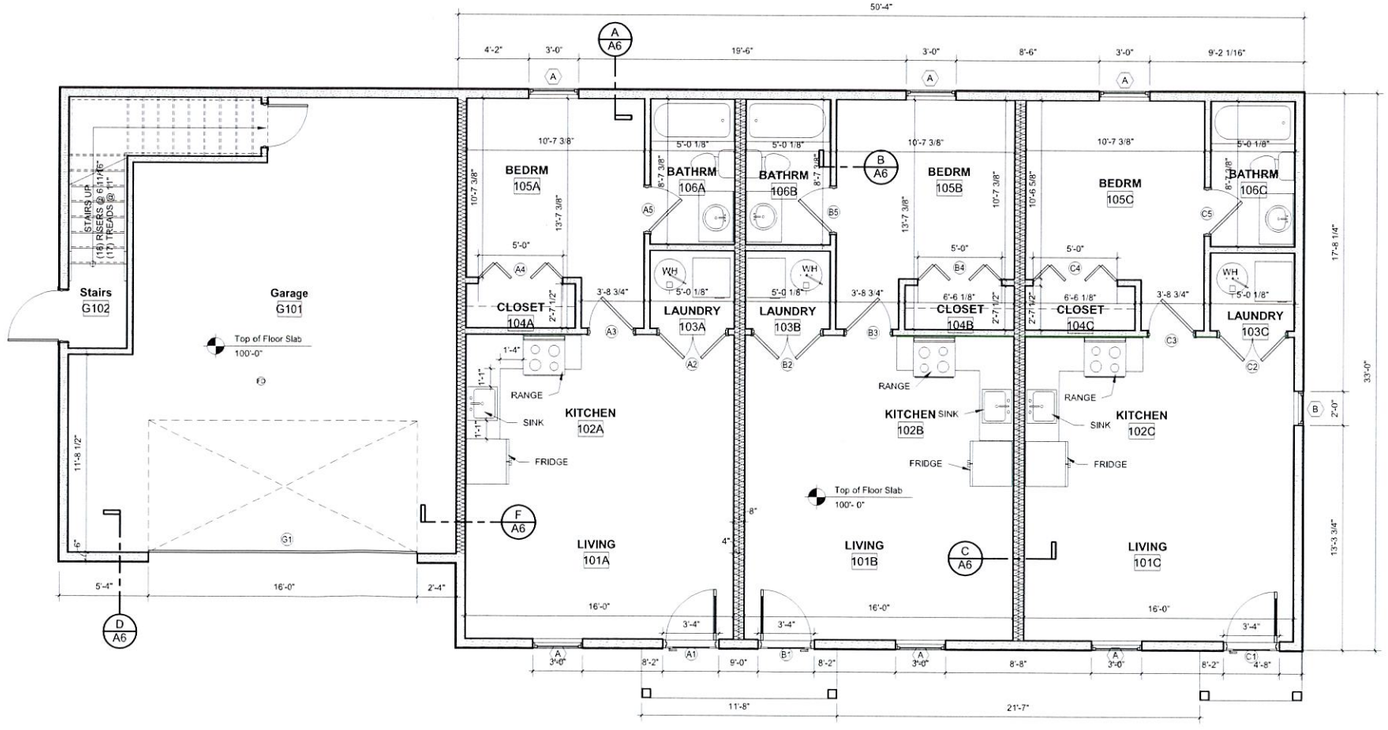
101 DOOR ASSEMBLY MARK REMOVED
101 DOOR ASSEMBLY MARK
A WINDOW MARK

Office 101 — ROOM NAME / ROOM NUMBER



Window Type Elevations

SCALE: 1/4" = 1'-0"



Floor Plan

SCALE: 1/4" = 1'-0"

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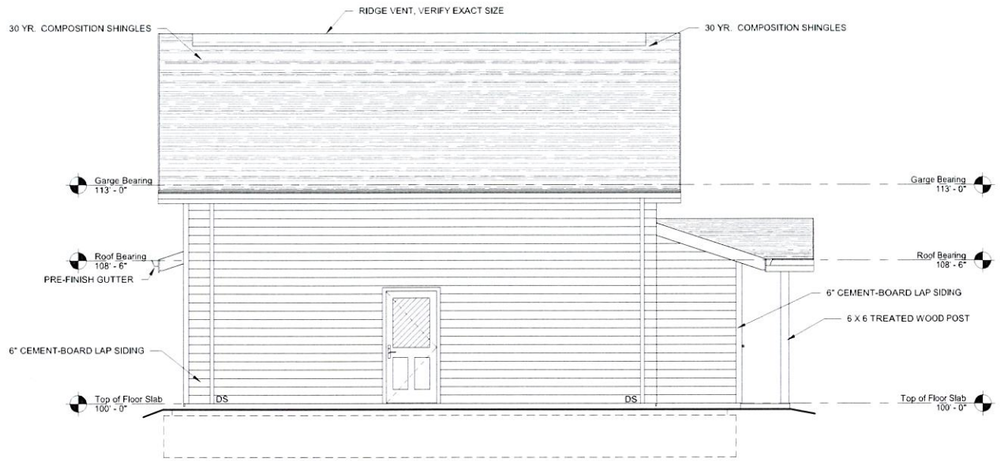
Revisions | By

New Construction for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

PRELIMINARY
Not for Construction

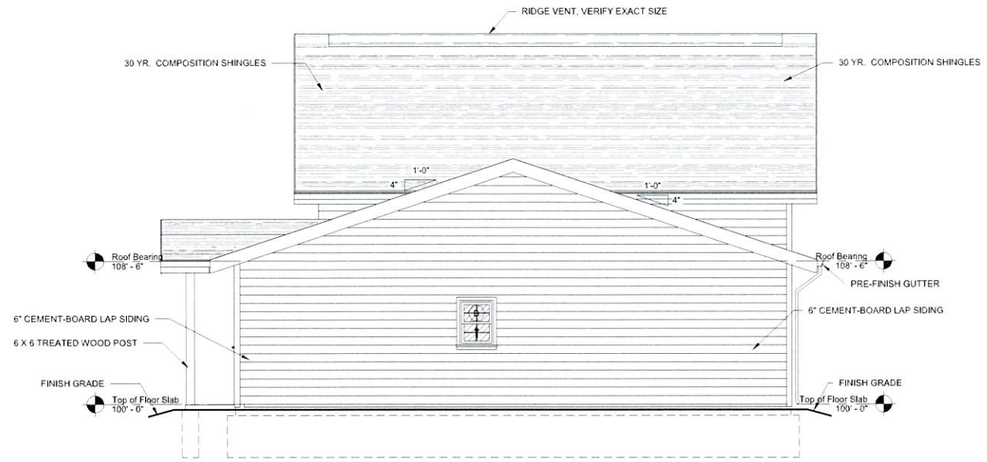
Drawn By: Author
Checked By: Checker
Date:
Scale: 1/4" = 1'-0"
Job Number: 22054
Floor Plan

A1



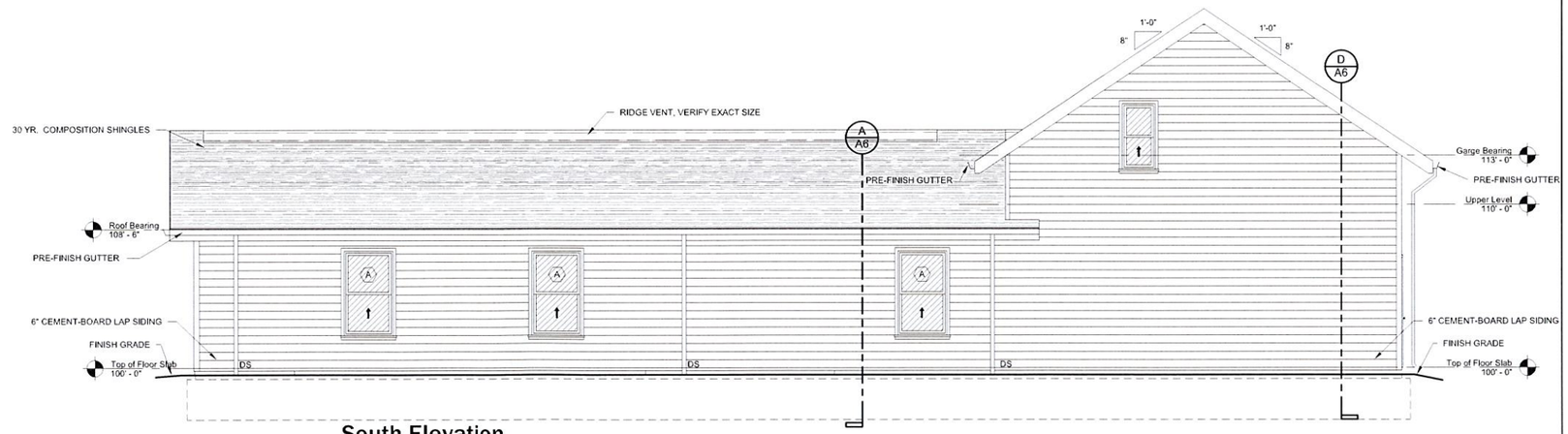
Left Elevation

SCALE: 1/4" = 1'-0"



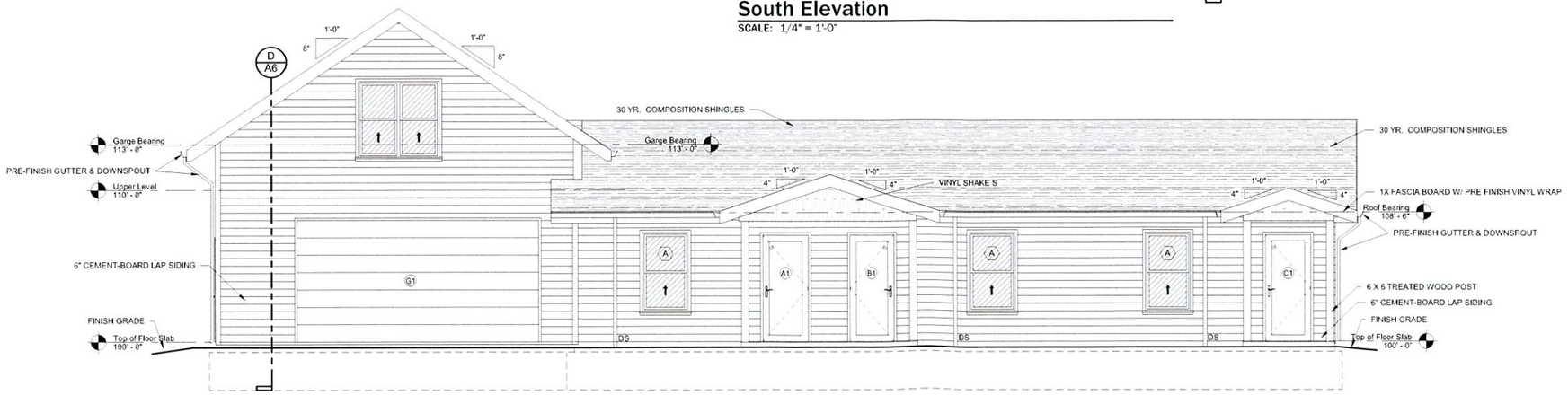
West Elevation

SCALE: 1/4" = 1'-0"



South Elevation

SCALE: 1/4" = 1'-0"



North Elevation

SCALE: 1/4" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
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Revisions | By

New Construction for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

PRELIMINARY
Not for Construction

Drawn By: Author
Checked By: Checker
Date:
Scale: 1/4" = 1'-0"
Job Number: 22054
Elevations

A4

Case 068-22: Site Plan Review

634 N. Main St.-A request to review a site plan-Gus Properties, LLC.

Bob Higginbotham, P.O. Box 687 Webb City, Missouri. Mr. Higginbotham stated this location is a duplicate of a building that he has done two additional times in the City. The last one was at 6th & Jackson and they have received an overwhelming response in the neighborhood. The consensus of the neighborhood was that it had improved the neighborhood greatly. He stated they will be building the same 12-unit apartment building. The variance will be they will be adding a triplex on that location as well. He referred to the site-plan provided to the Commissioners is a result of collaboration with the City in pre-development. He stated they had a lot of conversations about traffic flow and the speed of traffic on Main Street. How to bring tenants into these areas and back out safely.

Mr. Kimble asked if there were any questions from the Commission on Case 068-22.

Mr. McCullough asked how many units total.

Mr. Higginbotham replied 15 total, 12 in the one building and a tri-plex with three in the other building.

Mr. Jackson asked about the access into the property. Would they be able to turn in off of street into the alley. Would that be the access points in.

Mr. Higginbotham stated yes, the west alley of the property would be the safest place for ingress and egress into those locations. He stated they had looked at the traffic flow there and the speeds. The speed limit is low but the typical speeds up to there are well in advance of 55 and 60 miles per hour commonly. He stated it posed a great danger to drop out on to Main Street or to try and bring traffic in off Main Street.

Mr. Jackson asked if there was an exit point off Main Street or did he misread that.

Mr. Higginbotham stated no, he did not believe there was. They looked at the ingress and egress for fire trucks up the alley and the trash trucks. Everything in the pre-development meeting suggested they could handle the flow of the traffic and what support system was needed there.

Mr. Kimble asked if the Commission had additional questions on Case 068-22.

Mr. Kimble asked so the alley can support trash trucks obviously going through there more or less. He stated this may bleed over into the City as far as the question goes as well but if two people were to come together face to face someone would have to have the foresight to pull out and let someone come out because it is narrow. Mr. Kimble asked if there would be any widening of the alley way to accommodate for two cars or two vehicles to get by, if need be, without creating any congestion.

Mr. Higginbotham stated there are no plans to widen the alley way. He stated there was talk on the City's part they may have to visit the condition of the alley way itself. It is paved in large part there or asphalted. He stated the entrances into the development had a line of sight all the way to the crest of the hill to the south as well as to F street itself. So, it is easy to see before you leave the parking lot what is occurring in the alley.

Mr. Kimble asked if the Commission had additional questions on Case 068-22.

Mr. Jackson stated the site plan did reflect an exit on North Main Street. It shows the exit to be for south bound traffic.

Mr. Higginbotham stated that was not necessarily an error. It was in discussion in the pre-development meeting. We discussed whether we would put one there or not. The result in the pre-development meeting was the City would leave that to his discretion. He stated he indicated to them that once we spend some time up there and it looked like we could do it safely. He stated his concern was funneling cars out on to Main Street. He stated it would be of negligible costs to put an exit there, but he did not know if it was prudent.

Mr. Jackson stated it made sense to make it for south bound traffic only.

Mr. Higginbotham asked how that would be enforced, that was the question that came up. That was the topic brought up in the pre-development meeting. How would you stop traffic from going the other direction. He stated at the apex of that hill you are just asking for trouble there.

Mr. Kimble asked if the Commission had additional questions on Case 068-22.

Ms. Steele stated she did not have a question just a comment as a Commissioner. She stated that she thought Mr. Higginbotham was putting a lot of living space in a very small area.

Mr. Higginbotham stated he understood why she was saying that, but he had done it successfully in three other locations but this exact building in two. He stated it had not

been an undue burden. He stated he did not have any complaints on traffic and both neighborhoods, really all three have no issues or complaints. He stated as a matter of fact he had very positive feedback with the same exact building in more dense areas than this. He stated he understood why it looked that way, but he had replicated this in the city limits with success and with no negative experience by the neighbors.

Mr. Jackson asked if this was the same structure off Wall Street by the downtown loop.

Mr. Higginbotham stated yes at 1st and Wall. Also, the same structure at 6th and Jackson. He stated at 6th and Jackson they had a neighbor contact them this past week and let them know they are grateful for what they did in the neighborhood. They stated it was a great improvement. Mr. Higginbotham stated it was vacant land the City had taken over that had dilapidated buildings on it. He stated the neighbors had been appreciative thus far.

Mr. Bolander stated for clarification when we review the plans, we look at the density and it does meet the maximum density requirements of our code at this location.

Mr. Kimble asked if there were additional questions or comments from the Commission on Case 068-22.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 068-22.

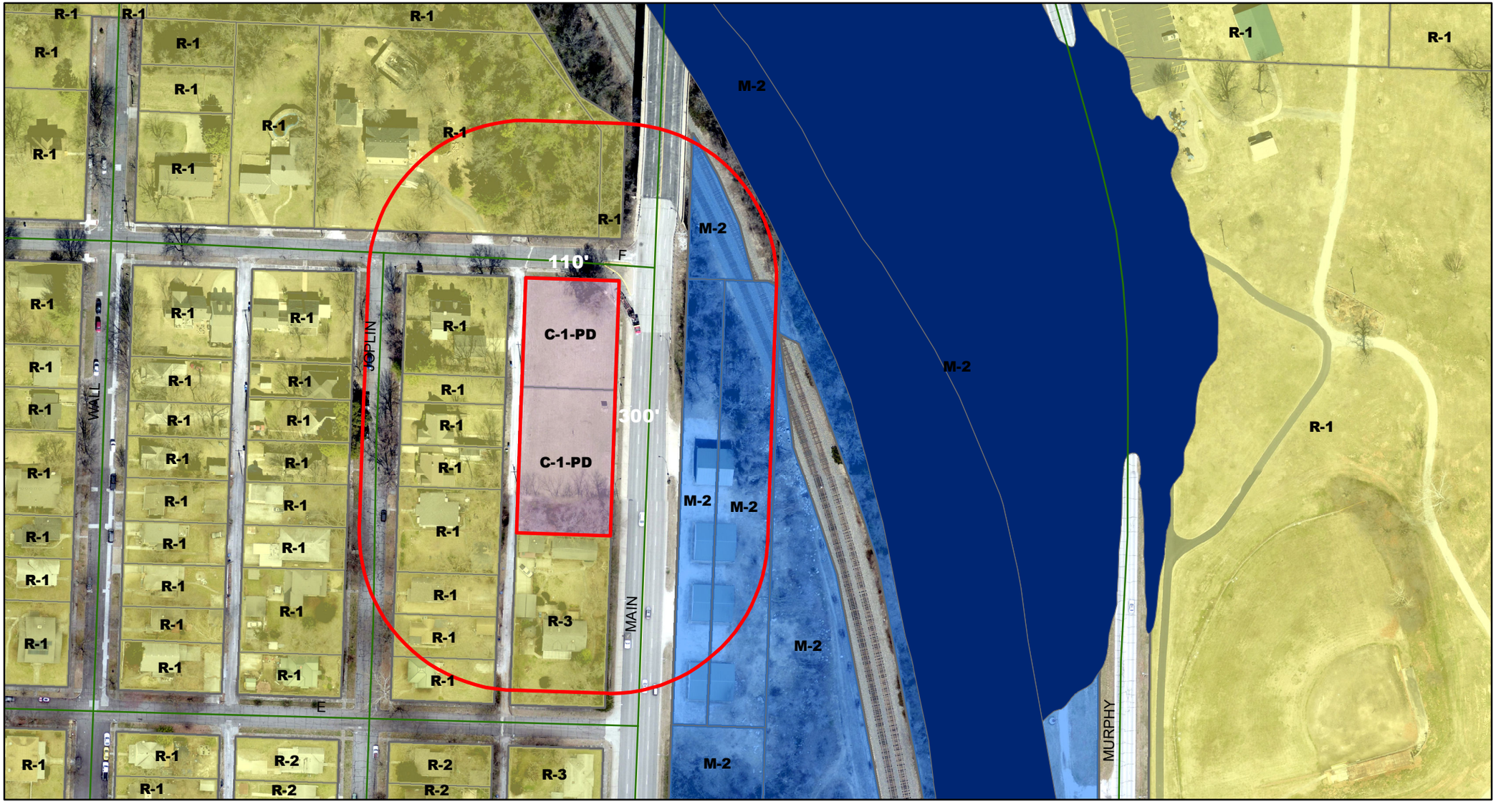
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 068-22.

There were none.

MR. JACKSON MOVED THAT CASE 068-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 2 ABSENT)

Case 068-22 - Site Plan Review - 634 N Main St



634 N. Main St. – A request to review a site plan – Gus Properties LLC

N

0 60 120 240 360 480 Feet