JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, JUNE 5, 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. Homelessness Strategic Plan Update

      Documents:

      COUNCIL MEMO SHARITY.PDF
      SHARITY RFP RESPONSE.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Rocksannia Alvarado Requested To Speak On New Builds Putting In Storm Shelters.

   2. Victor Rosetta Requested To Speak On The Award Of Bakers Branch East Wastewater Extension Phases 1 & 2.

   3. Jason Conklin Requested To Speak On Bakers Branch East Wastewater Extension.

   4. Mckenna Pulsipher Requested To Speak On The Private Owned Signs Around Joplin At Major Intersections That Display Bigoted Messages On Them.

7. **Public Hearings**

   1. Public Hearing Procedures

Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2023-272
AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri.

Documents:

2023-272SUMMARY.PDF
2023-272REPORT.PDF
2023-272APP.PDF
2023-272MINUTES.PDF
2023-272MAP.PDF
CB2023-272.PDF

3. COUNCIL BILL NO. 2023-270
AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri.

Documents:

2023-270SUMMARY.PDF
2023-270REPORT.PDF
2023-270APP.PDF
2023-270MINUTES.PDF
2023-270MAP.PDF
CB2023-270.PDF

4. COUNCIL BILL NO. 2023-271
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd.

Documents:

2023-271SUMMARY.PDF
2023-271REPORT.PDF
2023-271APP.PDF
2023-271MINUTES.PDF
2023-271MAP2.PDF
CB2023-271.PDF

5. COUNCIL BILL NO. 2023-510
AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community

Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-510 SUMMARY APPROVING A PETITION TO CREATE THE 32ND STREET THEATRE CID.PDF
CB 2023-510 ORDINANCE APPROVING 32ND STREET THEATRE CID COOPERATIVE AGREEMENT.PDF
CB 2023-510 EXHIBIT A 32ND STREET MOVIE THEATRE CID PETITION.PDF
CB 2023-510 EXHIBIT B MOVIE THEATER CID COOPERATIVE AGREEMENT - FINAL.PDF

8. **Consent Agenda**

1. Minutes Of The May 15, 2023, City Council Meeting

Documents:

MAY 15, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2023-405.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-124
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Marion Company, LLC DBA Construction Services Group in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 Dollars, ($118,867.00) for the rehabilitation of Fire Station 3; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

2023-124 SUMMARY SHEET.PDF
CB 2022-124 FS 3 REHAB EDITS.PDF
TOB-SIGNED_2023-04-20.PDF
00 52 00 AGREEMENT 2023.PDF

2. COUNCIL BILL NO. 2023-125
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Co. Inc. in the amount of One Hundred Sixteen Thousand One Hundred and 00/100 Dollars, ($116,100.00) for the Turkey Creek Wastewater Treatment Plant Grit Auger Replacement; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

00 52 00 AGREEMENT 2023.PDF
2023-125 SUMMARY SHEET.PDF
CB 2022-125 TCWWTP GRIT AUGER REPLACEMENT.PDF
TOB 5-23-2023.PDF

3. COUNCIL BILL NO. 2023-126
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-126 -SUMMARY SHEET BAKERS BRANCH EAST WW EXTENSION.PDF
CB2023-126 -ORDINANCE BAKERS BRANCH EAST WW EXTENSION.PDF
CB2023-126 -BID SUMMARY SHEET BAKERS BRANCH EAST WW EXTENSION.PDF
BAKERS BRANCH EASTWW EXT. CONTRACT.PDF
CB2023-126-EXHIBIT MAP.PDF

4. COUNCIL BILL NO. 2023-355
AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworxs LLC for the demolition of the structure(s) and clearing of a lot located at 1314 ½ S Byers Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Fifty dollars ($4,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 1314 HALF S BYERS.PDF
PRESENTATION1 1314 HALF S BYERS.PDF
BID DOC FOR 1314 S. BYERS.PDF
CB 2023-355 1314 HALF S BYERS.PDF

5. COUNCIL BILL NO. 2023-356
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1731 S Pennsylvania Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-Eight dollars ($3,898.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 1731 S PENN.PDF
PRESENTATION1 1731 S PENN.PDF
BID DOC FOR 1731 S. PENNSYLVANIA.PDF
CB 2023-356 1731 S PENN.PDF

6. COUNCIL BILL NO. 2023-509
AN ORDINANCE approving the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; approving a Side Letter Agreement for the Implementation of Redevelopment Project 4; approving a Side Letter Agreement for the Implementation of Redevelopment Project 5; authorizing the City Manager to execute the Agreements on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-509 SUMMARY SECOND AMENDMENT TO 32ND STREET PLACE TIF PLAN.PDF
CB 2023-509 ORDINANCE APPROVING SECOND AMENDMENT TO 32ND STREET TIF PLAN.PDF
CB 2023-509 EXHIBIT A SECOND AMENDMENT TO THE 32ND STREET PLACE TIF PLAN.PDF
CB 2023-509 EXHIBIT B SIDE LETTER AGREEMENT THEATRE - FINAL PROJECT AREA 4.PDF
CB 2023-509 EXHIBIT C SIDE LETTER AGREEMENT - PROJECT AREA 5.PDF
CB 2023-509 TIF COMMISSION RESOLUTION 2023-001.PDF
CB 2023-509 BAKER TILLY THEATER NEED FOR ASSISTANCE ANALYSIS.PDF

7. COUNCIL BILL NO. 2023-510
AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-510 SUMMARY APPROVING A PETITION TO CREATE THE 32ND STREET THEATRE CID.PDF
CB 2023-510 ORDINANCE APPROVING 32ND STREET THEATRE CID COOPERATIVE AGREEMENT.PDF
CB 2023-510 EXHIBIT A 32ND STREET MOVIE THEATRE CID PETITION.PDF
CB 2023-510 EXHIBIT B MOVIE THEATER CID COOPERATIVE AGREEMENT - FINAL.PDF

8. COUNCIL BILL NO. 2023-511
AN ORDINANCE approving the Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-511 SUMMARY APPROVING AMENDED COOPERATIVE AGREEMENT 32ND STREET PLACE.PDF
CB 2023-511 ORDINANCE APPROVING AMENDED AND RESTATED COOPERATIVE AGREEMENT 32ND STREET PLACE.PDF
CB 2023-511 EXHIBIT A AMENDED AND RESTATED CID COOPERATIVE AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-119
AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2023-119 SUMMARY SHEET MAIN ST. STREETSCAPE.PDF
CB2023-119 COUNCIL ORDINANCE MAIN ST. STREETSCAPE.PDF
CB2023-119 AGREEMENT AND WA - OLSSON MAIN ST. STREETSCAPE.PDF
CB2023-119 SCORE SHEET TALLY SHEET.PDF
CB2023-119 MAP MAIN ST. STREETSCAPING 8TH TO 15TH.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

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 1st day of June 2023 (RSMo 610.020)

MEMO

June 5, 2022

To: Nick Edwards, City Manager
City Council
From: Tony Robyn, Assistant City Manager
Re: Homelessness Planning Consultant

Please see the below and attached information on the status of our selection and planning process.

In January we released #2023-RFP-03 Consulting Services for the Development of a Joplin Homelessness Strategic Plan. We had five respondents with a variety of experiences and approaches. The RFP process and final review included our Joplin Homeless Coalition Partners, the Proposition Use Tax Committee, and an internal city staff review team.

An internal review committee consisted of the City Manager's Office, Planning and Community Development, Convention and Visitor's Bureau, and the Joplin Police Department. The intention was to identify the best practices and possible approach to the specific needs and desired outcomes of the Joplin community, and less on standardized one-size-fits-all plans. We emphasized a process weighted toward a citizen, partner, and leadership engagement process to gather ideas and information. We also stressed the importance of a final actionable plan with accountability.

Through a multistep review process and a series of interviews, the selection team agrees Sharity, Inc. has the best approach and timeline, and will provide us with the desired outcomes. Their experience with city shelters, community clinics, housing, and mental health issues are of particular interest. In our reference checks we solicited feedback on Sharity's prior related efforts, all positive.

We presented this information to our Coalition Partners, the Proposition Action Implementation Committee and assigned liaison, and the City Department Heads leadership team.

We are soliciting additional input from City Council prior to proceeding with executing the agreement for services starting June 2023.

SHARITY

CONNECT. EMPOWER. PROPEL.

Exhibit B

City of Joplin
Homelessness Strategic Plan Proposal



Contents

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SHARITY
CONNECT. EMPOWER. PROPEL.

Tony Robyn
Assistant City Manager
City of Joplin
602 S. Main St.,
Joplin, M.O., 64801

February 27, 2023

Dear Mr. Robyn,

I am delighted to enclose Sharity's Homelessness Strategic Plan proposal.

Sharity, an SBA-certified Woman Owned Business, is a company that works to help scale organizations that provide for the betterment of society. We are proud to call over 100 entities our clients. This includes government agencies, international, national, and local nonprofits and foundations, and stakeholders of all stripes in the housing sector. Our team has complementary experience and expertise, and a considerable work history in community assessment and strategic planning. For example, we have collaborated in a thought partnership with the Central Florida Commission on Homelessness for over seven years, playing a critical role in their ascent from a developing entity to the nation's number one continuum of care provider. Our partnership has been highly successful. Highlights include:

- doubling HUD funding and recently winning a $8.4 million HUD grant, the second highest in the nation;
- preparing the highest-scoring NOFO application in 2021; and
- receiving the largest Day 1 award in 2019.

We have also led projects on homelessness for clients including numerous domestic violence and homeless shelters, HomeAid, and the City of Orlando. Three of our team members have led homeless shelters. Our proposal contains further details. We have no conflicts of interest and have not previously worked for the City of Joplin.

I was born and raised in Missouri, and would be honored to collaborate to advance your work in my home state. Thank you for your consideration. We look forward to discussing our proposal further at your convenience.

Yours sincerely,



Carol Wick
President
Sharity, Inc
501 N Orlando Av., Ste. 313-253
Winter Park, F.L. 32789
407-697-4563 | carol.wick@sharityglobal.com
https://sharityglobal.com/

Certified EDWOSB
SBA
Economically Disadvantaged Woman-Owned Small Business

About Sharity

Sharity was born out of a desire to deliver strategic planning services to nonprofits in a nimble, adaptive, new way. Our team is comprised of experts in nonprofit operations and strategy. We are proud to call over 100 partners our clients. This includes government agencies, international, national, and local nonprofits, and foundations.

Our strategic planning expertise

Strategic planning is at the heart of Sharity's work. We have developed dozens of strategic plans and led other strategy-setting work for stakeholders across the US in the last year alone. We use proven methodology and processes to create clarity and alignment between mission, values, goals, and strategic plans.

Our homelessness expertise

We have significant experience working with homeless service organizations and networks in gathering and evaluating data and community information, developing assessments, convening community forums, developing summaries of strengths and opportunities, and designing strategic plans. Examples include the following.

Select client examples

City of Orlando – Sharity was engaged to spearhead an acquisition feasibility study for a homeless drop-in center for individuals with serious mental illness. We assessed best practices and funding and reviewed policy, finance, and human resourcing. This work also involved conducting interviews with chronically homeless individuals to assess opportunities and challenges. Our study's recommendations were successfully implemented and the center remains open.

Dave's House – We led a gaps and need analysis, tri-county services mapping, and a review of agencies serving individuals with serious mental illness and those who are homeless. We oversaw the development of a strategic plan to address their most significant needs based on available funding. Today they are acquiring a new facility based on that plan.

Homeless Services Network of Central Florida (HSN) – Since 2017, we have been engaged repeatedly to assist with planning, monitoring, and implementation. HSN serves as the CoC lead agency in a three-county area in Central Florida, which includes Orlando. Last year HSN housed 4,000 individuals and families.

HomeAid – Sharity assisted with plan development, community assessment, and partnership linkage to enable the expansion of the national organization's chapter into Central Florida. They have since contributed over $350M in value to homeless organizations in the community.

Project team members

Sharity is pleased to offer the following experts, most of whom have operated homeless shelters, to ensure your goals are met. Carol Wick will serve as project lead.



Carol Wick MS, LMFT, BS

Carol, an EOS expert, has worked with governments and nonprofits for over 30 years. She began her career as a trauma therapist for child abuse survivors and served for nearly a decade as CEO of a 150-bed domestic violence and human trafficking shelter serving over 10,000 people annually. Carol speaks and trains in the US and abroad on gender-based violence, homeless system operations, and complex trauma. Carol is an experienced strategic planning facilitator, a published author of five evidence-based studies on program effectiveness and community engagement, and a seasoned programs evaluator. She has developed model programs that have been replicated internationally.



Martha Are MSW, BSW

Martha is the CEO of the Homeless Services Network of Central Florida/Central Florida Commission on Homelessness. During her tenure as CEO, she has increased baseline HUD awards from $7M to $12M, provided policy direction and implementation leadership for regional transition to a housing-focused, data-driven homeless services system, and overseen the homeless services system's response to COVID-19. Martha has worked in homeless policy and programming for more than three decades. Earlier she worked as a Homeless Policy Specialist at the North Carolina Governor's Council on Homelessness. She then worked in the North Carolina Office of Economic Recovery and Investment as a Housing Policy Analyst and in the North Carolina Department of Health and Human Services as a Homelessness and Housing Unit Manager.



Ruth Patrick MBA, BS

Ruth has spent more than 25 years working in nonprofit executive leadership. She has worked with local, regional, and national nonprofit organizations in executive leadership positions, including work with several nonprofit homeless committees and organizations. She was COO of a domestic violence and human trafficking shelter and served as CEO of BETA Center, a residential program for pregnant and parenting teens. Ruth has considerable experience working with young people and human trafficking survivors. She facilitated a replication project bylaws review for Dave's House, a residential program for adults with SMI, and has overseen contract development and monitoring for the Homeless Services Network.



Madeline Cameron Wardleworth LLM, LLB, BIR

Madeline is a social change specialist who has worked with organizations including Diversity Council Australia and TIME'S UP. She previously served on the senior leadership team at the campaign for a new global treaty specific to ending violence against women. Earlier, Madeline worked as a Postdoctoral Research Scholar at the Columbia Law Center for Intersectionality and Social Policy Studies and African American Policy Forum, on campaigns including #SayHerName. Madeline holds a Master of Laws from Columbia University. She started her career at global law firm King & Wood Mallesons, where she co-led the Brisbane Youth Service Homeless Persons' Legal Clinic.

Implementation schedule

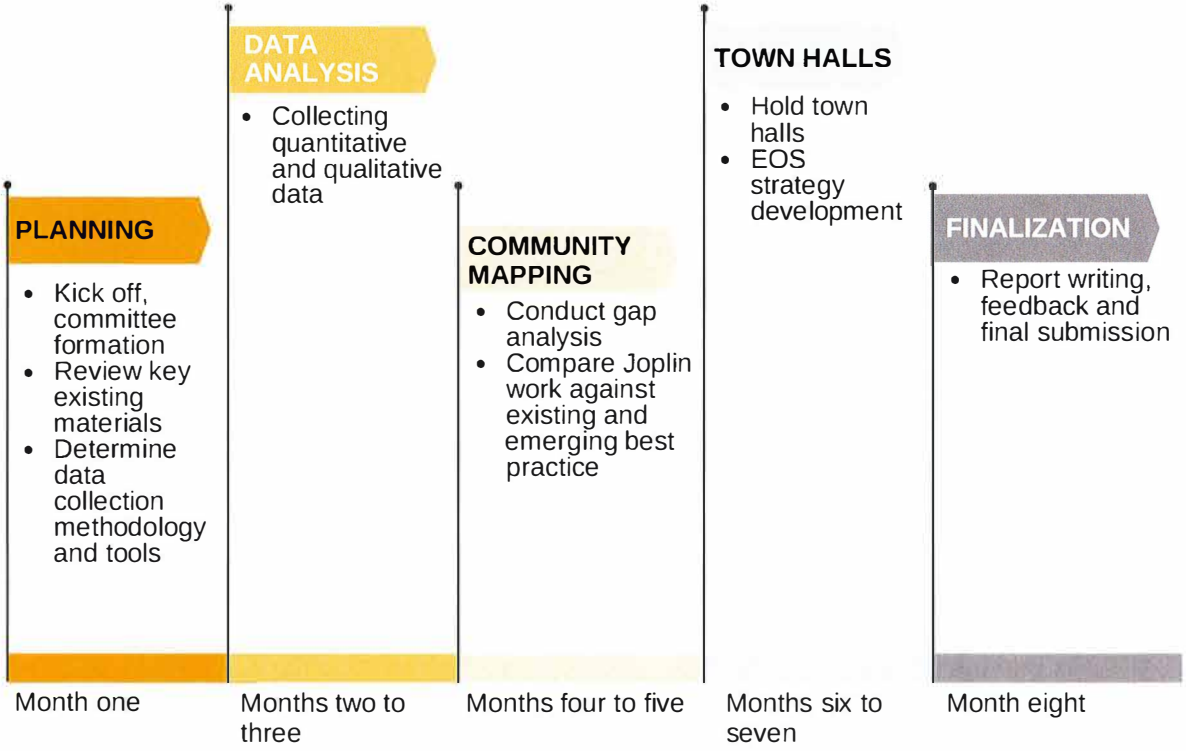
Participatory processes expertise

We are specialists in the development and implementation of participatory processes. Community-building through thoughtful data collection, inclusive engagement, and collectively co-designed projects are in our DNA. Our approach focuses on maximizing stakeholder participation. We typically structure planning phases so as to enable close collaboration with the client to carefully conceptualize the project while being wise to context and constraints. The phases set out as follows are informed by this conviction, and are therefore inherently flexible.

Facilitation expertise

Our team has extensive facilitation experience. Carol is a frequent facilitator of various groups, with expertise in high-conflict resolution. Ruth has developed and facilitated single and multi-day strategic planning experiences. She has done so for small cohorts as well as large volunteer, support staff, and executive leadership teams, from nonprofit, government, and community groups. Ruth has also led seminars and training on planning and fund development-related topics. Madeline is an expert facilitator with Diversity Council Australia. She has developed and delivered remote workshops for clients around the world.

High-level timeline



Completion

The above high-level timeline reflects a schedule of completion, including having the draft report reviewed and feedback incorporated, by the project's eighth month. Should the project commence on May 1, 2023, this would see the project completed by the end of December 2023.

Proposed work plan



Phase one — Planning

Pre-visit, preparation, planning, and document review

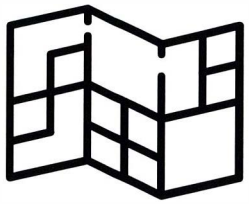
- Hold a kick-off call with City of Joplin leadership to co-design the project plan, timeline, and communications system, and form a steering committee
- Finalize contract
- Develop a contact list to support project management
- Develop an initial content outline for stakeholder surveys using TypeForm
- Identify and gather background information and resources from the City of Joplin (HMIS system, prior HUD reports, partnership agreements, statistical data, grants, Point in Time Counts, etc)
- Co-design a data collection methodology in partnership with stakeholders, including hosting an in-person meeting with CoC and staff, partners, and stakeholders to solicit feedback
- Review and finalize project methodology
- Launch surveys



Phase two — Data collection

Program reviews, observations, interviews, surveys

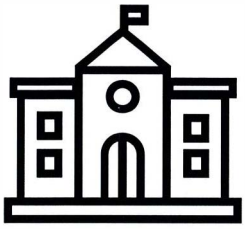
- Gather and analyze existing data and information from current homeless coalition partners and providers to identify system structure and service gaps
- Analyze HMIS-generated reports and data (HUD system performance measures, at the time homeless, homeless longer than a year, into permanent housing, returns to homelessness, unsheltered six to 12 months/two years, length of time homeless, HMIS and self-report, time to housing, PIT, housing inventory, HIC)
- Review previous NOFA and HUD feedback
- Identify types of homelessness in the community including four HUD definitions and Department of Education definition
- Analyze the Coalition's Homeless Population Counts data including point in time count, HMIS annual count, and public school system reports
- Identify the degree of coordination and collaboration currently in place between providers and among schools, housing authority, local government(s), law enforcement, and healthcare providers
- Identify current state and local law enforcement statutes, ordinances, code enforcement, zoning opportunities, and any gaps, and consider how these ordinances influence the population encampments. Compare with recent Supreme Court decisions
- Determine the level of options utilized versus criminalization



Phase three — Community mapping

Needs analysis

- Map locations of Joplin service providers' offices and facilities
- Map and diagram CoC across and through various organizations
- Identify agency and service-providing organizations' capacities and priorities
- Identify provider capacity building and inhouse training needs in alignment with best practices and emerging best practices (ie housing first principles, motivational interviewing, trauma-informed care)
- Identify any unmet needs of homelessness population
- Identify barriers to accessing services needed for upward mobility (including transportation, licensed childcare, mental and medical health care, substance abuse, food access, coordinated entry and case management, employment and skills training opportunities, clothing resources, and technology and communication access)
- Assess whether accessing units from PHA and LIHTC sources
- Map current versus available funding for services locally, statewide, and nationally, and identify gaps in accessing funding
- Provide in-person progress and status presentation updates



Phase four — Town halls

Qualitative analysis through community conversation

- Identify current availability of housing types and related services for homelessness entry (rapid rehousing needs), upsizing, and growth; analyze the 2022 Joplin Housing Study
- Identify existing community education efforts highlighting issues and services available within the CoC, jurisdictional awareness, and community awareness
- Engage community groups to identify current homelessness housing efforts underway across the private sector including funders, faith institutions, foundations, and corporations
- Convene and facilitate town hall-type events among service providers with a SWOT analysis (providers should include non-profits, the business community, the City of Joplin, Joplin schools, faith institutions, law enforcement, health care providers, corrections, veterans' services, and coalition members)



Phase five — Finalization

Report writing, revision per feedback, and final submission

- Report writing (gathering any additional data and information needed to complete the project plan and report)
- Revise based on feedback
- Provide the end-of-project written report in pdf form with recommendations and action steps. (Graphic design included in quote)
- Provide in-person presentation

Investment

Team member	**Phase 1** Planning	**Phase 2** Data analysis	**Phase 3** Community mapping	**Phase 4** Town halls	**Phase 5** Finalization	**Total hours**	**% of costs**
Carol Wick	8	25	29	27	45	134	30.2%
Martha Are	3	8	14	3	10	38	8.5%
Ruth Patrick	12	12	37	35	10	106	23.8%
Madeline Cameron Wardleworth	13	30	21	17	85	166	37.4%
Total	*36*	*75*	*101*	*82*	*150*	*444*	

Please note that we propose to start this work with an initial phase in which the project and its methodology are co-designed. This would involve reviewing and setting the total number of hours.

Budget item	**Cost**
Labor, admin, supplies	$80,040
Estimated travel*	$12,170
Total	**$92,210**

Not-to-exceed cost for services

The above figure represents our not-to-exceed cost for services. Travel is billed at cost including federal per diem rates. Reduced travel could result in a price reduction.

Select works and clients

Presentations and publications

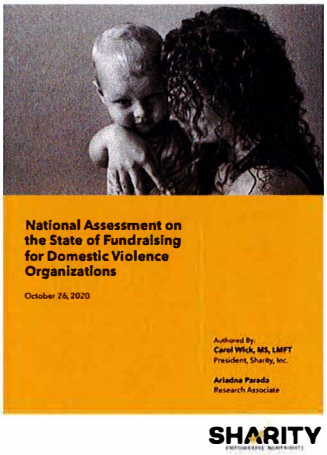
"Funding your housing solutions," Los Angeles Domestic Violence and Homeless Services Collaborative Symposium, October 2017.

"Housing First and Domestic Violence Survivors – Ensuring success," Central Florida Continuum of Care Case Manager training, July 2018.

Wick, Carol, MS; Apple, Marlo, MEd; Rivers-Cochran, Julie Ann, M.S.W.; Massey, Chelsea. Across the Continuum: Recommendations on Housing for Survivors of Domestic Violence in Florida. (2014)

Case study: Internationally comparative assessment of domestic violence shelters' fundraising effectiveness

Alongside partners — the National Coalition Against Domestic Violence, the YWCA, and frontline domestic violence shelters — Sharity evaluated types of housing available for survivors of domestic violence transitioning out of emergency shelters. Sharity engaged numerous national and state associations as well as over 250 shelters in multiple countries. The assessment was used to raise awareness and funds of over $3M during the COVID-19 pandemic.



NATIONAL COALITION AGAINST DOMESTIC VIOLENCE NCADV

eliminating racism empowering women ywca

Harvest Time International

Rescue Outreach Mission

Freedom Network USA

Frederick County, Maryland 1748

DHS

domesticshelters.org

The Shelter for Abused Women & Children

Maitland Presbyterian Church

Early Learning Coalition of Miami-Dade/Monroe

Habitat for Humanity Seminole-Apopka

UAP United Against Poverty

Eastern Panhandle Empowerment Center

Central Florida Diaper Bank Est. 1995

Saint Peter Claver

Immersion A Point of Re-Entry

Faith Grace Be Open To Change

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-272 – Street Vacation

MEETING DATE:
June 5, 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 023-23: Vacation of Streets – A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave – RBC Holding Co.

BACKGROUND:
Rick Benson is requesting to vacate an undeveloped portion of 9th St., to construct duplexes. Their team plans to have a building on the undeveloped public right-of-way. During the City's review of the project, staff required that Mr. Benson request to vacate the portion of 9th St his buildings were on.

Sanitary sewer is the only utility with any interest in the right of way. They are asking that they retain the 20-foot-wide utility easement and to protect their existing facility, matching the existing easement north of 9th St. The proposed building will not impact where sanitary sewer currently has facilities. A utility easement will be kept on this portion of 9th St running North.

Mr. Benson's proposed development does not have any buildings on top of sanitary sewer easements.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wayne Stephenson with GB Engineering spoke in favor of the case and represented the owner. Mr. Jackson asked Mr. Bolander how the vacated property is divided. Mr. Bolander responded that it is split between adjacent property owners.

PUBLIC COMMENT;
Darci Peterson stated she was in favor of vacating 9th St. They had lived there for 25 years, and they own almost two acres right there on 9th St where it dead ends into Peters. She stated she does have a question because she had been unable to find the answer. She directed the question to Mr. Stephenson. She asked if they plan to open 9th St into your development. Wayne Stephenson stated that 9th St will not continue through. Ms. Peterson stated she did not want the extra traffic through the neighborhood.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-272
Planning & Zoning Commission recommends approval of Case 023-23 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 023-23 A request to vacate a street.

APPLICANT RBC Holding Co.

REPRESENTATIVE Rick Benson

LOCATION Approximately 200 feet of 9th St between S Rex Ave and S Peters Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
9th St	Approximately 200′

REASON FOR VACATION

Rick Benson is requesting to vacate an undeveloped portion of 9th St., to construct duplexes. Their team plans to have a building on the undeveloped public right-of-way. During the City's review of the project, staff required that Mr. Benson request to vacate.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Yes, Sanitary Sewer is currently located within the right-of-way.

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

Utilities have no planned interest in the right-of-way.

DISCUSSION

Sanitary sewer is the only utility with any interest in the right of way. They are asking that they retain the 20-foot-wide utility easement and to protect their existing facility, matching the existing easement north of 9th St. The proposed building will not impact where sanitary sewer currently has facilities. A utility easement will be kept on this portion of 9th St running North.

Mr. Benson's proposed development does not have any buildings on top of sanitary sewer easements.

Staff recommends approval of Case 023-23.

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.: 023-23
Filing Fee: $550.00
Received: 4/7/23
Date Advertised: _____
Proj. No.: 23-152
Public Hearing Date: _____

Applicant: Wayne Stephenson Phone No.: 417-825-5291

Address: 302 S. Sergeant Ave, Joplin, MO 64801 Email: Wayne@GBCivil.com

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

Address: 4005 W 32nd Street, Joplin, MO 64804 Email: rick@rickbensonconstruction.com

Location of Street or Easement: A portion of 9th street - between Peters and Rex (see exhibit)

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.

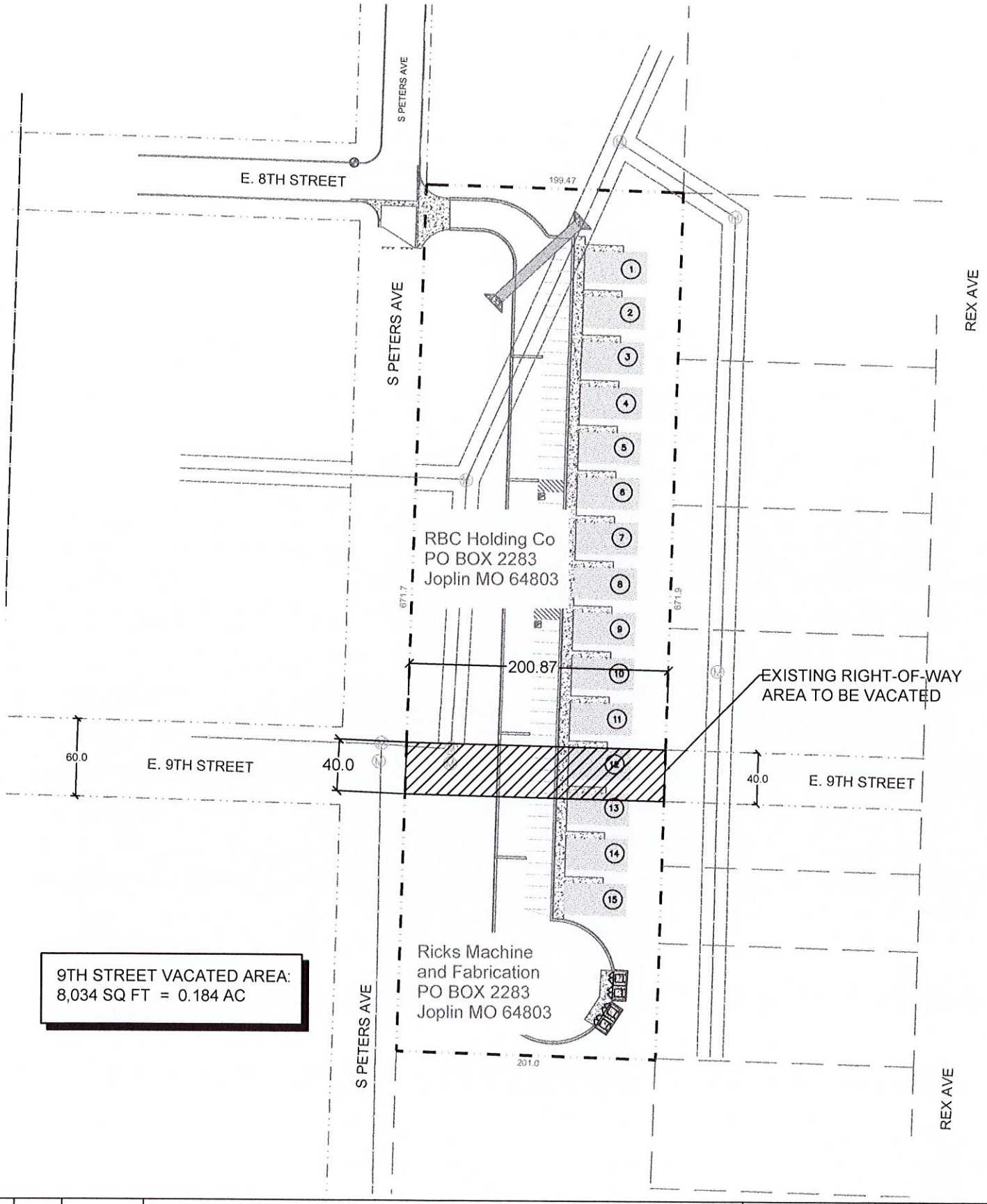
○ ◉ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

◉ ○ 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:** 3-10-23



9TH STREET VACATED AREA:
8,034 SQ FT = 0.184 AC

GBE# 21028

DATE: 1-16-23
SCALE: 1" = 100'
DRN: WS

9TH STREET RIGHT-OF-WAY VACATE AREA

GB ENGINEERING
302 S. SERGEANT
JOPLIN, MO 64801
WAYNE@GBCIVIL.COM
PH: 417-825-5291

GB ENGINEERING
CIVIL ENGINEERING AND DESIGN

The use of these plans and specifications shall be restricted to the site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse or disclosure by any method, in whole or in part, is prohibited. These drawings and specifications contain proprietary information and title remains in GB ENGINEERING, LLC.

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

9TH STREET VACATION

ALL THAT PART OF NINTH STREET (9TH STREET) BEING FORTY FEET (40') IN WIDTH LYING ADJACENT AND CONTIGUOS TO LOTS EIGHT (8) AND NINE (9) AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF PETERS AVENUE AND BEING BOUND ON THE EAST BY THE PROLONGATION OF THE EAST LINE OF LOTS EIGHT (8) AND NINE (9) IN OAK RIDGE SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



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 RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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.

_____ 01/11/2023
Authorized Representative Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

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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.

Jerry Jenkins — Authorized Representative — 3/8/2023 — Date

Missouri American Water — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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.

J R [illegible] — Authorized Representative

1-20-2023 — Date

LIBERTY UTILITIES — Name of Utility

Signature: Jose Arellano
Jose Arellano (May 11, 2022 15:28 CDT)

Email: jose.arellano@spireenergy.com

Signature: Julie King
Julie King (May 13, 2022 13:26 CDT)

Email: julie.king@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* Approximately 400 LF of E. 9th Street

Located at: between S. Peters Ave and S. Rex Ave

For the following purpose: New housing development

For Utility Use:

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

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

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

Alex Sammet (May 16, 2022 20:38 MDT)
Authorized Representative

05/16/2022
Date

Spire Missouri Inc.
Name of Utility

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

May 9th, 2022

RBC Holding Company

Re: 400' LF of E. 9th Street, between S. Peters Ave & S. Rex Ave.

Vacation: 400' LF of E. 9th Street, between S. Peters Ave & S. Rex Ave.

RBC Holding Company,

In response to your letter letter dated April 27th, 2022 relative to the above referenced street vacation.

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

Sincerely,

Alex Sammet (May 16, 2022 20:38 MDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: Wayne@gbcivil.com

Engineering Dept. Approval: JMA

System Planning Approval: JMK

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 RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200LF of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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: RETAIN 20-FOOT WIDE UTILITY EASEMENT AND PROTECT FACILITIES, MATCHING THE WIDTH OF THE EXISTING EASEMENT NORTH OF THE 9TH STREET RIGHT-OF-WAY

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

Chris Parker, P.E. — Authorized Representative

3/13/23 — Date

CITY OF JOPLIN SANITARY SEWER — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
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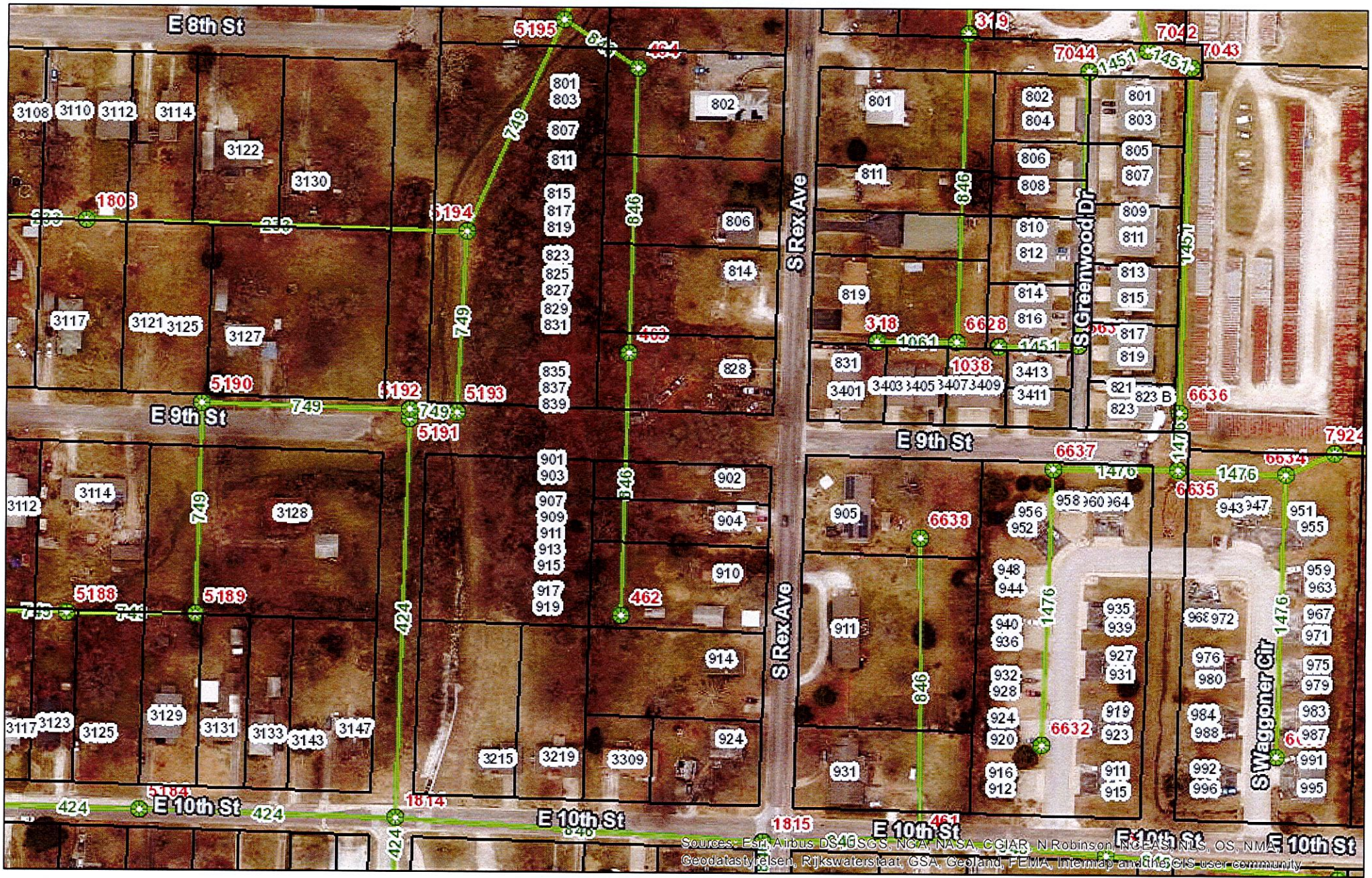
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   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

Chris Parker
Authorized Representative

4/10/2023
Date

City Stormsewer
Name of Utility



Date: 4/20/2023

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

- Local Historic Landmarks
- Joplin City Limits
- Addresses
- Jasper Parcels
- Newton Parcels
- Joplin Streets

JoplinMH

- JoplinMH

JoplinSewer

- GRAVITY
- PRESSURE
- Abandoned

- 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 023-23: Vacation of Streets

> 9TH St-Vacation of Streets-A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave-Rick Benson

Wayne Stephenson, 302 S. Sergeant Ave., Joplin, Missouri. He represented GB Engineering. He stated they were seeking a street vacation to allow for some duplexes. The street is currently not developed. The surrounding streets are not developed either. Therefore, they are seeking vacation of streets approximately 200 feet of 9th St between S Rex Ave and S Peters Ave.

Mr. Kimble asked if there were any questions from the Commission on Case 023-23.

Mr. Jackson stated he had a question for the City. Mr. Jackson asked Mr. Bolander when this property is vacated how does the property become divided up by ownership.

Mr. Bolander stated typically when property is vacated half would go to the north property owner and half would go to the south property owner.

There were no further questions.

Mr. Kimble asked if anyone wished to speak in favor of Case 023-23.

Darci Peterson, 3114 E. 9th St, Joplin, Missouri. She stated she was in favor of vacating 9th St. They had lived there for 25 years, and they own almost two acres right there on 9th St where it dead ends into Peters. She stated she does have a question because she had been unable to find the answer. She directed the question to Mr. Stephenson. She asked if they plan to open 9th St into your development.

Answer was inaudible.

Ms. Peterson stated so it will just be 8th St that opens in.

Answer was inaudible.

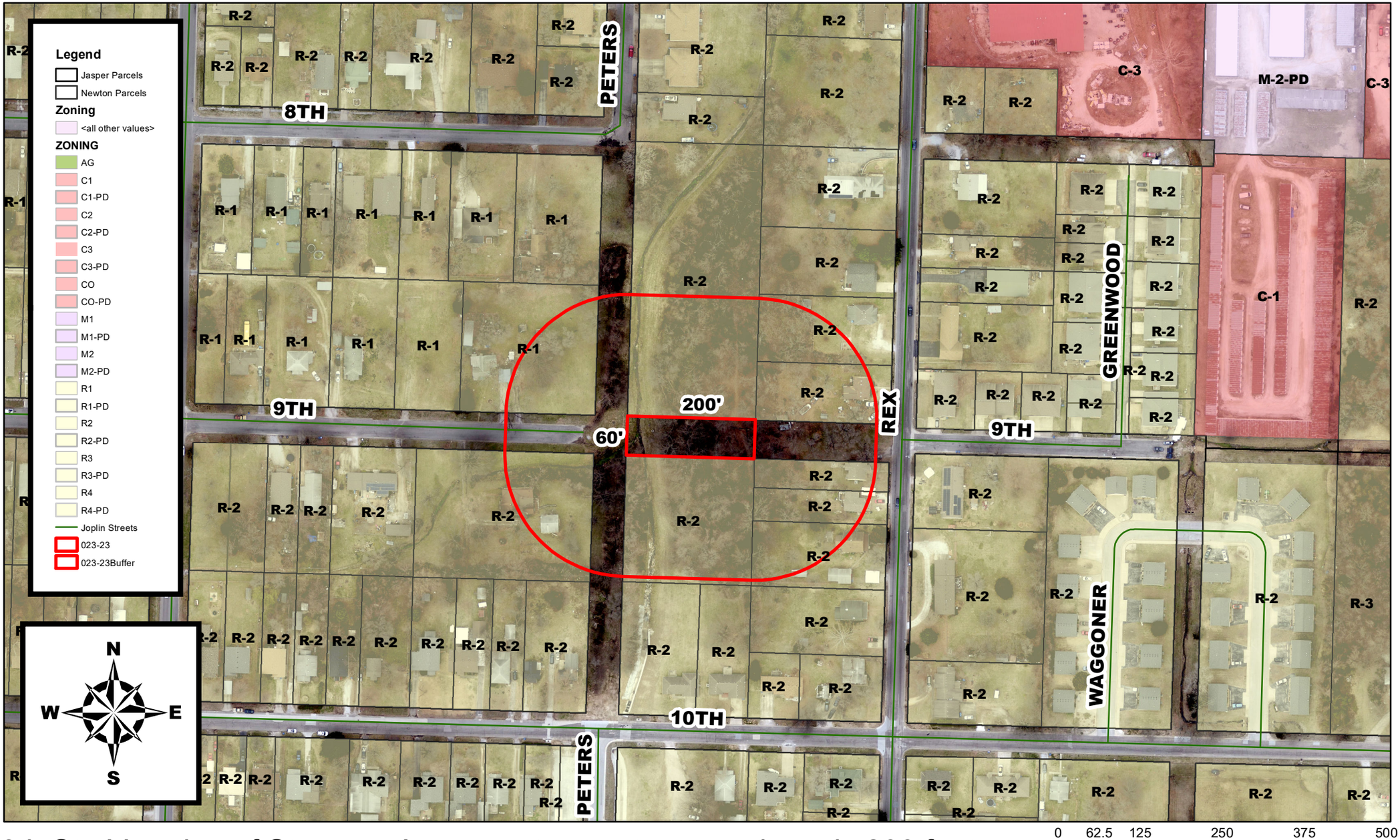
Ms. Peterson stated yes. They like the country setting and not having traffic whip through the property. Thank you.

Mr. Kimble asked if anyone wished to speak in opposition of Case 023-23.

There were none.

MR. JACKSON MOVED THAT CASE 023-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Case 023-23 - Street Vacation



9th St - Vacation of Streets – A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave – Rick Benson

P & Z Case 023-23
RBC Holding Co.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-272 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, 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 200 feet of 60 feet-wide right-of-way of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri described as follows:

ALL THAT PART OF NINTH STREET (9TH STREET) BEING FORTY FEET (40') IN WIDTH LYING ADJACENT AND CONTIGUOUS TO LOTS EIGHT (8) AND NINE (9) AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF PETERS AVENUE AND BEING BOUND ON THE EAST BY THE PROLONGATION OF THE EAST LINE OF LOTS EIGHT (8) AND NINE (9) IN OAK RIDGE SUBDIVISION TO 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 2023-270 – Street Vacation

MEETING DATE:
June 5, 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 024-23: Vacation of Streets – A request to vacate approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave – 200 Block Commons, LLC

BACKGROUND:
The applicant owns all adjacent property along the alley. The owner plans to improve the entrances for his tenants, along with providing a common greenspace within the vacated property. Utility companies have commented on the request stating that they currently have interests in the easement. There are no objections so long as utility easements remain. No permanent structures will be added impeding the rights of the utility companies or City services.

Mr. Bellairs contacted GFL trash services, who services the properties on the block. GFL stated that they do not have any concerns with the vacation of the alley.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Phillips asked if this would affect the trash services in the area. Mr. Bellairs stated that he had contacted the trash company and the trash company stated that they are able to access the alley by backing in from 6th St. Ms. Steele asked if there was a City requirement for enclosing dumpsters. Mr. Bolander explained that this was only required when the dumpsters are visible from public right-of-way. Mr. Kimble inquired from Mr. Neal where he would be placing his dumpsters. Mr. Neal stated he would be placing them at the end of the alley.

PUBLIC COMMENT;
Mr. Neal, the owner, represented the case. There was no public comment in opposition.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-270
Planning & Zoning Commission recommends approval of Case 024-23 (6 in Favor, 0 Opposed, 1 absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 024-23 A request to vacate an alley.

APPLICANT 200 Block Commons, LLC.

REPRESENTATIVE 200 Block Commons, LLC.

LOCATION Approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 130′

REASON FOR VACATION

200 Block Commons, LLC is requesting to vacate the alley, to provide better entry for their tenants, along with a common green space. Utility easements will remain.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Yes, Spark Light, Spire Gas, and Liberty Utilities have utilities located in the right-of-way.

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

Other than the utilities that are already located in the right-of-way, utilities do not have any future plans to locate within the right-of-way.

DISCUSSION

Utility easements will remain, but public right-of-way is requested to be vacated. The proposed development of the property will not include any buildings or permanent structures. The applicant plans to build entry steps for the tenants, as there is currently a significant drop from the door to ground level. The applicant also seeks to develop a green common space for the tenants.

Mr. Bellairs contacted GFL trash services, who services the properties on the block. GFL stated that they do not have any concerns with the vacation of the alley.

Staff recommends approval of Case 024-23.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Procedures

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

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

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

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

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

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

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.: 024-23
Filing Fee: $550.00
Received: 4/7/23
Date Advertised: _____
Proj. No.: 23-161
Public Hearing Date: 5/8/23

Applicant: 200 Block Commons, LLC Phone No.: 417-849-1605

Address: 212 S. Joplin Avenue, Suite 3, Joplin, MO 64801 Email: jneal@nealgroupconstruction.com

Owner: same as above Phone No.: _____

Address: _____ Email: _____

Location of Street or Easement: Alley between 512 S. Virginia and 508 S. Virginia, Joplin

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:** 4-7-23

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: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC *, being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the alley between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

For Utility Use:

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

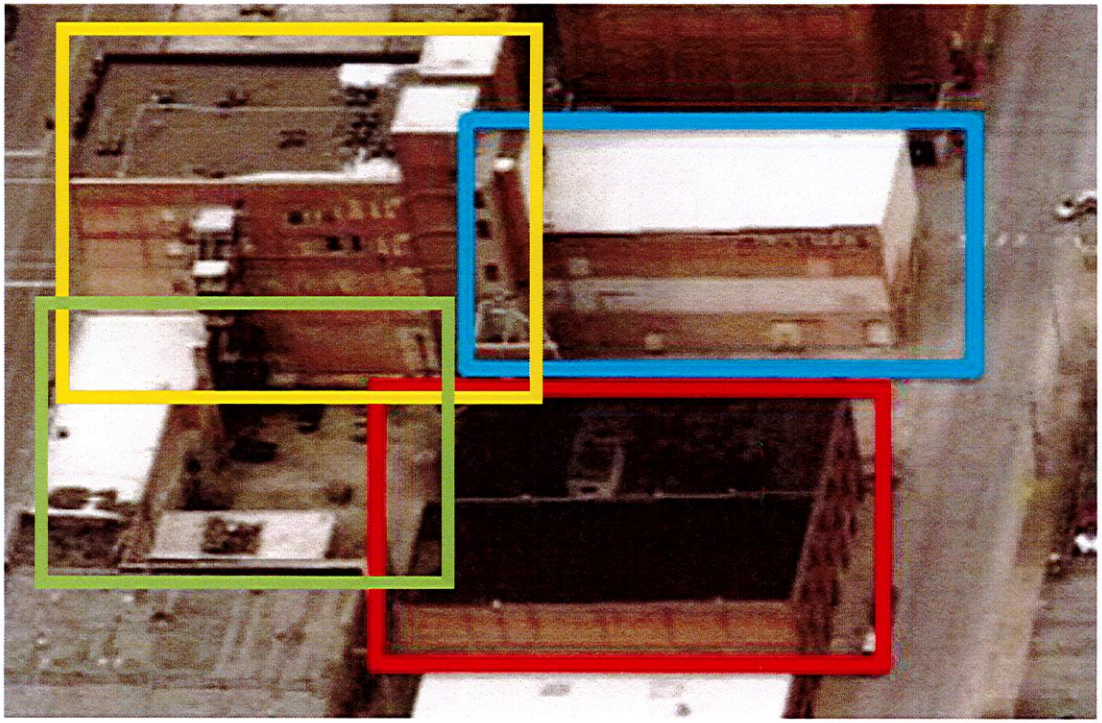
2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities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

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

Gene Lollis — Authorized Representative

02/28/2023 — Date

AT&T — Name of Utility

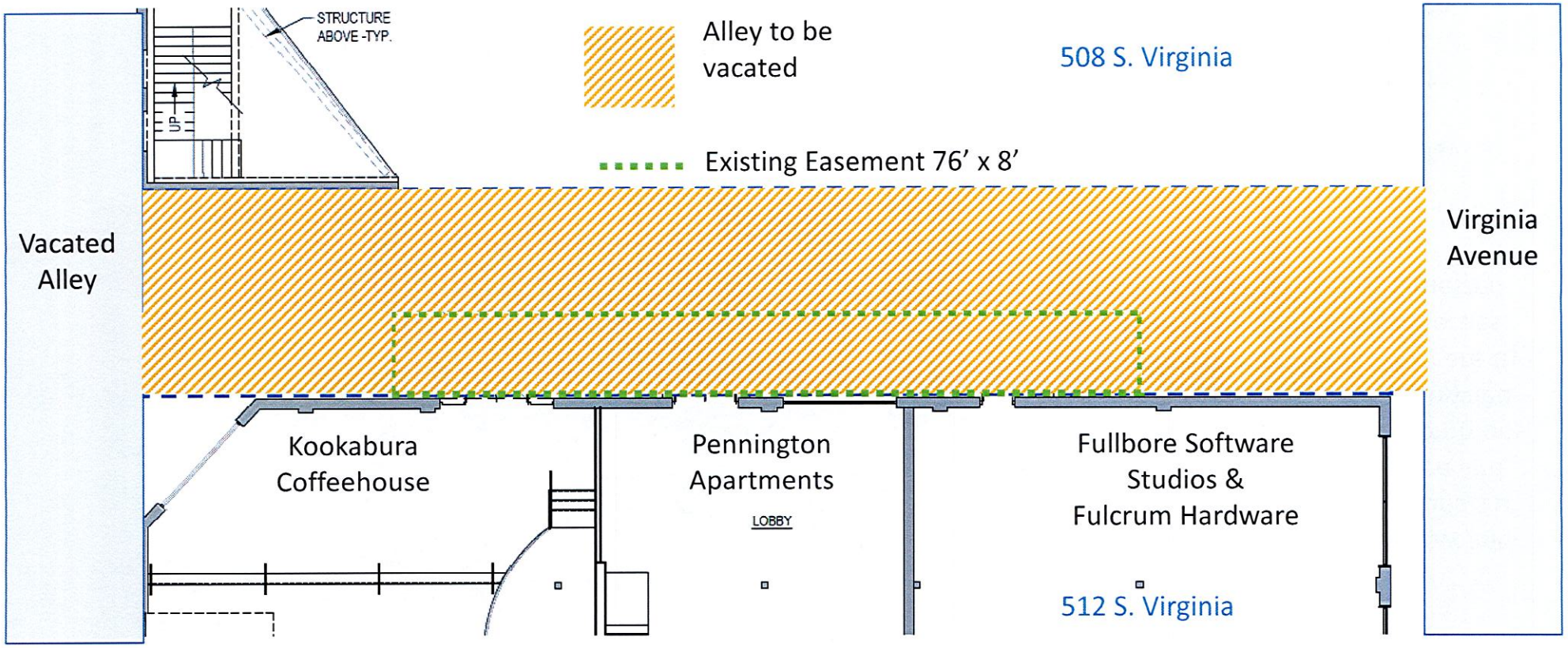


200 Block Commons, LLC
Alley Vacation Request

The properties outlined in yellow and blue are owned by 500 Commons, LLC. The properties outlined in green and red are owned by 200 Block Commons, LLC. Both companies are fully owned by Carolina and Jeff Neal. They are the owners of all surrounding properties and the applicants for this requested alley vacation.

Alley Legal Description from Council Bill No. 6888 Ordinance NO. 5888 establishing the alley on the first day of February, 1916.

"A strip of ground (20) feet wide north and south by one hundred and twenty (120) feet long east to west described as follows: **The South twenty (20) feet of the North twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending from Virginia Avenue on the east to Porter alley on the west."**



200 Block Commons, LLC: Alley to be vacated for Pennington Apartments Development



Requested Alley Vacation

Pennington Drug Building #4: 512- 520 Virginia Avenue Joplin, MO 6/23/20

Exterior north side

#1 Future Commercial Leasse Tenant
#2 Pennington Lofts Entry Lobby
#3 Kookabura Coffee House



Pennington Drug Building #4: 512- 520 Virginia Avenue Joplin, MO 6/23/20
Exterior north side

Architectural Renderings of Future Development





Recorded in Newton County, Missouri

Recording Date/Time: 03/02/2023 at 08:22:47 AM

Book: 372 Page: 1210

Instr #: **202301231**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

GENERAL WARRANTY DEED

File No.: G23-135993

GRANT

THIS DEED made and entered into February 28, 2023 by and between **Nicholas Andrew Reynolds and Kelsey Lane Reynolds, husband and wife**, Grantor, of the County of Newton, State of Missouri, and **Cameron Tournear and Alyssa Tournear, husband and wife**, Grantee, of the County of Newton, State of Missouri, whose mailing address is: 24 S. Roane St. Webb City, MO 64870

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Newton, State of Missouri, to wit:

ALL OF LOT NUMBERED ELEVEN (11) IN J.A. FINLEY'S THIRD ADDITION TO THE VILLAGE OF SUNNYVALE, NOW IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

Nicholas Andrew Reynolds

Nicholas Andrew Reynolds

Kelsey Lane Reynolds

Kelsey Lane Reynolds

STATE OF MISSOURI

COUNTY OF JASPER

On February 28, 2023, before me, personally appeared Nicholas Andrew Reynolds and Kelsey Lane Reynolds, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

James Lawrence Boone, Jr., Notary Public

My Commission Expires: September 10, 2024

JAMES LAWRENCE BOONE JR.
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Sept. 10, 2024
Commission #20214311

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: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC *, being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the alley between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

For Utility Use:

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

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

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

Gene Lollis _____ 02/28/2023

Authorized Representative — Date

AT&T

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the alley between 512 S. Virginia and 508 S. Virginia

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For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

For Utility Use:

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

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

Terry Jenkins — Authorized Representative

3/30/2023 — Date

Missouri American Water — Name of Utility

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

March 1st, 2023

200 Block Commons, LLC
212 S Joplin Ave
Joplin, MO 64801

Re: Vacation of the Alley between 512 S. Virginia and 508 S. Virginia

Vacation: of the alley on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia, also being between 512 S. Virginia and 508 S. Virginia.

200 Block Commons, LLC,

In response to the vacation request letter dated February 27th, 2023 relative to the above referenced alley vacation request.

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

Sincerely,

Alex Sammet (Mar 3, 2023 16:06 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: mmcmanis@nealgroupconstruction.com and jneal@nealgroupconstruction.com.

Engineering Dept. Approval: JMA
JMA

System Planning Approval: JVG
JVG

Signature: Jack V Gagan
Jack V Gagan (Mar 3, 2023 20:54 CST)

Email: jack.gagan@spireenergy.com

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: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

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For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

For Utility Use:

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

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

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

Chris Parker, Civil Engineer 2 — Authorized Representative

4/06/23 — Date

City Sanitary Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

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For Utility Use:

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

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

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

Chris Parker, Civil Engineer 2 — Authorized Representative

4/06/23 — Date

City Storm Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the alley between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

AMS
Alex Sammet (Mar 3, 2023 16:06 CST)

Authorized Representative

03/03/2023
Date

Spire Missouri Inc.
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

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For Utility Use:

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

2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
     We do have underground cable west of this alley going from end pole to building to North
   - ☐ 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.

_____ 4/3/23
Authorized Representative — Date

Spar K light
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
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Case Number: _____
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   ■ Yes (proceed to #2) □ No (form complete)

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

   ■ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - □ Retain utility easement and protect facilities
   - □ Relocate facilities
   - ■ Other: As long as applicant agrees to work with Liberty for new easements for the project as needed based upon consultation with our construction planning department as the project progress, Liberty has no objection to this vacate request

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

Jeff Lebeda — Jeff Lebeda — 3/2/2023

Authorized Representative — Date

Liberty Utilities

Name of Utility

Case 024-23: Vacation of Streets

> Alley-Vacation of Streets-A request to vacate approximately 130 feet of an alley between 508 S. Virginia Ave and 512 S. Virginia Ave-200 Block Commons, LLC

Jeff Neal, 212 S. Joplin Ave. Ste 3, Joplin, Missouri. Mr. Neal stated he represented 200 Block Commons, LLC. The plans were to turn the space that was 508 S. Virginia Ave into a public greenspace. They plan to build 21 apartments.

Mr. Kimble asked if there were any questions from the Commission on Case 018-23.

Ms. Phillips asked about the trash trucks. She said right now there are dumpsters down there.

Mr. Neal stated the alley was vacated in 1916.

Mr. Bellairs stated he had comments from the trash company. He contacted the trash company on behalf of the applicant. The trash company has confirmed they can get into the alley off 6th St and back into the vacated alley running north and south.

Mr. Kimble stated to be clear. They will back in from Virginia or back in from 6th St.

Mr. Bellairs said they will back in from 6th St. He stated that was what they had done in the past and currently.

Ms. Phillips stated she did not want to see a bunch of dumpsters on Main Street or Virginia or 5th or 6th or compactors or roll off containers.

Mr. Neal stated he did not have an answer for them. He said any one of the properties from 6th back could enforce property rights.

Mr. Bolander said nothing was going to change with the trash company. That was something that Mr. Bellairs had done was to contact them to see if this was an issue. According to the trash company this would not change their practice now. They have rights to use it from the property owners and they currently back up to get the trash.

Mr. Neal said to his knowledge because of the bridges that go from the alley to the building across the alley the trash trucks don't generally go under those bridges because of the bridge height. That is also why the fire department won't go in there as well.

Mr. Kimble asked so where would the apartment trash service be located. Next to the front door on the north side of the building or the west side of the building in the back from 6th St alleyway.

Mr. Neal stated they own Pennington Building and our new trash dumpster space will actually be down the alley further behind our building. So, that was our intention to put it on our half of the vacated alley further down so the trash truck would have less space to travel.

Mr. Kimble asked if there was another door exiting that building closer from the apartments. To take out their trash they are going to have to walk down and around the corner and through the alley to the south.

Mr. Neal said no, there is currently a fire escape that goes down and the tenants would basically be walking the same distance they do now because presently they do not have trash service set up. Trash service for the Pennington Lofts as well as the Christman Lofts would be combined. So, there will not be a new dumpster down there. They will end up using the existing dumpster. It may get dumped more than once a week, but they are not increasing the number of dumpsters in the alley.

Mr. Kimble stated but they will have to walk around the corner and south to drop their trash off.

Mr. Neal stated that was correct. The dumpster currently at the Christman building is around the corner and to the north so it is effectively the same distance.

Mr. Jackson asked if they could repeat what the trash company said they would do for trash service. What was the response to the City.

Mr. Bolander stated that was one of the first things they checked on because it was a concern to the City as well. Also, there was a concern from a neighbor or property owner in that area. According to them nothing changes. Currently, they back down the alley from 6th St and then exit from that same alley. Vacated alley, he stated he should mention.

Mr. Jackson said he was just trying to figure out the access point on 6th St.

Ms. Steele stated she thought restaurants and apartment buildings were required by City code to provide an enclosure for the dumpsters. She asked Mr. Neal if he planned to enclose the dumpsters for that many units. Enclosed by a decorative fence or if not decorative well maintained.

Mr. Neal stated he did not at this point and did not think it was a requirement in this case.

Mr. Bolander stated when it is visible from the public right of way that is a requirement but a lot of the newer developments you will see that when it is visible from the public right of way but in this case behind these facilities if it is not visible between buildings you will see that wall or buffer.

Ms. Steele said to take only one parking space. Just a comment.

Mr. Kimble asked if there were any questions from the Commission on Case 024-23.

There were none.

Mr. Neal stated he wanted to make one more comment. They had already received an easement from the City on this property. That easement happened prior to them gaining ownership of the buildings to the north. So, that alley already had an easement that they are allowed to build into which is 8 feet of the 20 feet wide alley. So, at this point the alley had already been reduced to 12 feet wide by the easement they were granted a 1 year or 1-½ year ago. So, the utility of that remaining space becomes less and less.

Mr. Kimble asked if anyone wished to speak in favor of Case 024-23.

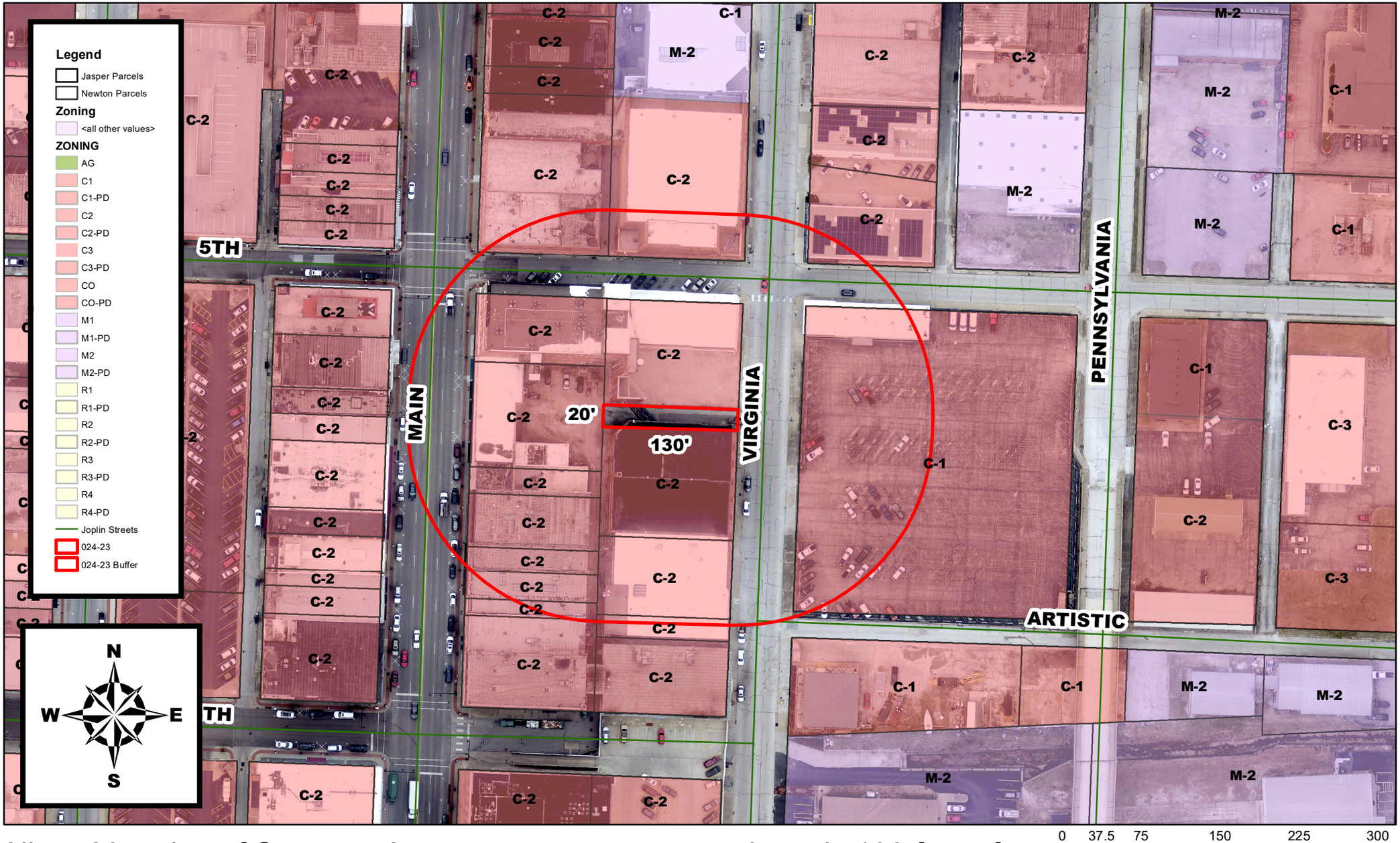
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 024-23.

There were none.

MR. JACKSON MOVED THAT CASE 024-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED.
(6 IN FAVOR, 0 NAY, 1 ABSENT)

Case 024-23 - Street Vacation



Alley - Vacation of Streets – A request to vacate approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave – 200 Block Commons, LLC

P & Z Case 024-23
200 Block Commons, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-270 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, 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 130 feet of right-of-way of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri described as follows:

A strip of ground (20) feet wide north and south by one hundred and twenty (120) feet long east to west described as follows: The South twenty (20) feet of the North twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending from Virginia Avenue on the east to Porter alley on the west.

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 2023-271 – Voluntary Annexation

MEETING DATE:
June 5, 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 030-23: Voluntary Annexation – A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County – ACME Land Co.

BACKGROUND:

All property will be annexed in as R-1 Single-Family Residential. The property will need to rezone for any future commercial or industrial development. The property is vacant with one vacant existing single-family home.

Raymon Sharp, has agreed to voluntarily annex into the City. The City contributed to the development of the MODOT corridor years back. Since then, the City attempted to involuntarily annex the property East and West of the corridor, but it did not pass. Now, the owner is requesting annexing into the City.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander represented the case. He explained the background on this property and noted that the City and its citizens are trying to capitalize on the dollars invested into developing the corridor by bringing the property into the City limits. Mr. Jackson asked if there were plan for utilities. Mr. Bolander explained that when MODOT was developing Highway I-249, the City installed a sleeve under 249 to provide access to Sewer utilities on the East side of the road.

Ms. Phillips asked about lead contamination in the soil. Mr. Bolander stated they used some of the contaminated soil for the 249 corridor and then they encapsulated it with concrete.

PUBLIC COMMENT;
Donna Strup spoke in opposition. She stated that it was mentioned that the property would be used as industrial property. She asked what the proposed use was. Mr. Bolander responded that there is no proposed use at this time. He stated that those uses were just what was expected to be seen along the corridor, but that when property is annexed into the City, it comes in as R-1.

Mr. Jackson asked if the property is in the County's jurisdiction right now. Mr. Bolander stated yes. Mr. Jackson then asked if bringing the property into the City puts more control on zoning and use. Mr. Bolander confirmed this.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-271
Planning & Zoning Commission recommends approval of Case 030-23 (4 in Favor, 2 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 030-23 A request to voluntarily annex property into the City of Joplin

LOCATION Property East and West of Highway I-249, South of Newman Rd.

APPLICANT Raymon Sharp

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant/one Single-Family Home	Approximately 200 acres

DISCUSSION

The applicant is requesting to annex this property into the City of Joplin for future industrial development. All property will be annexed in as R-1 Single-Family Residential. The property will need to rezone for any future commercial or industrial development. The property is vacant with one vacant existing single-family home.

Raymon Sharp, has agreed to voluntarily annex into the City. The City contributed to the development of the MODOT corridor years back. Since then, the City attempted to involuntarily annex the property East and West of the corridor, but it did not pass. Now, the owner is requesting annexing into the City.

Staff recommends approval of Case 030-23.

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.: 030-23
Filing Fee: $0.00
Received: 4/18/23
Proj. No.: 23-167

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: Acme Land Co. Phone No. 417 624-5825

Email: newt@newtsharp.com

Applicant Name: Raymon N. Sharp Phone No. 417 434 2021

Email: same

Mailing Address: P.O. Box 66 Joplin MO 64802

Annexation Property Location: ATTACHED

Present Use of Property: agriculture

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

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

BOUNDARY DESCRIPTION FOR THE CITY OF JOPLIN – March 16th, 2023

ANNEXATION TRACTS ALONG I-249 IN SECTION 4, TOWNSHIP 27 N, RANGE 32 W, JASPER CO., MO.

ALL THAT PART OF THE NORTHEAST FRACTIONAL ¼ AND THAT PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN AND BASELINE ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, JASPER COUNTY MISSOURI DESCRIBED AS FOLLOWS:

(WEST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE NORTH 89 DEGREES, 15 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 2666.47 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST FRACTIONAL ¼; THENCE SOUTH 1 DEGREE, 54 MINUTES, 18 SECONDS WEST ALONG THE WEST LINE OF SAID FRACTIONAL ¼ A DISTANCE OF 30 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD AND THE POINT OF BEGINNING. THENCE SOUTH 89 DEGREES, 15 MINUTES, EAST ALONG SAID RIGHT-OF-WAY LINE 316 FEET TO THE MISSOURI STATE HIGHWAY ROUTE 249 RIGHT-OF-WAY; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 0 DEGREES, 46 MINUTES, 16 SECONDS WEST 95.93 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST 754.59 FEET; THENCE SOUTH 56 DEGREES, 25 MINUTES, 57 SECONDS EAST 121.79 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINTUES, 32 SECONDS EAST 82.04 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINUTES, 32 SECONDS EAST 803.63 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 41 MINUTES, 28 SECONDS EAST 469.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8366.12 FEET, ARC LENGTH OF 1360.1 FEET, ON A CHORD BEARING OF SOUTH 2 DEGREES, 44 MINUTES, 28 SECONDS EAST A CHORD DISTANCE OF 1358.61 FEET; THENCE SOUTH 7 DEGREES, 23 MINUTES, 55 SECONDS EAST 579.22 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 20 MINUTES, 55 SECONDS WEST 611.4 FEET; THENCE SOUTH 12 DEGREES, 04 MINUTES, 35 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 341.16 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE "ACME LAND COMPANY TRACT" DESCRIBED IN BOOK 2642 AT PAGE 310; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES: NORTH 87 DEGREES, 50 MINUTES, 04 SECONDS WEST 776.2 FEET; THENCE SOUTH 3 DEGREES, 04 MINUTES, 42 SECONDS WEST 117.93 FEET TO THE MISSOURI STATE HIGHWAY ACCESS RIGHT-OF-WAY; THENCE NORTH 87 DEGREES, 47 MINUTES, 06 WEST ALONG SAID RIGHT-OF-WAY 77 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 2 DEGREES, 38 MINUTES, 14 WEST 102.59 FEET; THENCE NORTH 88 DEGREES, 55 MINUTES, 13 SECONDS WEST 465.53 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 180 FEET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 199.5 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 250 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 7TH STREET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 55.07 FEET ALONG SAID RIGHT-OF-WAY LINE 55.07 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 4; THENCE NORTH 1 DEGREE, 42 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1284.08 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE SOUTH 88 DEGREES, 52 MINUTES EAST ALONG THE NORTH LINE OF SAID ¼-¼ A DISTANCE OF 669.71 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE NORTH 1 DEGREE, 37 MINUTES, 49 SECONDS EAST ALONG THE WEST LINE OF EAST ½ OF SAID A DISTANCE OF 1319.51 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES, 54 MINUTES, 54 SECONDS EAST ALONG THE NORTH LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 668.72 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE NORTH 1 DEGREE, 49 MINUTES, 10 SECONDS EAST ALONG EAST LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 360.28 TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 55 MINUTES, 41 SECONDS WEST (ALONG THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 736.42 FEET TO AN IRON PIN FOUND; THENCE NORTH 1 DEGREE, 53 MINUTES, 25 SECONDS EAST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 359.27 FEET TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 48 MINUTES, 46 SECONDS WEST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 599.81 FEET TO AN IRON PIN FOUND ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 1 DEGREE, 54 MINUTES, 18 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1795.62 FEET TO THE POINT OF BEGINNING. CONTAINING 125.5 ACRES, MORE OR LESS.

TOGETHER WITH: (EAST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 43.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD (IF EXTENDED); THENCE NORTH 89 DEGREES, 13 MINUTES, 44 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF PROSPERITY ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE 2517.3 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 (SAID POINT BEING 30 FEET WEST OF AN IRON PIN FOUND AT THE EAST ¼ CORNER OF SAID SECTION 4); THENCE SOUTH 2 DEGREES, 01 MINUTE, 08 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 1776.81 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES, 37 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 169.5 FEET TO THE NORTH LINE OF THE "FCS FINANCIAL TRACT" DESCRIBED IN BOOK 2264 AT PAGE 269; THENCE NORTH 88 DEGREES, 18 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID DESCRIBED TRACT 428.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY ROUTE 249; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 13 DEGREES, 42 MINUTES, 05 SECONDS WEST 784.51 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE NORTH 7 DEGREES, 23 MINUTES, 55 SECONDS WEST 579.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 8038.04 FEET, ARC LENGTH OF 1306.77 FEET, ON A CHORD BEARING OF NORTH 2 DEGREES, 44 MINUTES, 29 SECONDS EAST A CHORD DISTANCE OF 1305.33 FEET; THENCE NORTH 1 DEGREE, 54 MINUTES, 58 SECONDS EAST 322.46 FEET; THENCE NORTH 8 DEGREES, 18 MINUTES, 33 SECONDS EAST 539.29 FEET; THENCE NORTH 9 DEGREES, 36 MINUTES, 46 SECONDS EAST 761.95 FEET; THENCE NORTH 24 DEGREES, 14 MINUTES, 39 SECONDS EAST 193.39 FEET; THENCE NORTH 68 DEGREES, 57 MINUTES, 54 SECONDS EAST 88.34 FEET; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD 515.87 FEET TO THE POINT OF BEGINNING. CONTAINING 74 ACRES, MORE OR LESS.

*BEING SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS, AND RESERVATIONS OF RECORD.

*BEARINGS BASED UPON GRID NORTH, THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

Acme Land Co. P.O. Box 66, Joplin, MO 64802

Raymon N. Sharp. Raymn N Sharp

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of March 2023, before me appeared Raymon N. Sharp

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Vicky Lynn Copeland

My commission expires: 05-22-26

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

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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Acme Land Co. P.O. Box 66, Joplin, MO 64802

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STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of March 2023, before me appeared _____
Raymon N. Sharp

_____

_____, to me known to be the _____

_____ of _____

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VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
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Acme Land Co. P.O. Box 66, Joplin, MO 64802

Raymon N. Sharp. Raymon N Sharp

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of March 2023, before me appeared Raymon N. Sharp

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Notary Public Vicky Lynn Copeland

My commission expires: 05-22-26

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

Acme Supply Co. P.O. Box 142, Clayton, NC 64802

Clayton N. Stamp Esquire Delivered

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

Property Owner Name: Acme Land Co. (Raymon Shcap) **Telephone Number:** 417 624 5825

Property Address: _____

_____

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

   If yes, how many businesses are located on this property? None

   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**

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

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

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

Commercial Information (if no present commercial use, you may skip this section.) NONE

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 ◯

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

If Yes, how many

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

Do you plan to build residential living units on the property _____Yes X No

If Yes, how many

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

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

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

Tract 2: All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southeast Quarter, thence North 88 degrees 51 minutes 53 seconds West along said North line of the Southeast Quarter of the Southeast Quarter, 1001.99 feet to a point on the West right-of-way line of Missouri Route 249, and the Point of Beginning, thence South 04 degrees 21 minutes 16 seconds West along said West right-of-way line, 522.53 feet to an angle point at station 8+717.412, thence South 12 degrees 04 minutes 11 seconds West along said West right-of-way, 341.01 feet, thence North 87 degrees 46 minutes 21 seconds West 249.81 feet to a point on the West line of said Southeast Quarter of the Southeast Quarter, thence North 01 degrees 33 minutes 09 seconds East along said West line 851.81 feet to a found gas pipe at the Northwest corner of said Southeast Quarter of the Southeast Quarter, thence South 88 degrees 51 minutes 33 seconds East along the North line of said Southeast Quarter of the Southeast Quarter 337.58 feet to the Point of Beginning.

Tract 3: All of the East One-half of the Northwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri.

Tract 4: All of Lot Numbered Two (2) and the East One-Half of Lot Numbered One (1) of the Northeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri;

All of the Northeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri;

All of the East One-Half of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, EXCEPT the following tracts of land: All of a tract of land described as Commencing at the East Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 0 degrees 44 minutes 42 seconds West 2608.59 feet to the North line of 7th Street, thence South 89 degrees 06 minutes 32 seconds West 467.34 feet along said right-of-way to the point of beginning, thence South 89 degrees 06 minutes 32 seconds West 200.0 feet, thence North 0 degrees 39 minutes 22 seconds East 440.0 feet, thence North 89 degrees 06 minutes 32 seconds East 200.0 feet, thence South 0 degrees 39 minutes 22 seconds West 440.0 feet to the point of beginning;

AND EXCEPT All of a tract of land described as Commencing at the East Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 0 degrees 44 minutes 42 seconds West 2608.59 feet to the North line of Seventh Street, thence South 89 degrees 06 minutes 32 seconds West 440.34 feet to the point of beginning, thence North 0 degrees 39 minutes 22 seconds East 440.0 feet, thence South 89 degrees 06 minutes 32 seconds West 27.0 feet, thence South 0 degrees 39 minutes 22 seconds West 440.0 feet, thence North 89 degrees 06 minutes 32 seconds East 27.0 feet to the point of beginning;

AND EXCEPT All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, and being more particularly described as follows: Commencing at a found 1/4" iron bar marking the Southeast corner of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, thence North 18 degrees 03 minutes 30 seconds West, a distance of 86.57 feet to a found right-of-way marker in the North right-of-way line of Route 66, as now established, being the point of beginning, thence North 89 degrees 57 minutes 56 seconds West along said North right-of-way line, a distance of 193.97 feet to a found right-of-way marking being the point of intersection with said North right-of-way line and the East right-of-way line of State Route 249, as now established, thence departing said North right-of-way line North 62 degrees 17 minutes 04 seconds West along said East right-of-way line of State Route 249, a distance of 87.12 feet to a found right-of-way marker, thence continuing along said East right-of-way line North 13 degrees 27 minutes 06 seconds West, a distance of 117.33 feet, thence continuing along said East right-of-way line North 13 degrees 41

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

minutes 31 seconds West, a distance of 493.08 feet, thence departing said East right-of-way line South 88 degrees 13 minutes 47 seconds East, a distance of 434.48 feet, thence South 01 degrees 47 minutes 18 seconds East along said East line, a distance of 620.69 feet to the point of beginning;

AND EXCEPT All that part of Section 4, lying within the following tract: A tract of land in the Southwest Quarter of the Southwest Quarter of Section 3, and the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, more particularly described as follows: Commencing at a found mag nail at the Southwest corner of said Section 3, as shown on corner document 600-86749, North 18 degrees 03 minutes 30 seconds West, a distance of 86.57 feet to an existing steel right-of-way marker and the point of beginning, thence North 01 degrees 47 minutes 18 seconds East, a distance of 620.69 feet to a set 5/8 bar with MoDot cap, thence South 25 degrees 34 minutes 39 seconds East a distance of 570.55 feet to a set 5/8 bar with MoDot cap, thence South 68 degrees 17 minutes 46 seconds West a distance of 285.97 feet to the point of beginning.

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.

Patterson McReynolds Land Co., LLC

By: _____
Allen McReynolds, IV, General Manager

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 21st day of March, 2018 before me, appeared Allen McReynolds, IV, to me personally known, who being by me duly sworn, did say that he is the General Manager of Patterson McReynolds Land Co., 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 Allen McReynolds, IV 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.

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 14429341
My Commission Expires Aug. 18, 2018

_____
Brenda R. Reynolds, Notary Public
My Term Expires: August 18, 2018

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 14429341
My Commission Expires Aug. 18, 2018

Recorded In Jasper County, Missouri
Recording Date/Time: 04/03/2020 at 01:43:15 PM
Book: 2535 Page: 443
Instr #: 2020004555
Type: WD
Pages: 4
Fee: $33.00 S

Electronically Recorded

SEAL

Charlotte Pickering
Recorder of Deeds

Form reviewed and approved by:
Kendall R. McPhail
Attorney at Law
2838 S. Ingram Mill Rd.
Springfield, MO 65804
Missouri Bar No: 31363

WACO Title Company Joplin
File No. 2001114-124

General Warranty Deed

THIS DEED, Made and entered into this 2nd day of **April, 2020**, by and between **RUTH DOUGLAS, A SINGLE PERSON**, as Grantor, and **ACME LAND COMPANY, A DELAWARE CORPORATION**, as Grantee, whose mailing address is:
405 W. 5th Street, Joplin, MO 64801

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **JASPER** and State of **Missouri**, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.

GRANTOR HEREIN STATES THAT JERRY B. DOUGLAS DIED ON MARCH 6TH, 2019 AT THE TIME OF HIS DEATH HE WAS MARRIED TO RUTH DOUGLAS.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

Ruth Douglas
RUTH DOUGLAS

STATE OF MO)
) ss
COUNTY OF Cass)

On this 2nd day of April, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **RUTH DOUGLAS** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein stated and as her free act and deed, and the said further declared that she is single.

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

Patricia Van Black
Patricia Van Black
Notary Public within and for said County and State

My commission expires:

PATRICIA VAN BLACK
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: Dec. 21, 2021
Commission #13551920

Exhibit "A"

Tract 1: Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 4, Township 27, Range 32 in Jasper County, Missouri, thence South 600 feet, thence East 600 feet, thence North 600 feet, thence West 600 feet, to the Point of Beginning.

Tract 2: A tract of Land lying in the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Northeast Quarter, thence South 959.75 feet along the East line of said Southwest Quarter of the Northeast Quarter, thence West 736.14 feet parallel with the South line of said Southwest of the Northeast Quarter, thence North 959.34 feet parallel with the West line of said Southwest Quarter of the Northeast Quarter, thence East 734.85 feet along the North line of said Southwest Quarter of the Northeast Quarter, to the Point of Beginning,

and also a perpetual easement in favor of the above-described named Grantees, their heirs, successors and assigns to run with the above described land for ingress and egress purposes and legally described as beginning in the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, in Jasper County, Missouri, thence South 600 feet to the North Right-of-Way line of certain County Road being the Point of Beginning, thence East 600 feet more or less to the boundary line of the above described real estate, thence South 20 feet, thence West 600 feet more or less to the Quarter-Quarter Section line where it adjoins said County Road, thence North 20 feet to the Point of Beginning said easement to run with the above described Land.

Tract 3: All of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, together with a permanent right of ingress and egress running with the above-described Land over an easement described as commencing at the junction of the North right-of-way of U.S. Highway 66, and the Southwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, thence North and parallel to the Quarter-Quarter Section line 1300 feet more or less to a point 25 feet North of the Southwest corner of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, thence East 16 feet thence South 1300 feet more or less and parallel to the Quarter-Quarter Section Line and to the North line of U.S. Highway 66 right-of-way, thence West 16 feet along said North line of U.S. Highway 66 right-of-way to the Point of Beginning;

ALSO subject to the right of ingress and egress over said above-described easement in favor of Anne E. Davis, her heirs, successors, and assigns, and said easement to run forever with the land described as the Northeast Quarter (NE1/4) of Section 4, Township 27, Range 32;

EXCEPT HOWEVER,

Beginning in the Southeast corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Four (4), Township Twenty-Seven (27), Range Thirty-Two (32), at which is situated a two inch gas pipe, thence West 667.77 feet more or less to the Point of Beginning, thence West again 667.77 feet to an iron pin found in the Southeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-Seven (27), Range Thirty-Two (32), thence North 440 feet to an iron pin, thence East 667.91 feet, thence South 440 feet to the Point of Beginning plus an existing road easement Sixteen feet (16') wide beginning at the North right-of-way line of 7th Street also known as Route 66 Highway and running due North on the East side of the quarter section-section line to the Northwest corner of the above described real estate which easement shall run with the above described land.

Tract 4: All of the East Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, EXCEPT the South 440 feet thereof and subject to a certain 20 foot wide ingress and egress easement on the North 20 feet thereof, together with a perpetual easement in favor of Leon and

Joyce Krutsinger and Robert and Mary Jane Smith, their heirs, successors and assigns, to run with the above described Tract, which easement shall be for ingress and egress purposes and is described as beginning in the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, thence South 600 feet to the Point of Beginning on the North edge of a certain County road, thence South 718.98 feet to the limestone situated at the center of Section 4, Township 27, Range 33, thence West along the Section/Section line 666.83 feet to an iron pin, thence South 20 feet, thence East and parallel to the Quarter/Quarter Section line 686.83 feet, thence North 738.98 feet, thence West 20 feet to the Point of Beginning.

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

Recorded in Jasper County, Missouri
Recording Date/Time: **03/21/2018** at **03:31:26 PM**
Book: **2462** Page: **310**
Instr #: 2018003780
Type: WD
Pages: 4
Fee: $33.00 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 21st day of March, 2018 by and between

Patterson McReynolds Land Co., LLC, a Missouri Limited Liability Company

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

Acme Land Company, a Delaware Corporation

hereinafter referred to as GRANTEE, whether one or more.

(Grantee's mailing address is PO Box 66, Joplin, MO 64802-0066

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: All of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, Except the following described tracts:

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Beginning 40 feet North and 55 feet East of the Southwest corner of said Southwest Quarter of the Southeast Quarter, thence East 199.5 feet, thence North 250 feet, thence West 199.5 feet, thence South 250 feet to the Point of Beginning;

Except a part of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as follows: Beginning at a point 40 feet North and 254.5 feet East of the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, thence North 250 feet, thence East 100 feet, thence South 250 feet, thence West 100 feet to the Point of Beginning;

Except All of a tract of land described as Beginning at a point 627 feet West of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, thence West 209 feet, thence North 209 feet, thence East 209 feet, thence South 209 feet, to the Place of Beginning, Jasper County, Missouri;

Except a tract of land described as Commencing at the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 89 degrees 53 minutes 31 seconds East along the South line of Section 4, 707.25 feet to the Point of Beginning, thence North 0 degrees 33 minutes 56 seconds East 209.0 feet, thence South 89 degrees 53 minutes 31 seconds East 15.0 feet, thence South 0 degrees 33 minutes 56 seconds West 209.0 feet, thence North 89 degrees 53 minutes 31

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

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seconds West 15.0 feet to the Point of Beginning, Except Highway Right-of-way on the South side thereof;

Except All of a tract of land described as Commencing at the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 89 degrees 53 minutes 31 seconds East along the South line of Section 4, 489.40 feet to the Point of Beginning, thence North 0 degrees 27 minutes 56 seconds East 466.68 feet, thence South 89 degrees 53 minutes 31 seconds East 233.67 feet, thence South 0 degrees 33 minutes 56 seconds West 257.69 feet, thence North 89 degrees 53 minutes 31 seconds West 209.0 feet, thence South 0 degrees 33 minutes 56 seconds West 209.0 feet, thence North 89 degrees 53 minutes 56 seconds West 23.85 feet to the Point of Beginning, Except Highway Right-of-way on the South side thereof;

Except All of a tract of land described as follows: Beginning at a Point 40 feet North and 354.5 feet East of the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 250 feet, thence East 135 feet, thence South 250 feet, thence West 135 feet to the Point of Beginning, Together with Easement of Private Road along the East side thereof;

Except, All of a tract of land described as follows: Commencing at a point 40.0 feet North and 489.50 feet East of the South Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 250.0 feet to the Point of Beginning, thence West 235.0 feet, thence North 180.0 feet, thence East 235.0 feet, thence South 180.0 feet to the Point of Beginning;

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet, thence North 88 degrees 50 minutes 39 seconds West 407.0 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 120 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet more or less to an iron pin, thence South 88 degrees 50 minutes 39 seconds East 120.0 feet to the Point of Beginning;

Except a tract of land described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet, thence North 88 degrees 50 minutes 39 seconds West 125.0 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 282.0 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet more or less to a point West of the point of beginning, thence South 88 degrees 50 minutes 39 seconds East 282.0 feet to the Point of Beginning;

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 125.0 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet, more or less, to an iron pin, thence South 88 degrees 50 minutes 39 seconds East 125.0 feet to the Point of Beginning.

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

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

Business #3: Does the business sell liquor? _____ Yes _____ No (Over)

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

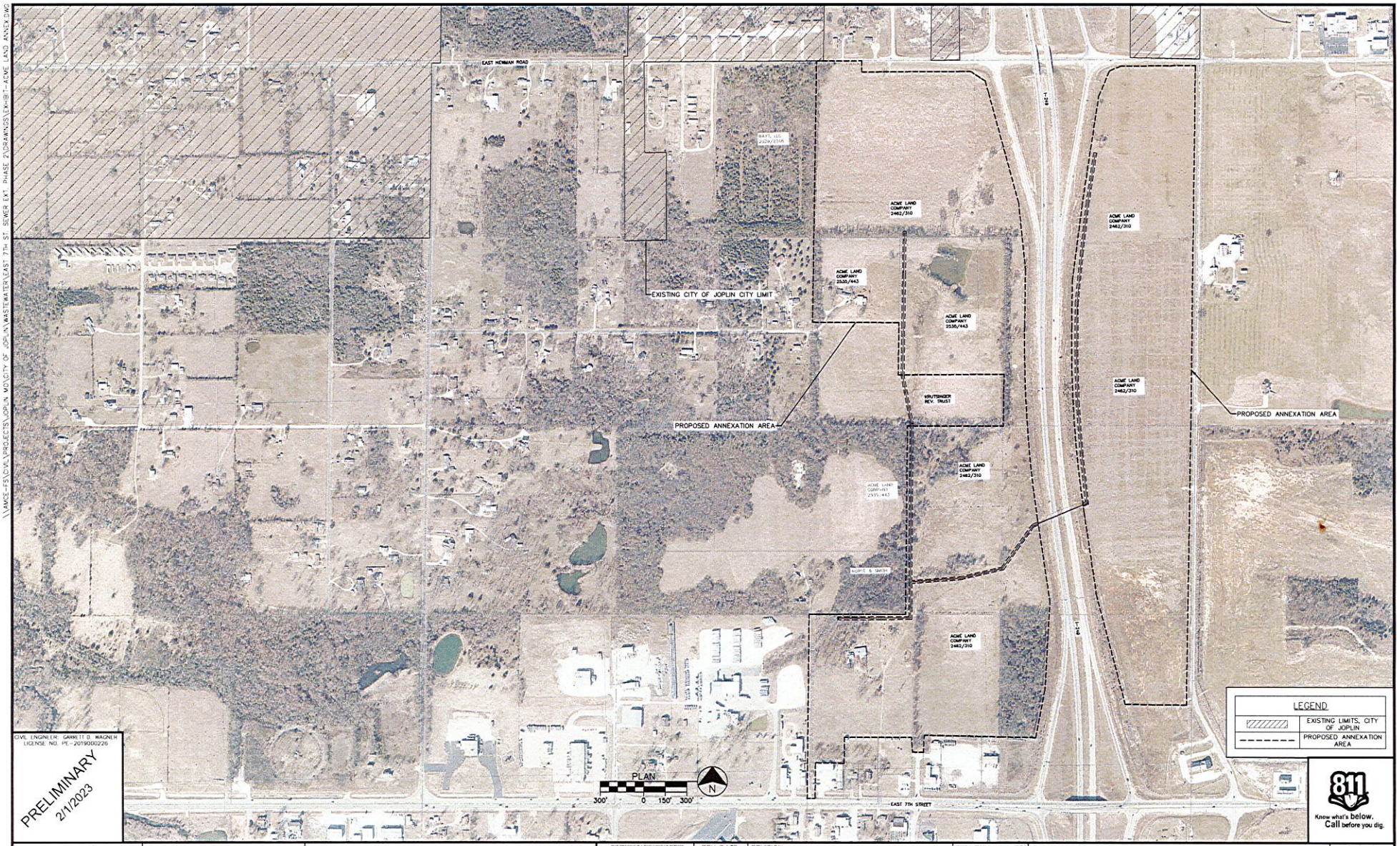
Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

MMENTS



\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\EAST 7TH ST. SEWER EXT. PHASE 2\DRAWINGS\EX-01-ACME LAND ANNEX.DWG

CIVIL ENGINEER: GARRETT D. WAGNER
LICENSE NO. PE-2019000226

PRELIMINARY
2/1/2023

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:	
		DWN BY: CSJ
		CKD BY:
		APD BY:
		DATE: 02/2023

EAST 7TH STREET EXTENSION PHASE 2

PROPOSED 7TH AND I-249 ANNEXATION AREA

DWG NO.
EX-A

Case 030-23: Voluntary Annexation

Property East and West of Highway I-249, South of Newman Rd.-Voluntary Annexation-A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County-Raymon Sharp

Mr. Bolander, City of Joplin, represented the owner of the property on the voluntary annexation. The history of this area, City of Joplin did invest 5-7 million dollars when this corridor was built with the Missouri Department of Transportation. This is one of the few properties that are not in the City of Joplin or another community. Much of the property is in Duenweg. We are trying to capitalize our investment the citizens have made and Mr. Sharp has agreed to voluntarily come into the City of Joplin. Both sides of the corridor between Newman Rd. and 7th St. We do recommend the approval of this request.

Mr. Kimble asked if there were any questions from the Commission on Case 030-23.

Mr. Jackson asked if there was any future projected land use for this property.

Mr. Bolander stated yes, we actually did involuntary annexation and had a vote which failed in this area. Part of that requirement was through a land use and a plan submission involuntary annexation. Around the interchanges you will see commercial and then between it mostly industrial type development.

Mr. Jackson asked what the process would be to get city utilities located out there for a hook up.

Mr. Bolander stated they are working on that right now. There is actually sewer going in on the west side of the corridor. In fact, those agreements have been approved by City Council. Then part of that when MODOT built it we did put a sleeve underneath 249 to get utilities to the east side as well.

Ms. Phillips stated she had a question. This was so long ago but she remembered some of the abated soil from the lead contamination underneath one of the highways. Was this one of them.

Mr. Bolander said yes, that was the corridor.

Mr. Jackson asked if the soil was contaminated.

Mr. Bolander stated no. It was a mitigation they used some of the contaminated soil for the 249 corridor and then they encapsulated it with concrete.

Ms. Phillips stated so it is actually under the highway.

Mr. Bolander stated yes.

Mr. Jackson said a question he had was we annex things into the City of Joplin, they now have City services, and they get City utility access which increases the value of their property, and they will also have City Public Safety on their property and then they get a decrease in their property tax bill. They are currently paying for rural services for fire. So, any time we have seen these annexations the landowners typically see a reduction in their property tax. He stated his concern there had been a lot of strong conversations in the last year that our Public Safety was very underfunded and here we are throwing more land onto them, and the City of Joplin will not have anything to offset this additional overhead, but the property owner would have everything to gain.

Mr. Bolander stated the rebuttal to that would be we are hoping this would develop. That would bring in revenue, jobs and property taxes. Right now, they get a decrease because the City tax is cheaper than the County tax so they would be paying City taxes once it comes into the City of Joplin. There is no abatement on the property right now. The only decrease they are going to receive would be the voluntary fire district tax that serves this area is more than the City tax. He stated we receive no tax off this property now.

Mr. McCullough stated that any property next to a freeway that goes residential is there any code that they have to put up any sound barrier.

Mr. Bolander stated no. A lot of the new housing development that you see on 7th St is in the community of Duenweg.

Mr. Kimble asked if there were any other questions from the Commission on Case 030-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 030-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 030-23.

Donna Strup, 1096 N. Prosperity Ave., Joplin, Missouri. Ms. Strup stated she lives right across the street. They said industry. Is it going to be zoned industry or residential or commercial. What is their proposal.

Mr. Bolander stated right now there is no proposal. His guess was on the interchanges you would see those developed first and they would be commercial. When we annex property into the City of Joplin it comes in as R-1, single family residential so they would have to go through a rezoning request to get it changed to commercial or even industrial. Right now, if it was annexed into the City of Joplin it comes in as single family residential.

Ms. Strup said okay, so we are just hanging up in the air to see what they are going to do down the road.

Mr. Bolander stated yes. All they are requesting is that it becomes a part of the City of Joplin. They have no development plans presented to us right now.

Ms. Strup stated okay, she just didn't want a big industry right across the street from her property but that is her comment.

Mr. Jackson stated he had a question based on her feedback. This is technically County property now, correct.

Mr. Bolander stated yes.

Mr. Jackson said so if something wanted to go in there commercial or industrial there is no zoning process they have to go through even.

Mr. Bolander stated that is correct.

Mr. Jackson stated they could put a land dump in there.

Mr. Bolander stated yes, there are no land use regulations in the County.

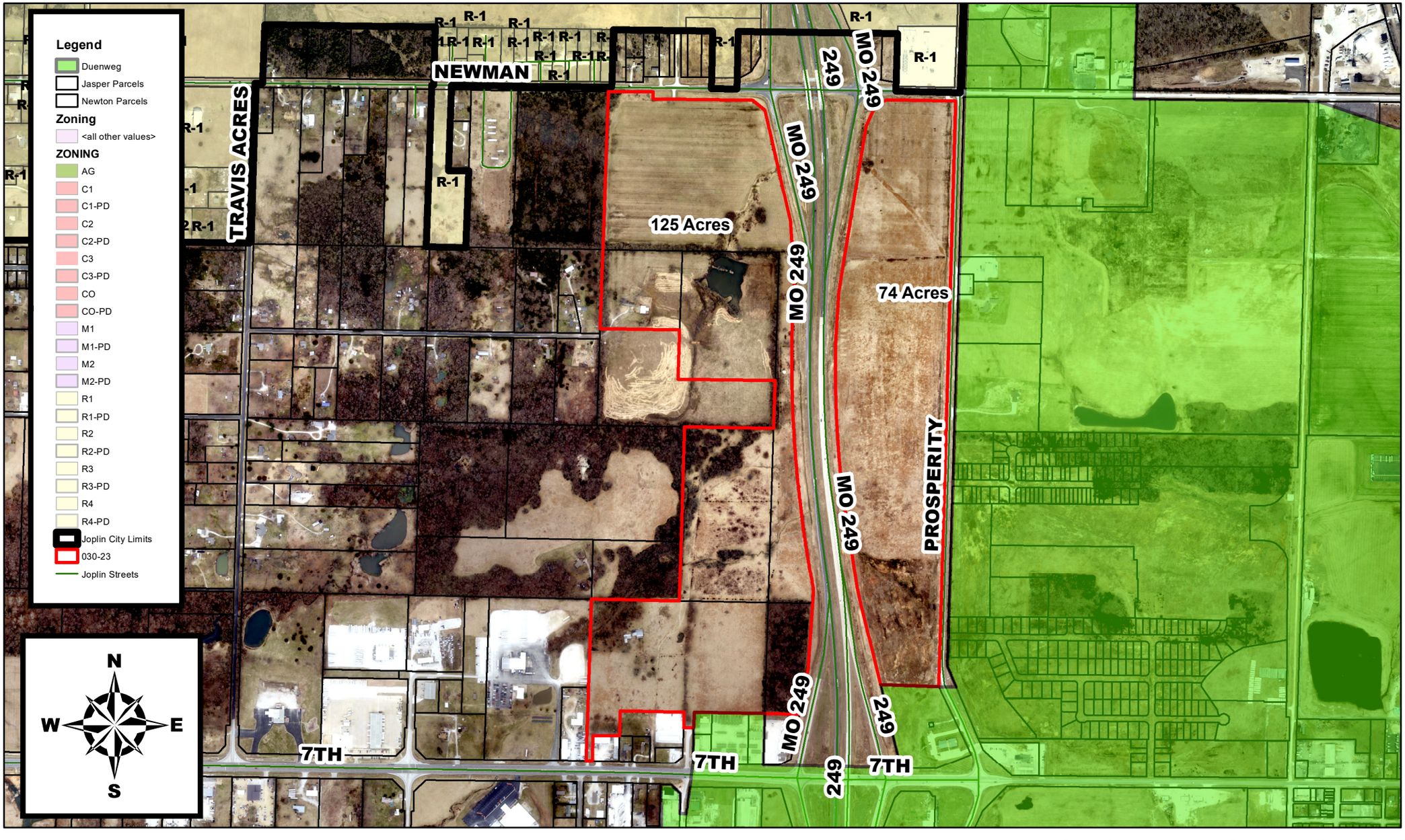
Mr. Jackson said so with the City annexing the property it actually puts more restrictions and control on that.

Mr. Bolander stated that is correct.

Ms. Strup thanked them for the clarification.

MS. STEELE MOVED THAT CASE 030-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 2 NAY, 1 ABSENT) VOTE IN OPPOSITION WAS FROM MR. JACKSON AND MS. WARREN.

Case 030-23 - Voluntary Annexation



Property East and West of Highway I-249 and South of Newman Rd - Voluntary Annexation - A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County - Raymon Sharp

P & Z Case 030-23
ACME Land Co.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-271 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd.

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

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

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

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

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

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

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

ALL THAT PART OF THE NORTHEAST FRACTIONAL ¼ AND THAT PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN AND BASELINE ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, JASPER COUNTY MISSOURI DESCRIBED AS FOLLOWS:

(WEST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE NORTH 89 DEGREES, 15 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 2666.47 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST FRACTIONAL ¼; THENCE SOUTH 1 DEGREE, 54 MINUTES, 18 SECONDS WEST ALONG THE WEST LINE OF SAID FRACTIONAL ¼ A DISTANCE OF 30 FEET TO THE APPARENT SOUTH RIGHT-OF-

WAY LINE OF EAST NEWMAN ROAD AND THE POINT OF BEGINNING. THENCE SOUTH 89 DEGREES, 15 MINUTES, EAST ALONG SAID RIGHT-OF-WAY LINE 316 FEET TO THE MISSOURI STATE HIGHWAY ROUTE 249 RIGHT-OF-WAY; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 0 DEGREES, 46 MINUTES, 16 SECONDS WEST 95.93 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST 754.59 FEET; THENCE SOUTH 56 DEGREES, 25 MINUTES, 57 SECONDS EAST 121.79 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINTUES, 32 SECONDS EAST 82.04 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINUTES, 32 SECONDS EAST 803.63 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 41 MINUTES, 28 SECONDS EAST 469.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8366.12 FEET, ARC LENGTH OF 1360.1 FEET, ON A CHORD BEARING OF SOUTH 2 DEGREES, 44 MINUTES, 28 SECONDS EAST A CHORD DISTANCE OF 1358.61 FEET; THENCE SOUTH 7 DEGREES, 23 MINUTES, 55 SECONDS EAST 579.22 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 20 MINUTES, 55 SECONDS WEST 611.4 FEET; THENCE SOUTH 12 DEGREES, 04 MINUTES, 35 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 341.16 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE “ACME LAND COMPANY TRACT” DESCRIBED IN BOOK 2642 AT PAGE 310; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES: NORTH 87 DEGREES, 50 MINUTES, 04 SECONDS WEST 776.2 FEET; THENCE SOUTH 3 DEGREES, 04 MINUTES, 42 SECONDS WEST 117.93 FEET TO THE MISSOURI STATE HIGHWAY ACCESS RIGHT-OF-WAY; THENCE NORTH 87 DEGREES, 47 MINUTES, 06 WEST ALONG SAID RIGHT-OF-WAY 77 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 2 DEGREES, 38 MINUTES, 14 WEST 102.59 FEET; THENCE NORTH 88 DEGREES, 55 MINUTES, 13 SECONDS WEST 465.53 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 180 FEET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 199.5 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 250 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 7TH STREET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 55.07 FEET ALONG SAID RIGHT-OF-WAY LINE 55.07 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 4; THENCE NORTH 1 DEGREE, 42 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1284.08 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE SOUTH 88 DEGREES, 52 MINUTES EAST ALONG THE NORTH LINE OF SAID ¼-¼ A DISTANCE OF 669.71 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE NORTH 1 DEGREE, 37 MINUTES, 49 SECONDS EAST ALONG THE WEST LINE OF EAST ½ OF SAID A DISTANCE OF 1319.51 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES, 54 MINUTES, 54 SECONDS EAST ALONG THE NORTH LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 668.72 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE NORTH 1 DEGREE, 49 MINUTES, 10 SECONDS EAST ALONG EAST LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT

DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 360.28 TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 55 MINUTES, 41 SECONDS WEST (ALONG THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 736.42 FEET TO AN IRON PIN FOUND; THENCE NORTH 1 DEGREE, 53 MINUTES, 25 SECONDS EAST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 359.27 FEET TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 48 MINUTES, 46 SECONDS WEST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 599.81 FEET TO AN IRON PIN FOUND ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 1 DEGREE, 54 MINUTES, 18 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1795.62 FEET TO THE POINT OF BEGINNING. CONTAINING 125.5 ACRES, MORE OR LESS.

TOGETHER WITH: (EAST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 43.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD (IF EXTENDED); THENCE NORTH 89 DEGREES, 13 MINUTES, 44 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF PROSPERITY ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE 2517.3 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 (SAID POINT BEING 30 FEET WEST OF AN IRON PIN FOUND AT THE EAST ¼ CORNER OF SAID SECTION 4); THENCE SOUTH 2 DEGREES, 01 MINUTE, 08 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 1776.81 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES, 37 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 169.5 FEET TO THE NORTH LINE OF THE “FCS FINANCIAL TRACT” DESCRIBED IN BOOK 2264 AT PAGE 269; THENCE NORTH 88 DEGREES, 18 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID DESCRIBED TRACT 428.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY ROUTE 249; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 13 DEGREES, 42 MINUTES, 05 SECONDS WEST 784.51 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE NORTH 7 DEGREES, 23 MINUTES, 55 SECONDS WEST 579.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 8038.04 FEET, ARC LENGTH OF 1306.77 FEET, ON A CHORD BEARING OF NORTH 2 DEGREES, 44 MINUTES, 29 SECONDS EAST A CHORD DISTANCE OF 1305.33 FEET; THENCE NORTH 1 DEGREE, 54 MINUTES, 58 SECONDS EAST 322.46 FEET; THENCE NORTH 8 DEGREES, 18 MINUTES, 33 SECONDS EAST 539.29 FEET; THENCE NORTH 9 DEGREES, 36 MINUTES, 46 SECONDS EAST 761.95 FEET; THENCE NORTH 24 DEGREES, 14 MINUTES, 39 SECONDS EAST 193.39 FEET; THENCE NORTH 68 DEGREES, 57 MINUTES, 54 SECONDS EAST 88.34 FEET; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD 515.87 FEET TO THE POINT OF BEGINNING. CONTAINING 74 ACRES, MORE OR LESS.

*BEING SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS, AND RESERVATIONS OF RECORD.

*BEARINGS BASED UPON GRID NORTH, THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

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
Council Bill 2023-510 – Approving a Petition to establish the 32nd Street Theatre Community Improvement District (CID), creating the District and approving a Cooperative Agreement between the City, the 32nd Street Place CID, Woodsonia, LLC and 32nd Street Entertainment LLC

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-510 Ordinance; Exhibit "A" Petition to Establish the 32nd Street Theatre Community Improvement District (CID); Exhibit "B" Cooperative Agreement with the 32nd Street Theatre Community Improvement District (CID)

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

SUMMARY
This Council Bill approves a petition to establish the 32nd Street Theatre Community Improvement District (CID), creating the District and approving a Cooperative Agreement between the City, the 32nd Street Place CID, Woodsonia, LLC and 32nd Street Entertainment, LLC.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provided for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area to build the apartment units based upon the existing topography. The first amendment also removed the Movie Theater that was originally proposed in Project Area 4.

A proposed second amendment to the 32nd Street Place TIF Redevelopment Plan to reinstate a proposed movie theater into Redevelopment Project Area 4 was submitted to the Joplin Tax Increment Financing Commission for consideration. Woodsonia has stated their intention to build a new Movie Theater/Family Entertainment Complex in Project Area 4 and have B&B Theatres operate the new facility. As described above, the proposed Second Amendment would reinstate a proposed movie theater in Redevelopment Project Area 4. The proposed land use in Redevelopment Project Area 4 has been modified in the Second Amendment for the proposed movie theater but remains consistent with the use originally contemplated by the Redevelopment Plan.

Overall, the Second Amendment is consistent with the approved Redevelopment Plan, as amended by the First Amendment, and reflects changes necessary to reinstate the movie theater project back in Redevelopment Project Area 4. No changes are being made to the overall TIF project budget, reimbursable project costs, or other land uses included in the Redevelopment Plan, as amended by the First Amendment.

The TIF Commission held a hearing on the proposed Second Amendment on April 27, 2023. The TIF Commission passed the resolution recommending to the City Council approval of the Second Amendment by a vote of six in favor, none opposed and five absent.

Additionally, this Council Bill includes side letter agreements to address the funding mechanism for the teardown of the former Holiday Inn, as well as additional upfront funding to build the movie theater/entertainment complex. The total financing package will utilize an additional approximate $2,350,000 available funds from the 32nd Street Place Community Improvement District (CID), as well as create a new Community Improvement District (CID) just within the boundaries of the proposed movie theater site, which will impose an additional 1-cent sales tax for a certain period of time.

The existing 32nd Street Place CID will fund the teardown of the former Holiday Inn at a cost not to exceed $540,000.00. The City will front $1,840,000.00 to build public parking lot improvements associated with the movie theater project. As shown in Baker Tilly's independent "Need for Assistance Analysis", the movie theater project would not be feasible without assistance and would likely not have sufficient debt-coverage ratio to qualify for financing to do the project. The City will be repaid with interest through 90% of the TIF revenue from Project Area 5, as well as from 100% of the newly added Theatre CID sales tax. The City plans to utilize fund balance of the general fund to front these funds.

If a new hotel is not built in Project Area 5 within 36 months, the City will have the right to file a lien on the property. It is projected that with a new hotel in Project Area 5 and a movie theater/entertainment complex in Project Area 4, the City will be repaid in approximately seven to nine years, depending on EATS and PILOTS generated in the areas.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

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

COUNCIL BILL NO. 2023-510 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

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

WHEREAS, on April 28, 2023, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the 32nd Street Theatre Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are not seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation

of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

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

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

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on May 15, 2023, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, a Cooperative Agreement among the City, the District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District, make such other findings as necessary, approve the Cooperative Agreement among the City, the District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC and 32nd Street Entertainment, LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

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

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

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

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

To be appointed	2 years
Jake Heisten	2 years
Fred Osborn	2 years
Dan Pekarek	4 years
Michael Siebert	4 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of this Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. That the Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC, is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute said Agreement on behalf of the City.

Section 10. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 11. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 12. This Ordinance relating to the creation of a Community Improvement District and the Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This petition needs to be approved to advance the project.

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

Exhibit A

Petition to Establish the 32nd Street Theatre Community Improvement District

[see attached]

Exhibit B

Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC

[see attached]

PETITION TO THE CITY COUNCIL

OF THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF

THE 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

Submitted _____

PETITION FOR THE CREATION OF
THE 32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

Pursuant to the authority of the Community Improvement District Act (the "**Act**"), Sections 67.1401 through 67.1571, RSMo, this verified Petition is filed with the City Clerk of the City of Joplin, Missouri (the "City") by the undersigned. The undersigned, collectively representing i) the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district, do hereby petition and request that the City Council of the City of Joplin, Missouri create a community improvement district pursuant to Missouri law.

1. **Property Description**. The legal description of the proposed district is set forth in **Exhibit A-1** to this Petition and a map illustrating the contiguous boundaries of the District is set forth as **Exhibit A-2**. A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition is attached hereto as **Exhibit B**.

2. **District Name**. The name of the proposed district shall be: 32nd Street Theatre Community Improvement District.

3. **Notice to Petitioners**. The signers of this Petition understand that their signatures may not be withdrawn from this Petition later than seven (7) days after this Petition is filed with the City Clerk.

4. **Purpose and Five-Year Plan**. The District will fund the construction of certain public improvements within the District (the "Improvements"). Anticipated Improvements to be carried out during the first five (5) years of the District may include: construction of parking facilities and associated improvements, construction and extension of public utilities, landscaping and signage. At the time of the Petition, the cost of the Improvements is not known; however, the estimated cost of the Improvements are as follows:

ANTICIPATED IMPROVEMENT	PRELIMINARY ESTIMATED COST
Site Grading	$500,000
Paving of Parking Lot and associated improvements	$1,200,000
Landscaping	$140,000
Total Estimated Cost of Improvements	**$1,840,000**

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same. The cost of the Improvements shall be funded through the imposition of a sales tax as described in **Section 12** of the Petition.

In addition to the Improvements, the District is authorized to provide all of those services authorized by the Act, including the maintenance of public improvements and public and private

property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and recruitment of business. Such services shall only be paid by revenues of the District after the costs of improvements have been fully paid.

5. **Political Subdivision**. Petitioner requests the proposed district be created as a political subdivision of the State of Missouri.

6. **Governing Board**. Petitioner requests the proposed district be governed by a Board of Directors (the "Board") appointed by the Mayor of the City, with the consent of the City Council.

    a. Number. The proposed district shall be governed by a Board of Directors ("Board") consisting of five (5) members

    b. Qualifications. Each Member of the Board ("Director") shall meet the following requirements

        i. be at least 18 years of age;

        ii. be and must declare to either be an owner ("Owner") or an authorized representative of an Owner of real property within the District, an owner of a business ("Operator") or an authorized representative of such owner of a business operating within the District, or a registered voter ("Resident") residing within the District, as provided by the CID Act;

        iii. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

        iv. except for the initial directors named in this Petition, be nominated according to the slate submitted as described in **Section 6, paragraph e** of the Petition.

    c. Initial Directors. The initial Board of the proposed district shall be appointed by the Mayor with the consent of the City Council ("Initial Directors"). Two of the Initial Directors shall serve for four-year terms and the remaining three directors shall serve for two-year terms.

    d. Terms. Each Initial Directors named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with **Section 6, paragraph e** of the Petition. Each Successive Director shall serve a four (4) year term or until his/her successors is appointment in accordance with **Section 6, paragraph e** of the Petition. If, for any reason, a Director is not able to serve his/her term, the remaining directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to the meet the qualification requirements of **Section 6, paragraph b** of the Petition, either in the Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successive Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to the slate submitted by the Executive Director of the District to the City of Joplin, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successive Directors shall evidence in a from satisfactory to the City that each Successor Director meets the qualifications to serve as Director pursuant to the CID Act and this Petition.

Upon receipt of the slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council or (ii) return the slate to the Board with a request for alternates for any or all of the Boards positions identified in the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the Mayor.

After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors that meet the qualifications of the CID Act and this Petition shall be appointed by the Mayor with the consent of the City Council.

7. **Assessed Value of Property**. The total assessed value of all real property within the proposed district is $314,880.

8. **Property Not Blighted**. The Petitioners are not requesting that the City Council determine the property within the proposed District is blighted.

9. **Duration of District**. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act

10. **Real Property Taxes**. The proposed district will not have the power to impose a real property tax or a business license tax.

11. **Special Assessments**. The proposed district will not have the power to impose special assessments.

12. **Sales Taxes**. Qualified voters of the proposed district may be asked to approve a sales tax of up to one percent (1%), in accordance with the CID Act, to fund certain improvements within the proposed district and/or to pay the costs of services provided by the proposed district.

13. **Borrowing Capacity**. Petitioner does not seek limitations on the borrowing capacity of the proposed district.

14. **Revenue Generation**. Petitioner does not seek limitations on the revenue generation of the proposed district.

15. **Powers of District**. Petitioner does not seek limitations on the powers of the proposed district.

Exhibit A-1

The legal description of the proposed district

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows:
commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer wit the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

Exhibit A-2

Map illustrating the contiguous boundaries of the proposed district

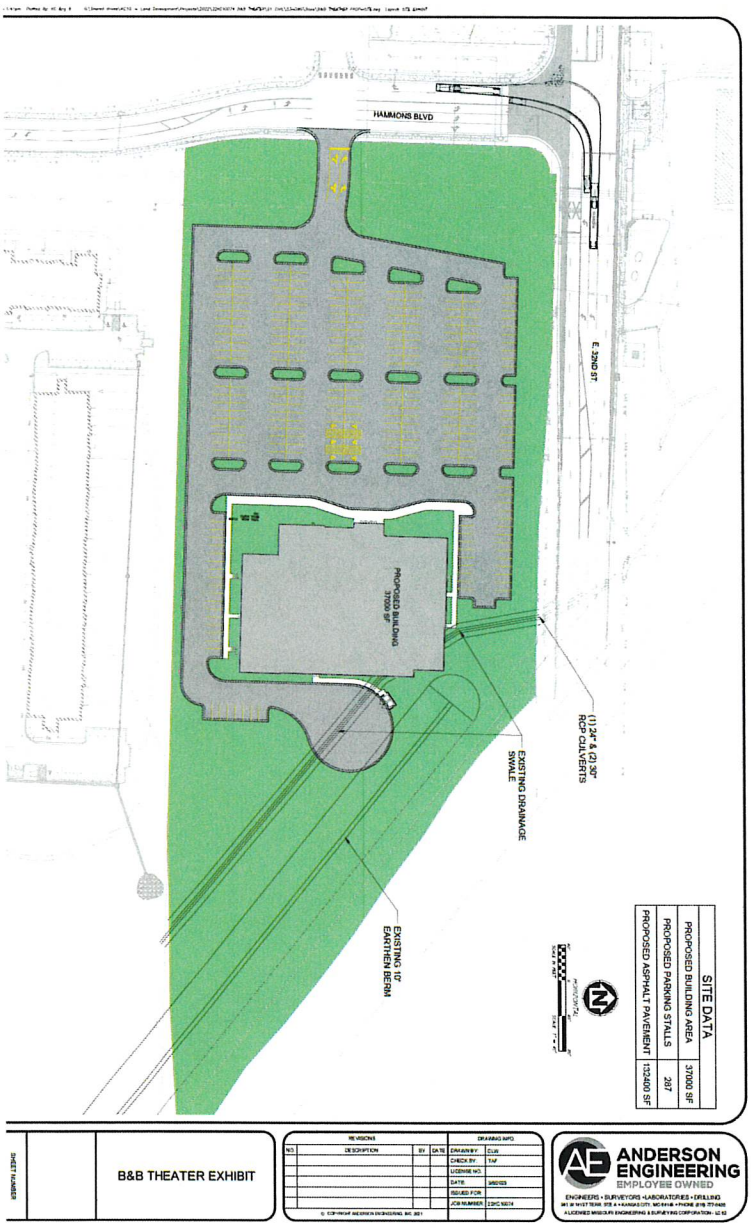


Exhibit B

A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition

Parcel #	Owner
044019000000005017	WOODSONIA JOPLIN LLC

Signature Page for Petition to the City of Joplin, Missouri for the Establishment of the 32nd Street Theatre Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, establish the 32nd Street Theatre Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	WOODSONIA JOPLIN LLC
Owner's Telephone Number:	
Owner's Mailing Address:	20010 MANDERSON ST STE 101
	Elkhorn, Nebraska 68022
Name of Signer:	
Basis of Legal Authority to Sign:	
Signer's Telephone Number:	Same as above
Signer's Mailing Address:	Same as above

The map, parcel number and assessed value of each tract of real property within the proposed District owned: The District will contain all or a limited portion of the following parcels:

Address	Map/Parcel I.D.	Assessed Value
	044019000000005017	$314,880
Total		**$314,880**

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

WOODSONIA JOPLIN LLC
a Nebraska Limited Liability Company

By: _____

Name: Drew Snyder

Title: Manager

Date: 4/24/2023

STATE OF)
)
) **SS.**
COUNTY OF)

BE IT REMEMBERED, that on this 24th day of April, 2023 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, manager of Woodsonia Joplin, LLC, who executed the foregoing instrument on behalf of said company and he duly acknowledged the execution of the same to be the act and deed of said company.

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

Tanya K Mainelli.
Notary Public

My Commission Expires:

March 21, 2027

State of Nebraska – General Notary
TANYA K MAINELLI
My Commission Expires
March 21, 2027

Exhibit “B”

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

WOODSONIA JOPLIN, LLC,

and

32nd STREET ENTERTAINMENT, LLC

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EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. CID Project Budget

E. Legal Description and Map – Public Improvements Property

F. Map of CID Boundaries

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day _____, 2023, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT (the "Original District"), WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("Woodsonia"), 32ND STREET ENTERTAINMENT, LLC, a Nebraska limited liability company and an entity wholly owned by Woodsonia ("32nd Street Entertainment") (Woodsonia and 32nd Street Entertainment may be collectively or individually referred to as the "Developer" as the context may require) (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on April ___, 2023 the Petition for the Creation of the 32nd Street Theatre Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on May 15, 2023, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on May 15, 2023, the City Council adopted Ordinance No. 2023-_____ ("Ordinance"), pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-210, which approved the 32nd Street Place Tax Increment Financing Redevelopment Plan, established the redevelopment area, and selected the Developer to implement the projects included therein; on August 1, 2022, adopted Ordinance No. 2022-122 which approved the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; and on May 15, 2023, adopted Ordinance No. 2023-_____ which approved the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (hereinafter collectively the "TIF Plan"); and

WHEREAS, the IDA issued the 2021 Bonds for the construction of public improvements and the acquisition of certain property as more specifically described in Original District Cooperative Agreement; and

WHEREAS, the City, District, the Original District, and the Developer desire to utilize the CID Sales Tax Revenue generated by the District to fund certain public improvements, including the construction of a public parking lot, and to be reimbursed for costs associated with the construction of the necessary public improvements from the CID Sales Tax Revenue and to fund the acquisition of property necessary for the construction of the Public Improvements from the proceeds of the Obligations issued by the Original District; and

WHEREAS, the City and the District anticipate that no portion of the CID Sales Tax will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"2021 Bonds" means the Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000, issued by the IDA, which are payable solely by sales tax revenue of the Original District as described in the Trust Indenture dated of February 15, 2021, between the IDA and UMB Bank, N.A. ("Bond Trustee"), and related 2021 Bond documents.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

"Authorized City Representative" means the Mayor, City Manager, Assistant City Manager or City Clerk or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

"Authorized District Representative" means the Executive Director or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

"Board of Directors" means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Revenue Account” means the account as further described in **Section 3.3.B.**

"CID Project" means funding for the acquisition of the Public Improvements Property and the construction of the Public Improvements, as applicable and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

"CID Reimbursable Project Costs" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

"City Council" means the governing body of the City.

“City Funds” means the cash contribution from the City in the amount of One Million Eight Hundred Forty Thousand Dollars ($1,840,000), plus interest, to assist in the funding of the acquisition of the Public Improvements Property by the Original District and the construction of the Public Improvements.

“Development and Easement Agreement” means the Parking Lot Development and Easement Agreement in substantially the form attached hereto as **Exhibit L** among the Original

District, the District, and the Developer pursuant to which the Original District will grant to the Developer certain use and access rights regarding the Public Improvements Property and the CID Project and the Developer will agree to use the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements subject to conditions and restrictions set forth in the Development and Easement Agreement and to pay for all costs and expenses related to the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**..

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the City of the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

"IDA" means the Industrial Development Authority of the City of Joplin, Missouri.

"Movie Theater Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the TIF Plan dated _____, 2023, among the District, the City, and the Developer.

"Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the District (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as

Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District's annual budget.

"Ordinance" means an ordinance enacted by the City Council.

"Original District Cooperative Agreement" means the Amended and Restated Cooperative Agreement dated as of the Effective Date among the City, the Original District, and the Developer.

"Public Improvements" means: (a) the public parking lot to be constructed within the District Area; (b) landscaping constructed within the District Area; (c) utility relocations or extensions, medians, turn lanes, or other improvements within the District Area and the public right-of-way or other property owned and or to be controlled by the City or District as may be required by the City in connection with the Public Improvements; and (d) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached **Exhibit H** and to be acquired by the Original District pursuant to the Purchase and Sale Agreement.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement between the Developer and the Original District pursuant to which the Developer shall sell and the Original District shall purchase the Public Improvements Property. The Original District's sole sources of funds to acquire the Public Improvements Property shall be from available proceeds of the 2021 Bonds and from the City Funds.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the 32nd Street Place Tax Increment Financing Plan and Projects approved by the City pursuant to the TIF Act, as may be amended from time to time.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has

been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not 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 restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Original District.

The Original District represents that:

A. The Original District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The Original District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the Original District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Original District will not 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 restriction or any agreement or instrument to which the Original District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the Original District or any of its property, 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 Original District under the terms of any instrument or agreements to which the Original District is a party.

D. There is no litigation or proceeding pending or threatened against the Original District affecting the right of the Original District to execute or deliver this Agreement or the ability of the Original District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The Original District estimates that within the Project Fund account maintained by the Bond Trustee as required for the 2021 Bonds there is an amount of funds available for the Original District to pay a portion of the amounts stated in the Purchase and Sale Agreement for the acquisition of the Public Improvements Property and for a portion of the construction of the Public Improvements in accordance with, and subject to, the 2021 Bond documents and the Original District Cooperative Agreement.

Section 2.4. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or

investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2023-0_ dated _____ __, 2023, which, subject to qualified voter approval, imposed the CID Sales Tax. The CID Sales Tax is expected to become effective on _____. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue for the account of the District with the City. The City shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District may reimburse the City for approved CID Reimbursable Project Costs on a pay as you go basis.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account maintained by the City.

B. The City. The City shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement. The City shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The City shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account, and such records shall be open to the inspection of the District and Developer at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide such records in the District's possession to the District upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised

Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The City shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account, shall continue to be used solely in accordance with this Agreement.

C. The District. Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in the manner prescribed by Applicable Laws and Requirements.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Revenue Account.

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the City, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the City for CID Reimbursable Project Costs on a pay as you go basis. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Pay As You Go. With respect to CID Sales Tax Revenue, the CID Project may be funded on a pay as you go basis and the City shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from DOR as provided in this Agreement will be – subject to the consent of the Board of Directors – captured as Economic Activity Taxes, transferred to the City by the District, deposited by the City into the Special Allocation Fund, and distributed to the City for repayment of its advanced of expenses reimbursable under the TIF Act and TIF Plan as more specifically described in the Movie Theatre Side Letter Agreement.

2. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

3. Payment of the City's portion of the CID Reimbursable Project Costs and related Financing Costs.

4. Payment of all other CID Reimbursable Project Costs and related Financing Costs after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid and the City has not been reimbursed for its portion of the CID Reimbursable Project Costs.

Section 3.6 Reserved.

Section 3.7. Repeal or Decrease of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the date of the Ordinance, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, and (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, the District may implement the procedures in the CID Act for repeal or decrease of the CID Sales Tax. Should the District determine to decrease the CID Sales Tax, said revenues generated by the CID Sales Tax shall be solely utilized to pay for the District's Operating Cost. The District shall not implement the procedures for repeal or modification of the CID Sales Tax

and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land

A. Woodsonia owns the Public Improvements Property. Woodsonia shall sell the Public Improvements Property to the Original District and the Original District shall purchase the Public Improvements Property from Woodsonia pursuant to the terms and conditions of the Purchase and Sale Agreement. The Original District's sole sources of funds to acquire the Public Improvements Property are: (a) available proceeds from the 2021 Bonds; and (b) the City Funds. The remaining property within the District Area that is not part of the Public Improvements Property will be owned by 32nd Street Entertainment and developed, operated, and maintained as provided in the Original District Cooperative Agreement and other agreements between 32nd Street Entertainment and B&B Theatres Operating Company, Inc. and such movie theater improvements are not included within the CID Project.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and the Original District Cooperative Agreement. The City and District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District and City shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the Public Improvements by the date(s) set forth in the Movie Theater Side Letter Agreement concerning, under the terms of such agreement, City and the District shall have the right to send a notice to Developer of such default and the requirement to cure the default within 30 days, or if it is not practical to cure such default within 30 days, such time period granted by the non-defaulting party. If Developer fails to cure such default, then:

1. The City or the District shall have the option to complete the Public Improvements, or such portion of the Public Improvements that remain uncompleted in accordance with this Agreement; provided that the Developer's rights and obligations are assigned to and assumed by the City or the District as provided in **Section 7.11** of this Agreement. If the City or the District chooses to exercise such option, the City or the District shall be reimbursed for its costs incurred in completing such Public Improvements as if it were the Developer as outlined in **Section 4.4** below.

C. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062,

RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of public improvements as part of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement. The Parties anticipate that the Original District will provide its sales tax exemption certificate to the Developer for the CID Project.

Section 4.3. Financing the CID Project.

A. The City shall pay and make the City Funds available to the Original District and to the Developer to pay for the acquisition of the Public Improvements Property and the construction of the CID Project as provided in this Agreement, the Movie Theater Side Letter Agreement, and the Original District Cooperative Agreement.

B. CID Reimbursable Project Costs will be certified as set forth in **Section 4.4** and allocated as eligible for reimbursement by the District and City and will be reimbursed from the CID Revenue Account or as otherwise provided by this Agreement. Once a Reimbursable CID Project Cost is certified and reimbursed from the CID Revenue Account, it may not be reimbursed again or from CID Sales Tax Revenue.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. The City shall submit their requests for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. The City and the Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. The City shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement. Upon the reimbursement of the City for its portion of the CID Reimbursable Project Cost, the Developer may submit to the City and the District for the approval of the City and the District, a Reimbursement Certificate for any Developer CID Reimbursable Project Costs pursuant to **Section 3.6(A)(3)** of this Agreement.

C. CID Reimbursable Project Costs incurred by the City and approved for reimbursement under this Agreement shall accrue financing costs at the rate of five percent (5%) per annum.

Section 4.5. Ownership and Maintenance of CID Project; Access Easements.

Subject to this Agreement and the Original District Cooperative Agreement, the Original District will acquire title to the Public Improvements Property within the District Area.

A. The Original District will own title to the Public Improvements Property during construction of the CID Project and until the 2021 Bonds, or any refinancing of the 2021 Bonds, are paid in full, at which time title to the Public Improvements Property will be conveyed to the Developer (or affiliate) as provided in the Original District Cooperative Agreement.

B. . Maintenance and operation of the CID Project shall be as provided in the Development and Easement Agreement and neither the District, the Original District, nor the City shall have any obligation for the operation or maintenance of the CID Project.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than 180 days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Operators, Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases or management/operating agreements of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant or Operator acknowledges and consents that (i) all or a portion of the leased or managed premises are located within the boundaries of the 32nd Street Theatre Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's or Operator's sales activities occur within the District Area, upon request of the City, Tenant or Operator shall forward to the City copies of Tenant's or Operator's State of Missouri sales tax returns for its property located in the District when and as they are filed with the

Missouri Department of Revenue. Tenant or Operator hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must

enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law 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 Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement 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 an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the Original District shall be addressed to:

32nd Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian E. Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to City or the District shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Woodsonia Joplin, LLC
32nd Street Entertainment, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer, the Original District, or the District, or of any successor thereto, as such, either directly or through the City, Developer, the Original District, or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court.

Section 7.6. Validity and Severability.

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

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District and Original District Approvals.

Unless specifically provided to the contrary herein, all approvals of the District and the Original District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors of the District or Original District, as applicable.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer without the prior written consent of the City, the Original District, and the District, which consent shall be given if the City, the Original District, and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, the Original District, and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City, the Original District, and the District, enter into an agreement with the City, the Original District, and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to 32nd Street Entertainment or other Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's, the Original District's or the District's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, the Original District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the Original District, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____

Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____

, 2023.

_____

Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of Woodsonia Joplin, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____

Notary Public

My Commission Expires:

Developer:

32ND STREET ENTERTAINMENT, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of 32ND Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____

Notary Public

My Commission Expires:

Original District: 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32nd Street Theatre Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Place Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2023.

_____

Notary Public

My Commission Expires:

District: 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the 32nd Street Place Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Theatre Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2023.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE **POINT OF BEGINNING**. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32nd Street Theatre Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32nd Street Theatre Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

32nd Street Theatre COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

CID BUDGET (from the Petition)

EXHIBIT E

Legal Description and Map – Public Improvements Property

EXHIBIT F

Map of CID Boundaries

JOPLIN CITY COUNCIL
MAY 15, 2023
MEETING MINUTES

CALL TO ORDER

The May 15, 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 Mr. Phil Stinnett.

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

GFOA Certificate of Achievement Presentation

A video from GFOA was shown.

FY 2022 Audit Presentation

Michael Keenan, Senior Manager with Hood & Associates presented.

ARPA Update

Dami Kehinde from Guidehouse presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

As a recipient of a Community Forestry grant from the Missouri Department of Conservation, Joplin Parks and Recreation will be updating its existing tree inventory in City Parks. Within this work, trees are also being assessed for risk in City Parks, by identifying the structural condition of the trees for potential failure.

The Community Forestry Grant is part of the MDC Community Conservation Program to assist communities with promoting the benefits of and improving their community forest. MDC has been a strong partner for the City of Joplin throughout the years. We appreciate their support and assistance in maintaining a healthy green canopy within our community.

From the Joplin Celebrations Commission...

Thank you to all those who prepared their yards, business fronts, parks, and school grounds for the city-wide Iris Garden Tour that took place this past Saturday. 25 locations were part of the self-paced tour. We appreciate everyone's participation in this Sesquicentennial event.

The next film of the Joplin Goes to the Movies series is There's No Business-Like Show Business. The showing is set for 6 p.m. on Thursday, May 25, at the Central Christian Center, 410 S. Virginia Avenue. Please use the Virginia Ave. entrance. The movie is free.

The 1954 classic with a cast that includes Ethel Merman, Donald O'Connor, Marilyn Monroe, Johnnie Ray, and Mitzi Gaynor, also includes one of our own -- a 19-year-old Carol Lou Clark, or as many of us know her - Carol Parker! She was cast as one of only five dancers in the chorus line. Carol will provide some insight into her experience prior to the film starting.

And on Wednesday, June 28, CFI and Visit Joplin are co-hosts for the return to Joplin of The Great Race. 120 of the finest road-worthy antique and classic automobiles will line the 300 to 500 block of Main Street starting at 4:30 p.m. Joplin is hosting the end and overnight stay as day five of the 9-day event concludes. Only cars built in 1974 and earlier can participate. In all, the Great Race covers more than 2,300 miles. It starts in St. Augustine, Florida, on June 24 and the race will be completed on July 2 in Colorado Springs, Colorado. More information is available at VisitJoplinMO.com or CelebrateJoplin.com.

Just a quick reminder - the City's Tree Limb and Brush Drop-Off is open next weekend. It will be open from 8:30 a.m. to 2 p.m. on Friday, May 19, and Saturday, May 20. The drop-off site is located at 1702 North Schifferdecker Avenue, just about a half-mile north of Belle Center Road on the west side of Schifferdecker. For more information, contact the Joplin Recycling Center at 417-624-0820, ext. 1501.

For viewers who may want to revisit this presentation, they can now view the PowerPoint slides and the written announcements on our website. They can find this easily by going to www.joplinmo.org/PIOnews or to our page and searching for Public Information Announcements.

CITIZEN REQUESTS AND PETITIONS

Vishal Ghandi spoke regarding ban on 50 mls liquor sales.

Robert Pagano spoke regarding proposed ban of 50 mil liquor bottles.

Dan Shaul spoke regarding 50 mil bottle ban.

LaNetta Lewis spoke regarding ban on 50 and 100 mil bottles.

Mary Price spoke regarding fiscal responsibility, recent sunshine request.

Brian Evans spoke regarding city employee pay and small business.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-510

COUNCIL BILL NO. 2023-510

Mr. Cortez introduced Council Bill No. 2023-510 AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Detar to continue the public hearing on the establishment of the proposed 32nd Street Theatre Community Improvement District to the City Council meeting beginning at 6:00 p.m., on June 5, 2023, in the City Council Chambers at City Hall, 5th Floor. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

CONSENT AGENDA

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

Minutes of the May 1, 2023, City Council Meeting.

COUNCIL BILL NO. 2023-007 - AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin. The Council Bill was declared adopted and entitled **Ordinance No. 2023-064.**

COUNCIL BILL NO. 2023-268 - 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) to C-3 (Commercial) property as described below and located at 2927 E 9th St. The Council Bill was declared adopted and entitled **Ordinance No. 2023-065**.

COUNCIL BILL NO. 2023-269 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation)

property as described below and located at 216 N Wall Ave. The Council Bill was declared adopted and entitled **Ordinance No. 2023-066**.

RESOLUTIONS

RESOLUTION NO. 2023-008

Mr. Cortez introduced Resolution No. 2023-008 - A RESOLUTION of the City of Joplin, Missouri, authorizing the City to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with Jasper County through the State and Local Fiscal Recovery Funds (SLFRF) Program to purchase the MOSWIN, or Missouri Statewide Interoperability Network System. Motion by Mr. Cortez, second by Mr. Shaw that Resolution No. 2023-008 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-121

Mr. Cortez introduced Council Bill No. 2023-121 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-121 be stricken from the agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. This item was stricken.

COUNCIL BILL NO. 2023-507

Mr. Copple introduced Council Bill No. 2023-507 - AN ORDINANCE approving a Contract by and between the City of Joplin and Motorola Solutions, Inc. to provide Missouri Statewide Interoperability Network System (MOSWIN) on behalf of the Joplin Police Department; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, Amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2023-507 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.
Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-067.**

COUNCIL BILL NO. 2023-508

Mr. DeTar introduced Council Bill No. 2023-508 - AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. for a performance time extension to provide ARPA-Infrastructure related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-508 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.

Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-068.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-008

Mr. Copple introduced Council Bill No. 2023-008 - AN ORDINANCE amending Chapter 10 – Alcoholic Beverages, Article I – In General, by enacting a new Section 10-19 – Prohibition of shooters.

Ms. Joyce Hardcastle spoke regarding this item. She is in favor of ban.

Mr. Jon Thomas Buck spoke regarding this item. He is in favor of ban.

Mr. Sam Gaskill spoke regarding this item. He is in favor of ban.

Motion by Mr. Copple, second by Mr. DeTar to deny Council Bill No. 2023-008. Voting in favor were Council Members: Copple, DeTar, Farnham, Spencer, Stinnett, and Williams, 6. Nays: Cortez, Lawson, Shaw 3. Council Bill No. 2023-008 was denied.

COUNCIL BILL NO. 2023-405

Mr. Cortez introduced Council Bill No. 2023-405 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2023-405 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, 8. Nays: 0. Abstained: Williams, 1. The Bill was read as Council Bill No. 2023-405.

SECOND AND THIRD READING

COUNCIL BILL NO. 2023-506

Mr. Cortez introduced Council Bill No. 2023-506 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; 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, setting a date when this Ordinance shall become effective. Motion by Mr. Cortez, second by Mr. Shaw to pass Council Bill No. 2020-506 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Williams, 6. Nays: Farnham, Spencer, Stinnett, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2023-069**.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Stinnett would like to include the discussion on the repairing/winterizing of Joe Becker stadium on a future agenda. Mr. Nick Edwards suggested the discussion take place during the Issues and Options portion of the budget discussions.

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. Cortez, second by Ms. Spencer to go 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 8:26 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-405 – approving a public service agreement between The City of Joplin and The Alliance of Southwest Missouri to fund Abused and Neglected Children Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
May 15, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Community Clinic of Southwest Missouri for Cares Act Community Development Block Grant funds.

BACKGROUND;
The Alliance of Southwest Missouri works to advance the well-being of kids and adults through education resources provided through public services related to prevention, safety, parenting and social capital. The alliance has applied for funds to adapt services in response to Covid-19. This includes indoor and outdoor furniture, fixtures & equipment to Abused and neglected children public services in a socially distant and outdoor setting to prevent Covid related illness.

FUNDING SOURCE
This Council Bill provides Sixty Two Thousand Seven Hundred Seventeen Dollars and Thirty Five Cents ($62,717.35) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement so The Alliance may procure applied for materials necessary to provide Covid response Abused and Neglected children services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-405 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

THE ALLIANCE OF SOUTHWEST MISSOURI

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and The Alliance of Southwest Missouri (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-CV public service activities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CARES ACT Community Development Block Grant program:

Program Delivery

Activity: Recipient will provide (05N HUD Matrix) Abused and Neglected Children Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

The Recipient will provide services and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG-CV program.

B. National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208, as well as the additional requirements as required by the Federal Register Notice

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons and Prevent, prepare for, and Respond to the Coronavirus.

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Child Parent Relationship Training (CPRT) for the performance period

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Jennifer Black	Executive Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after 60 days from date of agreement unless otherwise approved by Grantee.

III. BUDGET

Funding ($62,717.35) will be reimbursed for items related to the operation of health services.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Sixty Two Thousand Seven Hundred Seventeen dollars and thirty five cents $ 62,717.35

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Jennifer Black
Title: Director of Planning, Development And Neighborhood Services	Title: Executive Director
Grantee: City of Joplin	Recipient: The Alliance of Southwest Missouri
602 S. Main Street	1601 S. Wall Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417 782-9899
Fax: 1-417-625-4738	Fax: n/a

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Cares Act Community Development Block Grant (CDBG-CV) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements, Subpart E Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2023

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Alliance of Southwest Missouri

_____

Jennifer Black
Executive Director

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is __Jennifer Black__ (Name) and I am the __Executive Director__ (Title) of the ___The Allicance of Southwest Missouri__ (Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

Return to: City of Joplin, Community Development, 602 Sputh Main Street, Joplin, Missouri 64801 at the end of project.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

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1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only
Date Received: _____
IDIS Activity No: _____

Applicant Identification

Name of Organization: The Alliance of Southwest Missouri

Mailing Address: 1601 S Wall Joplin, MO 64804

Name of Executive: Jen Black Title: Executive Director

Dates of Organization's Fiscal Year: July 1 – June 30

Application Preparer

Name: Jessilyn VanDeburgh Title: Assistant Grant Writer Phone: 417-782-9899

Project Type (Services Provided)

€ 05A Senior Services € 05B Handicapped Services € 05C Legal Services € 05D Youth Services
€ 05E Transportation Services € 05F Substance Abuse Services € 05G Battered and Abused Spouses
€ 05H Employment Training € 05M Health Services ∅ **05N Abused and Neglected Children**
€ 03T Homeless/Aids Patients Programs € 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

✓ SBA Payment Protection Program (PPP) Amount Received: Two rounds of PPP received, the first totaling $110,800.00 and the second totaling $110,808.27.
What was the specific use of the funds received: Both rounds of funding were utilized for payroll.

€ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

€ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

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1. Describe the non-for-profit applying for grant funds.

The Southwest Missouri Community Alliance, dba The Alliance of Southwest Missouri, exists to advance the well-being of kids and the grownups in their lives. The Alliance does this by championing critical issues, aligning leaders, and delivering solutions where needed most in Jasper, Newton, Barton, and McDonald Counties. The Alliance is headquartered in Joplin, MO. Established in 1998, the Alliance is one of 20 Community Partnerships in Missouri established by the Family and Community Trust, which works to build safer and healthier communities by offering education and resources for children and their families. Much of the work supported by the Alliance is in service of prevention, safety, and education. We facilitate collaborative efforts to build strong families and strong communities.

The Alliance provides multifaceted safety education to children and youth and is home to community prevention programs, including Safe Kids, Early Childhood education support, DYS Youth Mentoring, parenting classes, Building Bridges, the Missouri Reentry Program, community coalitions, and more. These programs exist to help youth and families make safer choices and create safer environments.

2. Describe the public service selected on the project type selected on the previous page.

The Alliance of Southwest Missouri serves abused and neglected children in the community through Child Parent Relationship Training (CPRT). This is a 10-week research-based parenting course designed to build stronger and healthier families in order to prevent family violence and behavioral discord. This past year 66 parents have attended CPRT classes, with 47 graduates. Through this program, the Alliance provides low-income families the opportunity to thrive.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

Taught by a licensed counselor, CPRT works with parents to better understand their children. Topics covered include regaining control as a parent, helping your child develop self-control, effectively disciplining and limiting inappropriate behavior, understanding your child's emotional needs, and communicating more effectively as a family. CPRT requires proof of income to ensure that it primarily serves low-income families.

4. How will the grant funds be used to improve services?

Grant funds will allow the Alliance to provide rolling tables and chairs for the provided CPRT

meeting space. The mobility of these tables and chairs allows for social distancing, improving our services by equipping our organization to prevent the spread of Covid, and making our CPRT class safer for staff and participants.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

Procuring mobile chairs and tables to replace stationary furniture allows the Alliance to provide CPRT classes while social distancing to prevent the spread of Covid-19. According to Space and Social Distancing in Managing and Preventing COVID-19 Community Spread: An Overview (2/23/23), published by the National Institutes of Health (NIH), social distancing "is considered the fundamental approach to prevent people from directly contacting the potential source of pathogens and remains the most effective one not only for the SARS-CoV-2 virus but also all other aerobic transmissive diseases." The article goes on to state that social distancing, among all other prevention strategies, "is the simplest, the most cost-effective, and works the fastest to obtain expected outcomes from the history of combating aerobic transmissive diseases in epidemiology experiences."

6. Provide the most recent financial statement for your corporation.

Please see attached.

7. Provide itemizations of requested procured equipment and supplies.

   Total $54,750.00 - "Office Furniture 2Go" – 50 tables: 6ft x 24in Flip Top Nesting Tables by Office Source at $22,250.00, 100 chairs: Cool Mesh Y-Back Nesting Chairs by Office Source at $32,500.00.

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.
   a. Rolling Nesting Chairs
      i. Chosen bid – "Office Furniture 2Go" – Quantity: 100, 6ft x 24in Flip Top Nesting Tables by Office Source at $325 each.
      ii. 2nd Bid – "Office Depot" – Quantity: 100, Mayline Valore Mesh/Fabric Mid-Back Nesting Training Chair, Black at $464.99 each.
      iii. 3rd Bid – "Office Chairs Unlimited" – Quantity: 100, Office Star Pro Line II Mesh Folding Chair at $448.20 each.
   b. Rolling Nesting Tables
      i. Chosen bid - "Office Furniture 2Go" – Quantity: 50 tables, 6ft x 24in Flip Top Nesting Tables by Office Source at $445
      ii. 2nd Bid - "Office Chairs USA" – Quantity: 50 tables, Impromptu Mobile Training & Conference Table at $671 each.
      iii. 3rd Bid – "Find Office Furniture" – Quantity: 50 tables, 6ft x 24in Flip Top Nesting Table by Office Source Furniture at $495 each.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative



Date: 4/10/23

Printed Name

Jen Black

)/product/OGA335/6ft-x-24in-Flip-Top-Nesting-Table-by-Office-Source.aspx?cat=101A02A02-OGA335&origin=pla&kw=&cat=101A02A02-%7Ccamp-missing-tracking-in-of2go-Shopping-%7C&gclid=Cj0KCQjw_r6hBhDd

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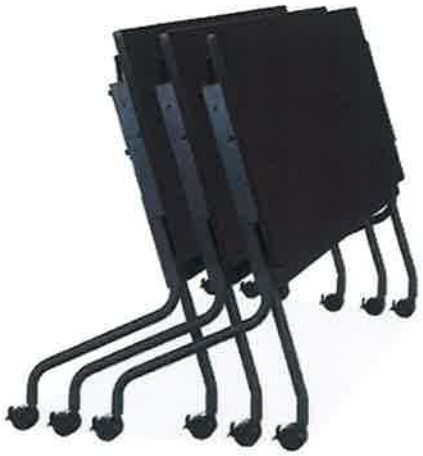
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1.800.460.0858

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ome / Tables / Training Tables



Espresso / Black



6ft x 24in Flip Top Nesting Table by Office Source

$445

+ FREE SHIPPING

Compare At: $794

You save: $349 (44%)

Item Number: 101-**OGA335**

QTY: 2

OPTION:

Please Choose Option

ADD TO CART

LOW PRICE

LOWEST PRICE GUARANTEE!

If you find the same product for less anywhere else, give us a call at 1.800.460.0858. We'll match that price, plus, you'll get our Free Lifetime Warranty and unparalleled service. DETAILS

FEATURES

- Lifetime Warranty
- Durable laminate top
- 3 mil dura edge
- Casters for easy mobility
- Ships ready for assembly
- **MINIMUM QUANTITY OF 2**

PRODUCT DETAILS

Brand: Office Source
Collection(s): Flip Top Training
Weight: 102 lbs.

DIMENSIONS

Overall: 6 ft W x 24 in D x 30 in H

Impromptu® Mobile Training & Conference Table



Model: SAF-2065

Brand: Safco

~~$799.00~~ $671.00
(You save $128.00)

ALWAYS FREE SHIPPING

Ships within 2-3 business days

BULK PRICING:
Below are the available bulk discount rates for each individual item when you purchase a certain amount

- Buy 2 - 5 and get 10% off
- Buy 6 or above and get 20% off

TABLETOP SIZE & SHAPE: * View Options

LAMINATE TABLETOP COLOR: * View Options

FRAME COLOR: * View Options

Greetings. What information can I get for you?


Espresso / Black


Cherry / Black


Espresso / Black


Coastal Gray / ...


Maple / Black


Mahogany / Bl...


Modern Walnut...


White / Black


Cherry / Silver


Espresso / Silver


Coastal Gray / ...


Mahogany / Sil...


Maple / Silver


Modern Walnut...


White / Silver

SEE MORE IMAGES +

SHARE:

6ft x 24in Flip Top Nesting Table by Office Source Furniture

$495

+ FREE SHIPPING

Compare At: $794

You save: $299 (38%)

Item Number: **RKC034**119

QTY: 2

OPTION:

Please Choose Option

/product/KDA114/Cool-Mesh-Y%24Back-Nesting-Chair-by-Office-Source.aspx

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M-F 8AM TO 6PM CT
1.800.460.0858

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Black (Fabric Seat)






Black (Fabric Se... | Black Vinyl | Navy Blue (Fabri... | Celestial Blue (F...



Cool Gray (Fabri...

SEE MORE IMAGES +

SHARE:

Cool Mesh Y-Back Nesting Chair by Office Source

$325

+ FREE SHIPPING

Compare At: $429

You save: $104 (24%)

Item Number: 101-**KDA114**

QTY: 1

OPTION:

Please Choose Option

ADD TO CART

LOW PRICE

LOWEST PRICE GUARANTEE!

If you find the same product for less anywhere else, give us a call at 1.800.460.0858. We'll match that price, plus, you'll get our Free Lifetime Warranty and unparalleled service. DETAILS

FEATURES

- Lifetime Warranty
- Mesh back
- Charcoal frame
- Chairs nest for easy storage
- Ships ready for easy assembly

PRODUCT DETAILS

Brand: Office Source
Collection(s): Cool Mesh Y-Back
Weight: 55 lbs.

DIMENSIONS

Overall: 24 in W x 24 in D x 37 in H
Seat Width: 18-1/2 in W
Seat Depth: 19 in D

Mayline® Valore Mesh/Fabric Mid-Back Nesting Training Chair, Black

Item #671217



$464.99/carton

− 1 + Add To Cart

Estimated 3-7 Business Day Delivery
Ships In Stock

Others also purchased

WorkPro® Flex Collection Rectangle Table Top, Espresso
★★★★★ (15)
Reg. $239.99 (You save $144.06)
$95.93 Sale

View Details

WorkPro® 22"D Vertical 4-Drawer File Cabinet, Metal, Black
★★★★½ (854)

Feedback



BRAND: OFFICE STAR (HTTPS://WWW.OFFICECHAIRSUNLIMITED.COM/COLLECTIONS/OFFICE-STAR)

Office Star Pro Line II Mesh Folding Chair /2 Pack [84440-30]

SKU: 84440-30

Fabric Color:

Grade A Icon Black 231

~~$488.54~~ **$448.20**

Quantity:

1

ADD TO CART

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

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JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: The Alliance of Southwest Missouri

Mailing Address: 1601 S Wall Joplin, MO 64804

Name of Executive: Jen Black Title: Executive Director

Dates of Organization's Fiscal Year: July 1 – June 30

Application Preparer

Name: Jessilyn VanDeburgh Title: Assistant Grant Writer Phone: 417-782-9899

Project Type (Services Provided)

€ 05A Senior Services € 05B Handicapped Services € 05C Legal Services € 05D Youth Services
€ 05E Transportation Services € 05F Substance Abuse Services € 05G Battered and Abused Spouses
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What was the specific use of the funds received: _____

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What was the specific use of the funds received: _____

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What was the specific use of the funds received: _____

€ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

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The Alliance provides multifaceted safety education to children and youth and is home to community prevention programs, including Safe Kids, Early Childhood education support, DYS Youth Mentoring, parenting classes, Building Bridges, the Missouri Reentry Program, community coalitions, and more. These programs exist to help youth and families make safer choices and create safer environments.

2. Describe the public service selected on the project type selected on the previous page.

The Alliance of Southwest Missouri serves abused and neglected children in the community through Child Parent Relationship Training (CPRT). This is a 10-week research-based parenting course designed to build stronger and healthier families in order to prevent family violence and behavioral discord. This past year 66 parents have attended CPRT classes, with 47 graduates. Through this program, the Alliance provides low-income families the opportunity to thrive.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

Taught by a licensed counselor, CPRT works with parents to better understand their children. Topics covered include regaining control as a parent, helping your child develop self-control, effectively disciplining and limiting inappropriate behavior, understanding your child's emotional needs, and communicating more effectively as a family. CPRT requires proof of income to ensure that it primarily serves low-income families.

4. How will the grant funds be used to improve services?

Grant funds will allow the Alliance to provide rolling tables and chairs for the provided CPRT

meeting space. The mobility of these tables and chairs allows for social distancing, improving our services by equipping our organization to prevent the spread of Covid, and making our CPRT class safer for staff and participants.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

Procuring an outdoor projector screen, sound system, and picnic tables for a CPRT outdoor meeting space at 1901 S Pearl Ave allows for social distancing in fresh air equipping our organization to prevent the spread of Covid and making our CPRT class safer for staff and participants. Videos are utilized so that participants in our CPRT class are able to watch demonstrations that properly portray skills and techniques utilized in play therapy. According to Space and Social Distancing in Managing and Preventing COVID-19 Community Spread: An Overview (2/23/23), published by the National Institutes of Health (NIH), social distancing "is considered the fundamental approach to prevent people from directly contacting the potential source of pathogens and remains the most effective one not only for the SARS-CoV-2 virus but also all other aerobic transmissive diseases." The article goes on to state that social distancing, among all other prevention strategies, "is the simplest, the most cost-effective, and works the fastest to obtain expected outcomes from the history of combating aerobic transmissive diseases in epidemiology experiences." When CPRT classes are held in such a way to prevent the spread of Covid, abused and neglected children can participate for the duration of the program, whereas without these healthful measures being put into place, participants could miss out on weeks of the program due to illness.

6. Provide the most recent financial statement for your corporation.

Please see attached.

7. Provide itemizations of requested procured equipment and supplies.

Item	Quantity	Cost Per Item	Total Cost Per Item
Picnic Tables	5	$1,198.85	$5,994.25
Outdoor Projector, Amazon	1	$749.00	$749.00
Outdoor Projector Screen, Amazon	2	$413.99	$827.98
Outdoor Speakers, Amazon	1	$396.12	$396.12
Total Outdoor FF&E			**$7,967.35**

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.

   a. Chosen bid – "TreeTop Products" – 5 tables, Hex Table at $1,198.85
   b. 2nd Bid – "Global Industrial" – 5 tables, Global Industrial 6' Hexagon Picnic Table, Recycled Plastic, Green at $1,231
   c. 3rd Bid – "Amish Yard" – 5 tables, Berlin Gardens Octagon Picnic Table at $2,278 each

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

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It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative



Date: 4/10/23

Printed Name

Jen Black

cled-plastic-hex-table?sku=1ZK5661-CD/BK&st-t=ptgoogshop&gclid=Cj0KCQjw_r6hBhDdARIsAMIDhV82oLrphcjaNPb-Ti63nqc15S9OnrkdLYplKVg7d-z0cIIDqiOF4TsaAowOEALw_wcB



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Quantity Discounts

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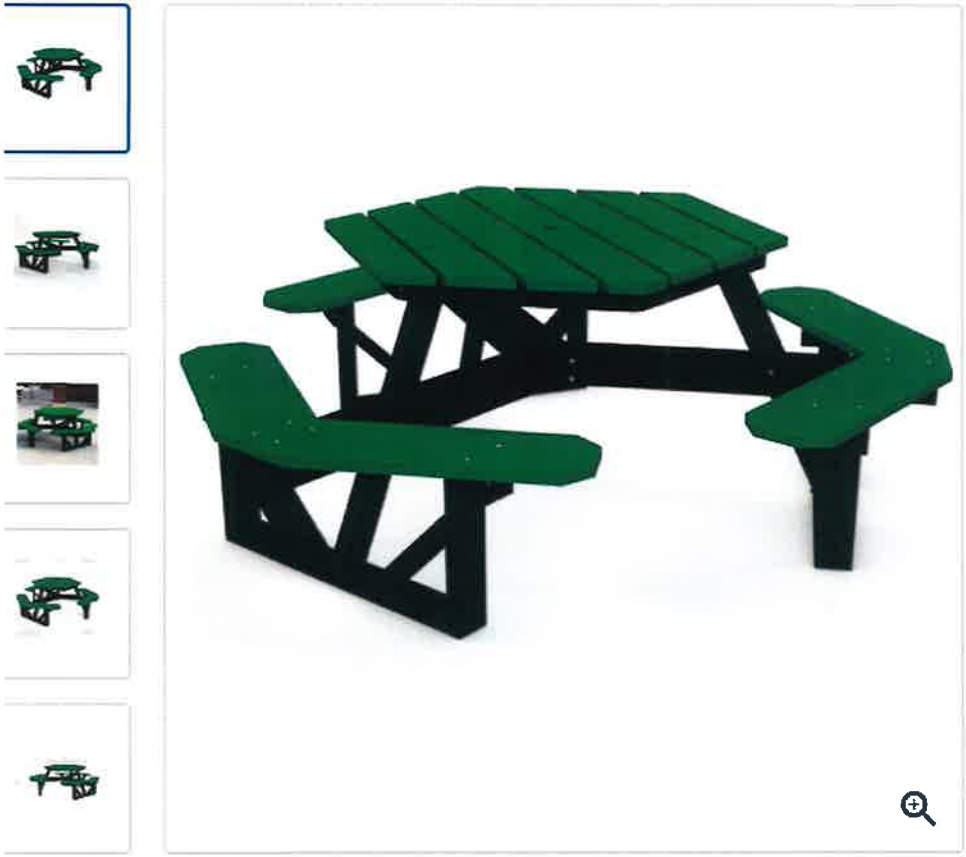
Product Configuration

Select Color

Selected Color : Cedar

Frame Color

/hex-table-recycled-plastic-6-ft-black-frame-green?infoParam.campaignId=T9F&gclid=CjwKCAjwrdmhBhBBEiwA4Hx5g-xgHEU-bqJq2CN5uevxlLyRxfaZgt09j1p2iXyPTeET5V-N4jae2RoC5I0QAvD_BwE



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Cedar | Green | Gray

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by Berlin Gardens

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Frame Color
Aruba Blue

Quantity
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COUNCIL BILL NO. 2023-405 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and The Southwest Missouri Community Alliance (The Alliance), are desirous of entering into an agreement whereby The Alliance will conduct Abused and Neglected Children Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and The Alliance is entered into that describes the expenditure of CDBG-CV public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of May, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-124 – Construction agreement with Marion Company, LLC DBA Construction Services Group for the rehabilitation of Fire Station 3 with an emergency clause.

MEETING DATE
June 5, 2023

ORIGINATING DEPARTMENT
Public Works / Fire Department

ATTACHMENTS
CB2023-124 Ordinance, Bid Tabulation, Construction Agreement

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

SUMMARY
This Council Bill approves a construction agreement with Marion Company, LLC DBA Construction Services Group for the rehabilitation of Fire Station 3 in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 Dollars, ($118,867.00).

BACKGROUND
The northwest corner of Fire Station 3 exhibited signs of settlement with cracks in the block walls and concrete slab. A geotechnical investigation was conducted to determine the probable cause of the settlement and the best course of remedial action. Palmerton and Parish Inc. conducted field investigations and prepared the geotechnical report dated 11/19/2022. Allgeier Martin and Assoc. Inc. prepared plans and specifications to address the settlement, cracked block, and broken concrete slabs. The recommendations of the geotechnical report plans were incorporated into construction documents dated 03/31/2023. Bids were solicited and then opened on 04/20/2023. The Marion Company was the only bidder.

FUNDING SOURCE
General Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an Emergency basis due to Safety and structural rehabilitation, construction material availability and being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2023-124 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Marion Company, LLC DBA Construction Services Group in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 Dollars, ($118,867.00) for the rehabilitation of Fire Station 3; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 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, as follows:

Section 1. That the agreement by and between the City of Joplin and Marion Company, LLC DBA Construction Services Group in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 Dollars, ($118,867.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That the Fiscal Year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven Dollars and No Cents ($118,867.00).

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 hereby declares this Ordinance, being an ordinance dealing with an appropriation, the availability of equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted in the 2022-2023 city budget.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla, Springfield, Bentonville and Tulsa

Tabulation of Bids

Project: **Joplin Fire Station #3 Improvements**
Location: **Joplin, MO**
Bid Date: **4/20/2022 11:00**
Engineers: **Blake Watson, P.E.**

Bid Items:

Item No.	Description	Unit	Quantity	Marion Company, LLC Neosho, MO Unit Price	Extended Total
1	Steel Reinforcement, Epoxy and Anchor Bolts, Epoxy Grout, and Mortar Fill Hollow CMU Block Cell for Inside Block Wall Shoring.	LS	1	$ 12,900.00	$ 12,900.00
2	Walk Door Replacement – Industrial 3070 Door, Half Glass, and Door Closure	EA	1	$ 3,350.00	$ 3,350.00
3	Helical Piles	EA	3	$ 10,200.00	$ 30,600.00
4	Concrete Removal and Replacement of the Interior Slab Including Saw-Cutting, Removal, Backfill, Compaction, Reinforcement, and Replacement, Complete & In Place	LS	1	$ 6,850.00	$ 6,850.00
5	Concrete Removal and Replacement of the Exterior Driveway Including Saw-Cutting, Removal, Backfill, Compaction, Reinforcement, and Replacement, Complete & In Place	LS	1	$ 8,750.00	$ 8,750.00
6	Bonding, insurance, mobilization, and any work required for the perfection of the project not listed elsewhere in the bid schedule	LS	1	$ 56,417.00	$ 56,417.00
TOTAL BID AMOUNT					**$ 118,867.00**

This is to certify that at 11:00 am on April 20, 2023 at Joplin City Hall, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By _____
Blake Watson, P.E.

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Marion Company, LLC DBA Construction Services Group Address: 12451 Highway 59 NEOSHO, MO 64850	
Attention:		Attention: Tyler Marion	
Department:		Phone: 417-451-5743	Fax: N/A
Phone:	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Joplin Fire Station #3 Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 DOLLARS ($118, 867.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 DOLLARS ($118, 867.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor 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.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized

alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: Marion Company LLC
DBA Construction Services Group

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G Construction Company, Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Street CARTHAGE, MO 64836	
Attention: Chad Weller, PLS Interim Assistant Director of Public Works - Operations		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417-624-0820	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Turkey Creek WWTP Grit Auger Replacement

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the

contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Sixteen Thousand One Hundred & 00/100 DOLLARS ($116,100.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from

the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Sixteen Thousand One Hundred & 00/100 DOLLARS ($116,100.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor 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.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-125 – Construction agreement with G&G Construction Co. Inc. for the Turkey Creek Wastewater Treatment Plant Grit Auger Replacement with an emergency clause.

MEETING DATE
June 5, 2023

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2023-125 Ordinance, Bid Tabulation, Construction Agreement

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

SUMMARY
This Council Bill approves a construction agreement with G&G Construction Co. Inc. for the Turkey Creek Wastewater Treatment Plant Grit Auger Replacement in the amount of One Hundred Sixteen Thousand One Hundred and 00/100 Dollars, ($116,100.00).

BACKGROUND
Grit Augers are an important part of the treatment process at a wastewater treatment facility. One of the first procedures is separating incoming grit from the water and allowing it to settle into clarifiers and troughs, it is then disposed of at a landfill. The life expectancy of this type of equipment is typically 10 years. Grit Augers must be periodically replaced to ensure inorganic grit removal and proper wastewater treatment. The Turkey Creek Wastewater Treatment Plant has 3 grit augers, one of which is currently inoperable and in need of replacement. The two functioning grit augers were replaced in 2017. This project was advertised per City procurement procedures. Bids were solicited and opened on 05/23/2023. Staff received three qualified bids. G&G Construction Co. Inc. was the lowest bidder. This bid was below the engineer's estimate.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an emergency basis due to safety, construction material availability and being an ordinance relating to a public improvement, it 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 its passage.

COUNCIL BILL NO. 2023-125 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Co. Inc. in the amount of One Hundred Sixteen Thousand One Hundred and 00/100 Dollars, ($116,100.00) for the Turkey Creek Wastewater Treatment Plant Grit Auger Replacement; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and G&G Construction Co. Inc. in the amount of One Hundred Sixteen Thousand One Hundred and 00/100 Dollars, ($116,100.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, to be an emergency 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.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-125

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund account 415-4541-540-8015 for facility improvements to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers
7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla, Springfield, Bentonville, and Tulsa

Tabulation of Bids

Project: Turkey Creek WWTP Grit Auger Replacement
Location: Joplin, MO
Bid Date: 5/23/2023 10:00 AM
Engineer: Jared Nichols, P.E., Vice President
Estimate: $120,000

Item No.	Description	Unit	Qty	G&G Construction Co., Inc. Carthage, MO Unit Price	G&G Extended Total	H.C.C.S. Granby, MO Unit Price	H.C.C.S. Extended Total	McClanahan Construction Co., Inc. Rogersville, MO Unit Price	McClanahan Extended Total
1	Removal and Disposal of Existing Grit Auger Equipment, Complete	LS	1	$ 5,000.00	$ 5,000.00	$ 14,545.50	$ 14,545.50	$ 15,000.00	$ 15,000.00
2	Furnish and Install Grit Removal Auger in the Existing Grit Removal Basin, Complete and In Place	LS	1	$ 63,100.00	$ 63,100.00	$ 56,294.50	$ 56,294.50	$ 65,000.00	$ 65,000.00
3	Electrical Work, Complete and In Place	LS	1	$ 44,100.00	$ 44,100.00	$ 40,294.50	$ 40,294.50	$ 50,000.00	$ 50,000.00
4	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the Bid Schedule	LS	1	$ 3,900.00	$ 3,900.00	$ 10,644.50	$ 10,644.50	$ 10,000.00	$ 10,000.00
TOTAL BID AMOUNT (Items 1 through 4)					$ 116,100.00		$ 121,779.00		$ 140,000.00

This is to certify that at 10:00 am on May 23, 2023 at Joplin City Hall, 4th Floor Conference Room, Joplin, MO the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By: _____
Jared Nichols, P.E.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-126 Construction Agreement for the Baker's Branch East Wastewater Extension project and containing an emergency clause.

MEETING DATE
June 5th, 2023

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2023-126 Ordinance; Bid Summary; Agreement; Exhibit Map

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

SUMMARY
This Council Bill approves a Construction Agreement with Infrastructure Solutions, Inc., for the Baker's Branch East Wastewater Extension project in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00)

BACKGROUND
In the 1990s, the City of Joplin assisted financially with the Missouri Department of Transportation (MoDOT) in the construction of the Highway 249 ("the Rangeline Bypass") as a means of growing the City of Joplin. In recent years, City staff have received inquiries about sewer service from various developers interested in improving properties along the Highway 249 corridor. However, development along the corridor was never cost-effective due to the lack of utility infrastructure. This project assists in facilitating development along the Highway 249 corridor.

This project will extend sanitary sewer service from the east side of Duquesne Road (just south of Zora Ave.) to the highway interchanges at Zora and Newman Road. See the attached exhibit map for reference. Design for the project was done by Allgeier, Martin and Associates. The project was advertised on March 24, 2023, and bids were opened on April 20, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; see the attached Bid Summary for reference. Infrastructure Solutions, Inc. was confirmed as the low bidder; Their bid was below the Engineers estimate. Public Works intends to provide construction administration and inspection.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for

infrastructure improvements, and to be an emergency 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, the agreement needs to be approved as quickly as possible due to material price volatility.

COUNCIL BILL NO. 2023-126 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Infrastructure Solutions, Inc., in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3, 167,080.00) for the Baker's Branch East Wastewater Extension project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement, to be an emergency 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, the agreement needs to be approved as quickly as possible due to material price volatility.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2023-126

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Bakers Branch East Wastewater Extension

DATE OF BID OPENING: April 20th, 2023 @ 10:00 am

CONTRACTOR	BASE BID	ALTERNATE BID	TOTAL BID
Infrastructure Solutions	3,167,080.00	481,528.00	3,648,608.00
Rosetta Construction	3,178,222.50	475,506.50	3,653,729.00
Asbell Exc. & Trucking	5,751,367.48	442,171.80	6,193,539.28
Engineering Estimate	3,400,000.00		

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MISSOURI 64801		Name: Infrastructure Solutions, LLC. Address: 9801 Renner Blvd. ONE RENNER RIDGE, SUITE 300 LENEXA, KANSAS 66219	
Attention: Mr. Chris Parker- Civil Engineer II		Attention: Nate Morgan	
Department: Public Works- Engineering		Phone: 913.492.0400	Fax:
Phone: 417-624-0820	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Bakers Branch East Wastewater Extension

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining

bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor 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.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

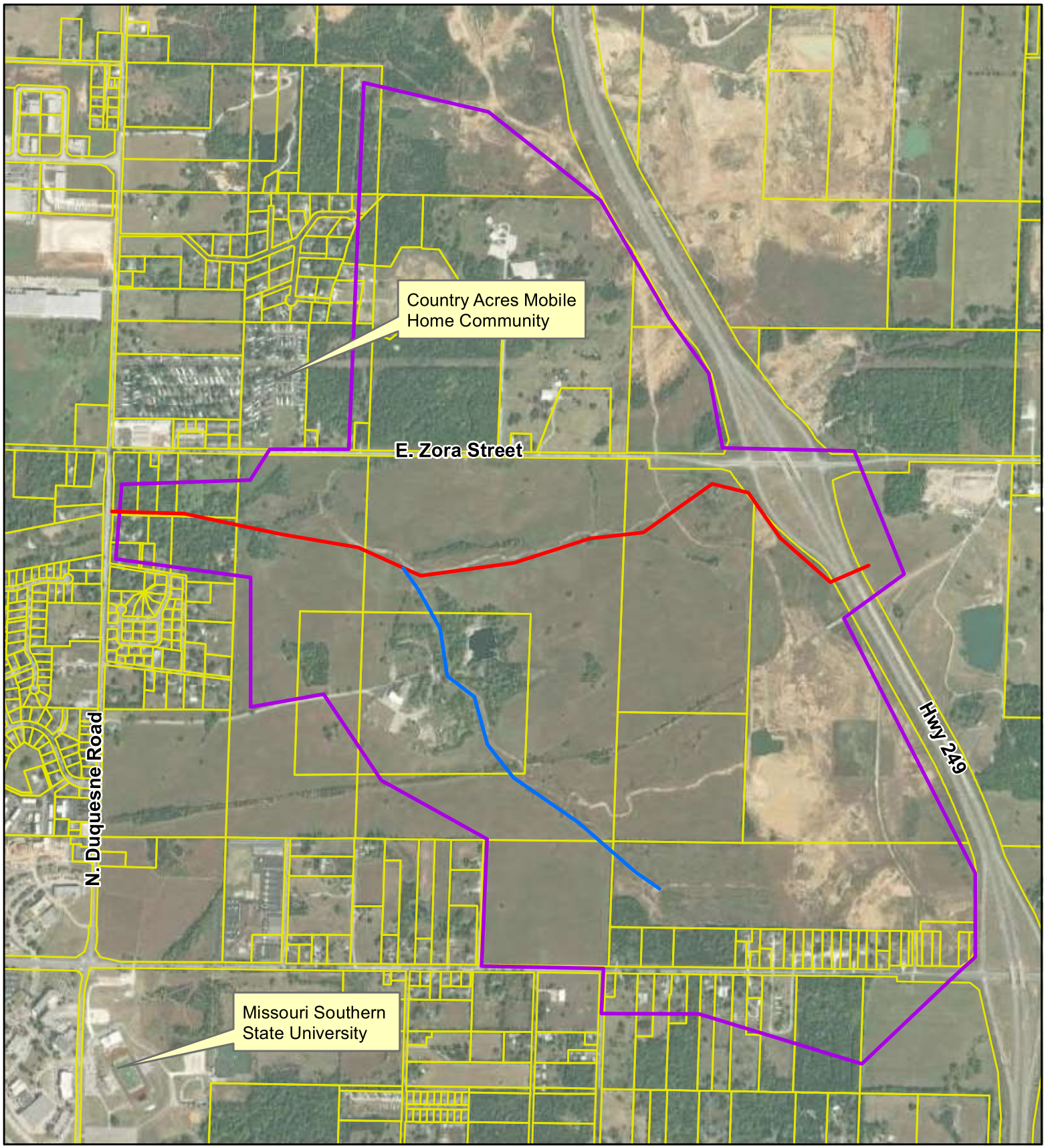
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Director of Public Works



Legend

- Bakers Branch Extension Phase 1
- Bakers Branch Extension Phase 2
- Bakers Branch Basin
- Jasper County Parcels

Exhibit Map 1
Bakers Branch Extension

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 355, Building Regulations

MEETING DATE
June 5, 2023

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Freeman's Landworx LLC. to remove the structures, and any remaining debris including foundation and footings located at 13141/2 S Byers Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 2, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 28, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on May 12, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,995.00
B & D Yardbuilders	$6,990.00
Big Johns	$4,985.00
Freeman Landworx LLC	$4,950.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Freeman's Landworx LLC for $4,950.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2023- 355, Photograph of Property, Bid Tabulation


COUNCIL BILL 2023-355
13141/2 S BYERS AVE.
02/02/2024


02/02/2024


02/02/2024


02/02/2024

CLOSING DATE:	12-May-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition of All Structures		LOCATION:	1314-1/2 S. Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$6,990.00
Big John's Heavy Equipment	$4,985.00
Freeman's Landworx, LLC	$4,950.00
USA Demolition	$4,995.00

COUNCIL BILL NO. 2023-355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworxs LLC for the demolition of the structure(s) and clearing of a lot located at 1314 ½ S Byers Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Fifty dollars ($4,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Freeman's Landworx LLC in the amount of Four Thousand Nine Hundred dollars ($4,950.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1314 ½ S Byers Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1314 ½ S Byers Ave. ALL OF LOT NUMBERED FORTY-TWO (42) IN SOUTH JOPLIN LAND COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 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 No. 2023- 356, Building Regulations

MEETING DATE
June 5, 2023

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition. to remove the structures, and any remaining debris including foundation and footings located at 1731 S Pennsylvania Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on December 28, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 28, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on May 12, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$3,898.00
B & D Yardbuilders	$6,790.00
Big Johns	$6,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $3,898.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2023- 356, Photograph of Property, Bid Tabulation


COUNCIL BILL 2023-356
1731 S PENSYLVANIA AVE.
12/28/2022


12/28/2022


12/28/2022


Seventeen Thirty
12/28/2022

CLOSING DATE:	12-May-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition of All Structures		LOCATION:	1731 S. Pennsylvania Ave

COMPANY	BIDS
B & D Yardbuilders	$6,790.00
Big John's Heavy Equipment	$6,000.00
Freeman's Landworx, LLC	NO BID
USA Demolition	$3,898.00

COUNCIL BILL NO. 2023-356 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1731 S Pennsylvania Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-Eight dollars ($3,898.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Three Thousand Eight Hundred Ninety-Eight dollars ($3,898.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1731 S Pennsylvania Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1731 S Pennsylvania Ave. ALL OF THE WEST 74 FEET OF LOT NUMBERED ONE HUNDRED THREE(103) AND THE WEST SEVENTY FOUR (74) FEET OF THE SOUTH TEN(10) FEET OF LOT NUMBERED ONE HUNDRED TWO(102) IN MITCHELL'S SECOND FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 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 2023-509 – Approving the second amendment to the 32nd Street Place Tax Increment Financing (TIF) District

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-509 Ordinance; Exhibit "A" Second Amendment to the 32nd Street Place Tax Increment Financing (TIF) District; Exhibit "B" Side Letter for Project Area 4; Exhibit "C" Side Letter for Project Area 5; TIF Commission Resolution 2023-001; Baker Tilly's Need for Assistance Analysis; Revised Site Plan

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

SUMMARY
This Council Bill approves the second amendment to the 32nd Street Place Tax Increment Financing (TIF) District for Project Area 4. It also approves a side letter with the Developer, Woodsonia, of Project Area 4 and a side letter with the Developer, HDDA, of Project Area 5.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provided for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area to build the apartment units based upon the existing topography. The first amendment also removed the Movie Theater that was originally proposed in Project Area 4.

A proposed second amendment to the 32nd Street Place TIF Redevelopment Plan to reinstate a proposed movie theater into Redevelopment Project Area 4 was submitted to the Joplin Tax Increment Financing Commission for consideration. Woodsonia has stated their intention to build a new Movie Theater/Family Entertainment Complex in Project Area 4 and have B&B Theatres operate the new facility. As described above, the proposed Second Amendment would reinstate a proposed movie theater in Redevelopment Project Area 4. The proposed land use in Redevelopment Project Area 4 has been modified in the Second Amendment for the proposed movie theater but remains consistent with the use originally contemplated by the Redevelopment Plan.

Overall, the Second Amendment is consistent with the approved Redevelopment Plan, as amended by the First Amendment, and reflects changes necessary to reinstate the movie theater project back in Redevelopment Project Area 4. No changes are being made to the overall TIF project budget, reimbursable project costs, or other land uses included in the Redevelopment Plan, as amended by the First Amendment.

The TIF Commission held a hearing on the proposed Second Amendment on April 27, 2023. The TIF Commission passed the resolution recommending to the City Council approval of the Second Amendment by a vote of six in favor, none opposed and five absent.

Additionally, this Council Bill includes side letter agreements to address the funding mechanism for the teardown of the former Holiday Inn, as well as additional upfront funding to build the movie theater/entertainment complex. The total financing package will utilize an additional approximate $2,350,000 available funds from the 32nd Street Place Community Improvement District (CID), as well as create a new Community Improvement District (CID) just within the boundaries of the proposed movie theater site, which will impose an additional 1-cent sales tax for a certain period of time.

The existing 32nd Street Place CID will fund the teardown of the former Holiday Inn at a cost not to exceed $540,000.00. The City will front $1,840,000.00 to build public parking lot improvements associated with the movie theater project. As shown in Baker Tilly's independent "Need for Assistance Analysis", the movie theater project would not be feasible without assistance and would likely not have sufficient debt-coverage ratio to qualify for financing to do the project. The City will be repaid with interest through 90% of the TIF revenue from Project Area 5, as well as from 100% of the newly added Theatre CID sales tax. The City plans to utilize fund balance of the general fund to front these funds.

If a new hotel is not built in Project Area 5 within 36 months, the City will have the right to file a lien on the property. It is projected that with a new hotel in Project Area 5 and a movie theater/entertainment complex in Project Area 4, the City will be repaid in approximately seven to nine years, depending on EATS and PILOTS generated in the areas.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

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

COUNCIL BILL NO. 2023-509 ORDINANCE NO.

AN ORDINANCE approving the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; approving a Side Letter Agreement for the Implementation of Redevelopment Project 4; approving a Side Letter Agreement for the Implementation of Redevelopment Project 5; authorizing the City Manager to execute the Agreements on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, on December 28, 2020, the City Council of the City of Joplin, Missouri (the "City") adopted Ordinance No. 2020-210 approving the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo (the "Act"); and

WHEREAS, on August 1, 2022, the City Council adopted Ordinance No. 2022-122 approving the First Amendment to the Redevelopment Plan to reconfigure the boundaries of Redevelopment Project Areas 3 and 4; and

WHEREAS, a proposed Second Amendment to the Redevelopment Plan (the "Second Amendment") to reinstate a proposed movie theater into Redevelopment Project Area 4 was submitted to the Joplin Tax Increment Financing Commission (the "Commission") for consideration; and

WHEREAS, notice of a public hearing on April 27, 2023, before the Commission to discuss the proposed Second Amendment was provided in accordance with the provisions of the Act; and

WHEREAS, a public hearing before the Commission was held on April 27, 2023, and at the public hearing all interested parties were provided with an opportunity to present evidence and testimony regarding the Second Amendment and, on said date, the Commission having heard and considered the objections, protests, comments and other evidence adduced at the public hearing, closed the public hearing and voted to adopt a resolution recommending to the City Council that the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan be approved and adopted; and

WHEREAS, a Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the Redevelopment Plan between the City, Woodsonia Joplin, LLC, and the 32nd Street Theatre Community Improvement District has been negotiated and drafted for approval by the parties; and

WHEREAS, a Side Letter Agreement for the Implementation of Redevelopment Project 5 Under the Redevelopment Plan between the City, HDDA-Joplin, LLC, Woodsonia Joplin, LLC, and the 32nd Street Place Community Improvement District has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendations of the Commission, desires to approve the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan, approve the Side Letter Agreement for the Implementation of Redevelopment Project 4, approve the Side Letter Agreement for the Implementation of Redevelopment Project 5 and authorize the City Manager to execute the Agreements on behalf of the City.

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

Section 1. That Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted.

Section 2. That the Side Letter Agreement for the Implementation of Redevelopment Project 4 under the 32nd Street Place Tax Increment Financing Redevelopment Plan is approved in substantially the form attached hereto as Exhibit "B" is approved and the City Manager is authorized to execute said Agreement on behalf of the City.

Section 3. That the Side Letter Agreement for the Implementation of Redevelopment Project 5 under the 32nd Street Place Tax Increment Financing Redevelopment Plan is approved in substantially the form attached hereto as Exhibit "C" and the City Manager is authorized to execute said Agreement on behalf of the City.

Section 4. This Ordinance relating to the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan, the Side Letter Agreement for the Implementation of Redevelopment Project 4 under the 32nd Street Place Tax Increment Financing Redevelopment Plan, and the Side Letter Agreement for the Implementation of Redevelopment Project 5 under the 32nd Street Place Tax Increment Financing Redevelopment Plan is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This Ordinance needs to be approved to advance the project.

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

Exhibit A

Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan

[see attached]

Exhibit B

Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the 32nd Street Place Tax Increment Financing Redevelopment Plan

[see attached]

Exhibit C

Side Letter Agreement for the Implementation of Redevelopment Project 5 Under the 32nd Street Place Tax Increment Financing Redevelopment Plan

[see attached]

Exhibit "A"

SECOND AMENDMENT TO THE 32ND STREET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

JOPLIN, MISSOURI

SUBMITTED BY:

Woodsonia Joplin, LLC

PREPARED BY:

Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue
Suite 300
Kansas City, Missouri 64111

Original Plan Filed October 1, 2020
First Amendment Filed May 12, 2022
Second Amendment Filed March 10, 2023

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EXHIBITS

Exhibit 1 Site Plan of Redevelopment Project Area 4

I. INTRODUCTION

This Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Second Amendment") shall amend the 32nd Street Place Tax Increment Financing Redevelopment Plan as approved by Ordinance No. 2020-210 on December 28, 2020, and as amended by Ordinance No. 2022-122 on August 1, 2022 (the 32nd Street Place Tax Increment Financing Redevelopment Plan as amended by the First Amendment shall hereinafter be referred to as the "Plan" or "Redevelopment Plan").

The Second Amendment, if approved, will reinstate the proposed movie theater into Project Area 4, which was deleted in the First Amendment. The proposed movie theater will consist of construction of approximate 37,025 square foot 8 screen movie theater/entertainment complex containing a bar, restaurant, and arcade. Please note that no changes are being made to the project budget, reimbursable project costs, or land uses included in the TIF Plan.

II. PLAN TEXT AMENDMENTS

The Redevelopment Plan shall be amended as follows:

1. **Amendment No. 1** The first paragraph of Section II. B. Redevelopment Plan shall be deleted in its entirety and replaced with the following:

   B. Redevelopment Plan. During this unprecedented time dealing with the COVID-19 crisis, the Applicant is pleased to be able to present this Plan for consideration by the City. Notwithstanding the challenges present to the entire retail industry today, the Applicant is confident of the success of this Plan. The Applicant is proposing to construct a new shopping center in the City. It will be anchored by a Menards Home Improvement Store ("Menards"), which is not currently located in

the City. The store will consist of approximately 213,300 square feet of retail space and a 49,430 square foot warehouse. The Applicant also proposes to construct an approximate 37,025 square foot 8 screen movie theater/entertainment complex containing a bar, restaurant, and arcade in Redevelopment Project Area 4. The Plan also provides for construction of future housing, retail, and commercial space. The Applicant also proposes to construct approximately 244 units of multifamily apartments, together with a 7,500 square foot clubhouse/leasing office with a pool and a dog park. The applicant also proposes to renovate an additional 8,600 square feet of office space for the relocation of BKD from its current location in the Redevelopment Area as well as the redevelopment of the 59,000 square foot Holiday Inn property. The proposed uses are subject to change, depending on the state of the economy and the needs of the City.

III. PLAN EXHIBIT AMENDMENTS

2. **Amendment No. 2:** Add to Exhibit 2, Site Plan of Redevelopment Area 4 as attached hereto.

EXHIBIT 2

SITE PLAN

REDEVELOPMENT PROJECT AREA 4



Exhibit "B"

SIDE LETTER AGREEMENT FOR THE IMPLEMENTATION OF REDEVELOPMENT PROJECT 4 UNDER THE 32ND STREET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

This SIDE LETTER AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between the CITY OF JOPLIN, MISSOURI, a Missouri constitutional charter city and a political subdivision of the State of Missouri ("**City**"),the 32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision ("**District**"), and WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("**Developer**") (the City, District, and Developer are collectively referred herein as the "**Parties**" and each individually as a "**Party**", as the context so requires), under the following circumstances:

A. On _____ __, 202_, City, District, the 32nd Street Place Community Improvement District ("**Original District**"), and Developer entered into that certain Cooperative Agreement ("**Cooperative Agreement**") outlining the terms by which Developer would complete certain public improvements in Joplin, Missouri.

B. Developer and City have also entered into a certain Tax Increment Financing Contract for the 32nd Street Place Tax Increment Financing Redevelopment Plan and Projects ("**TIF Contract**").

C. As provided in the Cooperative Agreement, District intends to fund a portion of the Developer Work with revenue generated by the imposition of a CID Sales Tax and reimburse the Developer and the City for the cost incurred by either in the construction of the Developer Work (as hereinafter defined).

D. Pursuant to a Purchase and Sale Agreement between Developer and the Original District, Developer intends to transfer to the Original District a portion of a parcel of land described in Exhibit A (hereinafter referred to as the "**Theatre Property**"). The Theatre Property is a portion of the site on which Developer work will be conducted.

E. City and District have agreed that should Developer fail to complete the Developer Work as outlined herein, the City shall have the option to exercise self-help rights to complete the Developer Work and be able to submit disbursement requests for direct payment to contractors or for reimbursement to the City for such costs from CID Sales Tax revenues in the manner outlined in the Cooperative Agreement and herein.

G. To ensure the financial feasibility of the development of the Theatre Property, the City has agreed to participate in the funding of the Developer Work, as hereinafter defined, and to receive reimbursement from the CID Sales Tax Account subject to the terms of this Agreement and the Cooperative Agreement.

NOW, THEREFORE, the Parties, for themselves and their successors and assigns, in consideration of their respective undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1. Developer shall cause the following site work improvements and construction (collectively, the "**Developer Work**"), all of which shall be constructed within the Theatre Property or otherwise within the boundaries of District, to be completed for the benefit of the District and City in conformance with the Approved Plans (as defined below in this Section 1):

A. Construction of a public parking facility and associated improvements, including landscaping, lighting, and traffic control devices.

B. Relocation or extension of electrical, water, gas, and fiber/cable/phone lines on the Theatre Property which shall be performed at Developer's sole cost and expense.

C. Construction of an 8-screen theatre and entertainment complex.

D. Any other work outlined in the Cooperative Agreement that is not specifically referenced herein which is necessary for the construction, opening, and operation of the theatre.

Developer shall simultaneously submit its plans and specifications for the Developer Work or any phase thereof (the "**Development Plans**") to City for review and approval, said approval of which shall not be unreasonably withheld, conditioned, or delayed. The Development Plans submitted to the City shall be in conformance with the renderings and statements set forth in **Exhibit C** previously presented and submitted to the City. The City shall approve the Development Plans in the manner and within the timeframes required for the approval of other development plans under applicable law. In the event City disapproves the Development Plans, the City shall indicate, in writing, those items contained in the Development Plans of which it disapproves. In the event of disapproval of the Development Plans by City, Developer shall, after notice of such disapproval, revise the Development Plans and resubmit such revised Development Plans to City, and the review and approval process shall recommence with the same timeframes specified in this Paragraph. The term "**Approved Plans**" as used in this Agreement shall refer to the mutually agreed upon Development Plans in accordance with the approval process outlined above.

2. The following shall be obligations of Developer as it completes the Developer Work:

A. Developer will indemnify, defend and hold harmless the District and the City from any losses, damages, expenses or claims arising out of the performance of the Developer Work, including any liens for such labor and materials, while such work is being performed, whether such claims are caused by Developer, or Developer's subcontractors, or assigns; provided, however, the foregoing obligation shall not apply to losses, damages, expenses, or claims resulting from the gross negligence or the intentional misconduct of the District or the City, or its successors or assigns, agents, employees, contractors, or licensees.

B. Developer agrees to provide weekly construction progress reports and other inspection results to the City for review.

C. The City shall have the right to inspect the Developer Work and said inspection shall be subject to reimbursement under the Cooperative Agreement or this Agreement. Developer agrees to provide the City reasonable access to the site in order to facilitate any such inspections, and Developer agrees to conform any discovered non-conformities to be consistent with the Approved Plans.

D. Expend all private or other public funds necessary for the construction of the Developer Work and the acquisition of the Theatre Property by the 32nd Street Place Community Improvement District prior to requesting the City's financial contribution to the funding of the Developer Work.

3. Developer shall cause the Developer Work to be completed in conformance with the "**Site Development Schedule**" attached hereto as Exhibit B and made a part hereof, subject to acts of terrorism, acts of war, floods, earthquakes, fires, tornadoes, casualties, acts of God (which shall not include weather), or governmental restrictions or mandates ("**Excusable Delays**"). Further, in connection with Developer's completion of the Developer Work (or any other public improvement work described in the Cooperative Agreement), City hereby agrees and confirms that it will not require performance bonds or letters of credit.

4. The Developer agrees that the City's financial contribution to the Developer Work will be the last source of funds utilized by the Developer to construct the Developer Work or to acquire the Theatre Property. Prior to the utilization of the City's contribution, Developer shall provide the City with written notice and itemized receipts establishing the use of all other funds required to construct the Developer Work or acquire the Theatre Property has occurred. Upon receipt of the aforementioned notice, the City shall review and approve the notice and respond to Developer regarding the use of the City funds. The City's financial contribution to the development of the Theatre Property or Redevelopment Project Area 4 more generally shall not exceed One Million Eight Hundred Forty Thousand Dollars ($1,840,000). To the extent any portion of the $1,840,000 is used toward TIF Reimbursable Costs, such amount should be in addition to the $13,786,470 approved for the Developer on a TIF Reimbursable Expense. Developer further agrees that the City shall be entitled to reimbursement for its financial contribution from revenues generated by the District – both those subject to allocation as economic activity taxes under the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended (the "**TIF Act**") and the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "**TIF Plan**") and those not subject to allocation, as set forth in the Cooperative Agreement. The Developer hereby waives any rights it may have to seek reimbursement from the revenues generated by the District and subject to allocation under the TIF Act, TIF Plan, or the agreement between the City and the Developer implementing the same, until such time as the City has been fully reimbursed for its financial contribution as set forth in this Agreement, the Cooperative Agreement, and the side letter agreement for the implementation of Redevelopment Project 5 of the TIF Plan.

5. If Developer fails to complete any component of the Developer Work by the deadline for such component as set forth in the Site Development Schedule, subject to Excusable Delays, and provided Developer fails within ten (10) days after receipt of written notice from the City to complete the component of the Developer Work in question, or such longer period as may be agreed to by the City in order to complete such component of the Developer Work in question, a copy of which shall also be sent to District, then City (a) shall have the right to complete the uncompleted Developer Work, as such rights are set forth in the Cooperative Agreement, and (b) shall be allowed to submit a request for payment in the same manner as other CID Reimbursable Project Costs as provided in the Cooperative Agreement which requires that the City approve and certify each written request for disbursement. The City's completion of the Developer Work pursuant to this Section 4 shall further be governed by the following:

A. City may receive additional reimbursement of any costs to complete the Developer Work in excess of the amounts available from the CID Sales Tax Revenue Account out of Developer's portion of proceeds from funds generated under the TIF Contract. In connection therewith, the City shall submit costs associated with its completion of the Developer Work for certification to the City, as outlined in the TIF Contract. All reasonable costs and expenses incurred by City for the completion of the Developer Work in accordance with the Cooperative Agreement which are not reimbursed to City pursuant to the Cooperative Agreement or proceeds under the TIF Contract shall be the responsibility of Developer, payable by Developer upon written demand from the City and the provision of reasonable proof of the incurrence of such costs and expenses by the City, and the City shall be allowed to use any and all means available to it to recoup such costs, including the right to place a lien on property owned by Developer in Newton County, MO for any amounts that are not reimbursed after demand by the City.

6. If the City exercises its self-help rights under the Cooperative Agreement and as outlined in this Agreement with respect to any part of the Developer Work, City hereby agrees to assume the rights and undertake the obligations of Developer under the Cooperative Agreement with respect to the portions of the Developer Work it elects to complete. In addition, City shall undertake the Developer Work in accordance with the Cooperative Agreement and shall comply with all applicable federal, state, and local laws and requirements relating to construction of the Developer Work, including, without limitation, federal, state, and local laws and requirements related to public bidding, posting of payment and performance bonds, prohibitions and requirements contained in Chapters 67, 107, 208, 285, 290, 292, and 650, RSMo (as applicable), and the payment of prevailing wages to contractors or subcontractors of the City for construction of the Developer Work.

7. Should City be required to exercise its self-help rights and incur expenses in excess of the amount set forth in the Cooperative Agreement, the City may submit such additional costs for certification under the TIF Contract and City's allocated project budget amount shall increase and Developer's allocated project budget amount shall decrease by the amounts certified by the City.

8. Any changes to the Approved Plans and/or civil, engineering, or construction drawings, plans, and specifications associated with the completion of the work outlined in the Approved Plans shall be submitted to the City for review and approval. No changes to the Approved Plans shall occur without the prior consent of the City, said consent of which may not be unreasonably withheld, conditioned, or delayed.

9. Notwithstanding anything in the Cooperative Agreement, to the contrary, the Project Costs and/or the CID Project Budget shall not be amended or changed so that the current amounts of money allocated in the CID Project Budget to Developer Work are reduced from their current values in the CID Project Budget without the prior written consent of the City, which may be granted or withheld in its sole discretion.

10. Any and all notices and other communications required or permitted under this Agreement shall be made or given in writing and shall be delivered in accordance with the Cooperative Agreement.

11. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

12. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though it is set forth in full where referred to herein.

13. This Agreement shall be governed by the laws of the State of Missouri.

14. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between any of the Parties hereto.

15. The Agreement may only be amended by a writing signed by all Parties hereto.

16. The Parties agree that all terms of the TIF Contract not in conflict or inconsistent with the provisions of this Agreement shall remain in full force and effect and control the relationship between the parties in regards to the development of the Theatre Property and are hereby incorporate into this Agreement as if fully set forth herein.

17. Upon full execution by the Parties, this Agreement or a memorandum of this Agreement, shall be recorded by the City in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument.

EXECUTED ON:

This ____ day of _____, 2021

WOODSONIA JOPLIN, LLC

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2021

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2021

32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Theatre Property

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE **POINT OF BEGINNING**. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).

EXHIBIT B

Site Development Schedule

Exhibit "C"

SIDE LETTER AGREEMENT FOR THE IMPLEMENTATION OF REDEVELOPMENT PROJECT 5 UNDER THE 32ND STREET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

This SIDE LETTER AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between the CITY OF JOPLIN, MISSOURI, a Missouri constitutional charter city and a political subdivision of the State of Missouri ("**City**"), HDDA-JOPLIN, LLC, a Missouri limited liability company ("**HDDA**"), WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("**Developer**"), and 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT ("**District**") (the City, HDDA, Developer, and District are collectively referred herein as the "**Parties**" and each individually as a "**Party**", as the context so requires), under the following circumstances:

A. Developer and City have also entered into a certain Tax Increment Financing Contract for the 32nd Street Place Tax Increment Financing Redevelopment Plan and Projects ("**TIF Contract**").

B. Pursuant to the TIF Contract, revenues generated within Redevelopment Project Area 5 of the 32nd Street Place Tax Increment Financing Redevelopment Plan as legally described on Exhibit A attached hereto ("**Project Area**") are to be allocated 85% to the Developer and 15% to the owner of property within the Project Area that has incurred reimbursable projects costs (as more further defined by the TIF Contract).

C. To implement the Redevelopment Project 5 ("**Project**") within the Project Area as contemplated by the TIF Contract and the 32nd Street Place Tax Increment Financing Redevelopment Plan ("**TIF Plan**"), the City, HDDA, and the Developer have agreed that the City and HDDA should allocate the performance of certain activities giving rise to reimbursable project costs.

D. The City and HDDA have agreed to allocate the performance of certain activities subject to the terms of this Agreement including the re-allocation of funds generated within the Project Area and deposited into the Subaccount Allocation Fund – Project Area 5.

E. The City has previously declared the buildings and structures located within the Project Area as dangerous buildings pursuant to applicable law and the Parties have agreed that, subject to the terms of this Agreement, to release each other from any potential claims arising from the City's declaration.

F. The District has agreed to fund the demolition of the dangerous buildings and structures in the Project Area with available funds from the Industrial Development Authority of the City of Joplin, Missouri Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 ("**2021 Bonds**") and in accordance with the 2021 Bond documents and the Amended and Restated Cooperative

Agreement ("**Cooperative Agreement**") dated _____, 2023, among the City, the District, and the Developer.

NOW, THEREFORE, the Parties, for themselves and their successors and assigns, in consideration of their respective undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1. City Release. Subject to the terms of this Agreement, the City upon the District providing the District Funding (as defined hereinafter) and HDDA completing the HDDA Work (as defined hereinafter) with respect to the demolition of buildings on the HDDA owned property agrees to release the City's declaration of Dangerous Building previously recorded on that portion of the property comprising the Project Area. The Parties understand that the City will be entitled to certain revenues in accordance with the terms of the Cooperative Agreement between the City, the Developer, and the District as may be amended from time to time and this Agreement. HDDA and Developer agree that the City may utilize revenues it is entitled to under **Paragraph 4** of this Agreement to reimburse the City for the City's financial contribution or any other costs that the City may incur due to the development in Redevelopment Project Area 4.

2. District Funding. Subject to the terms of the Cooperative Agreement and this Agreement, the District shall fund ("**District Funding**") the demolition and removal of buildings and structures located within the Project Area ("**Demolition**") previously declared by the City as dangerous pursuant to applicable law and which structures are currently owned by HDDA; provided, however, that the District Funding shall not exceed Five Hundred Forty Thousand Dollars ($540,000) and that the sole source of the District Funding shall be available 2021 Bond proceeds and from no other sources, funds, or assets of the District. The District shall have no obligation to provide the District Funding until: (a) HDDA submits to the District and the City an executed copy of an agreement between HDDA and a person or entity responsible for the demolition and removal of HDDA's buildings and structures located within the Project Area; (b) HDDA submits to the City and the District all invoices and supporting documents necessary for the District to draw available 2021 Bond proceeds from trust accounts held by the bond trustee in accordance with the 2021 Bond documents and the Cooperative Agreement; and (c) the City notifies the Parties in writing that the Demolition, or such portion of the Demolition as is supported by a contractor's invoice or other documentation, has been completed in accordance with City codes and requirements and other applicable laws and regulations. HDDA shall cause the completion of the Demolition within one hundred twenty (120) days from the date of this Agreement, subject to force majeure events, or such other period as the Parties may agree in writing. HDDA shall be solely responsible for any demolition costs in excess of the District Funding. Neither the Developer, the City, nor the District shall have any liability for any cost overruns in connection with the Demolition or for the financing, design, construction, and operation of the HDDA Work (as defined below). A "force majeure event" means a condition by reason of which completion of the Demolition is prevented or materially impeded through no fault of HDDA, due to acts of God, extreme and extraordinary weather conditions, strikes, lockouts, labor troubles, inability to procure materials, failure of power, extreme and extraordinary governmental delay, riots, or other events or circumstances beyond such party's control; provided, however that HDDA shall give written notice to the City and the District of the existence of the condition promptly

after first becoming aware of the condition and provide an estimated schedule for completion of the Demolition that shall not extend past December 31, 2023.

3. HDDA Work. HDDA shall use commercially reasonable efforts to cause the construction of the improvements necessary for the operation of the two hotels to be operated within the Project Area ("**HDDA Work**"). HDDA agrees that the Demolition and the HDDA Work are, in part, undertaken as a negotiated release of claims that may have arisen due to the City's declaration of the buildings and structures within Project Area 5 as dangerous and that it accepts the District Funding and the City's release of its recorded declaration as consideration for the release of said claims. HDDA currently intends that the hotels shall be flagged by either Hilton and/or Marriot (or their related or affiliate brands). HDDA agrees that upon completion of the HDDA Work, the flag of the hotels operating in the Project Area shall be of equivalent and in no event lesser status than the flags previously stated. Should HDDA allow the flag of the hotels to become of a lesser status, HDDA agrees to waive all rights it may have to receive reimbursement from the Subaccount Special Allocation Fund – Project Area 5. Should HDDA not complete construction of at least 1 of the 2 hotels as part of the HDDA Work within thirty-six (36) months after the Demolition is complete and paid for with the District Funding, subject to force majeure events, HDDA, and Developer agree and hereby authorize the District or the City to place a lien on the Project Area in the amount of the District Funding, including financing costs and other associated costs the City or District expended in the undertaking of the District Funding less any amounts received by the City pursuant to Section 4 below.

4. TIF Plan Reimbursement. The City, Developer, and HDDA agree that each party's reimbursement from Subaccount Allocation Fund – Project Area 5 shall be a proportional, continuous share as follows:

A. The City shall receive ninety percent (90%) of the funds generated within the Project Area and deposited into the Subaccount Allocation Fund – Project Area 5 until such time that the City has been reimbursed a total of One Million Eight Hundred Forty Thousand Dollars ($1,840,000) plus financing costs from said funds and from CID sales tax revenues generated by the 32nd Street Theatre Community Improvement District.

B. HDDA shall receive ten percent (10%) of the funds generated within the Project Area and deposited into the Subaccount Allocation Fund – Project Area 5 up to a maximum reimbursement amount of Two Hundred Thousand Dollars ($200,000).

C. Developer shall not receive or be entitled to receive any of the funds generated within the Project Area and deposited into the Subaccount Allocation Fund – Project Area 5 until such time as the City and HDDA have received full reimbursement for their respective costs. If the City does not contribute One Million Eight Hundred Forty Thousand Dollars ($1,840,000) towards the development contemplated as Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Plan and more specifically described in the side letter

agreement related to the same, the Developer shall be entitled to receive the funds designated towards reimbursement of the City in Section 4(A) of this Agreement.

When seeking reimbursement from the Subaccount Allocation Fund – Project Area 5, the City and HDDA shall comply with all applicable provisions of the TIF Contract.

5. Notice. Any and all notices and other communications required or permitted under this Agreement shall be made or given in writing and shall be delivered in accordance with the TIF Contract, the Amended and Restated Cooperative Agreement between the City, Developer, and District, or if to HDDA as follows.

HDDA – Joplin, LLC:
c/o HDDA, LLC
One Ravinia Drive, Suite 900
Atlanta, GA 30346
Attn: Taylor Wolters
Email: Taylorw@hdda.com
with a copy to:

Aldridge & Goldberg LLP
641 Lexington Avenue, 14th Floor
New York, New York 10022
Attn: Steven R. Goldberg, Esq.
Email: sgoldberg@algo.law

6. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

7. Incorporation of Exhibits. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though it is set forth in full where referred to herein.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between any of the Parties hereto.

10. Amendment. The Agreement may only be amended by a writing signed by all Parties hereto.

11. Settlement of Dangerous Building Claims. The City and HDDA agree that this Agreement is intended to, in part, serve as a settlement and release of any claims that the City and

HDDA may have had against each other due to the City's declaration that the buildings and structures in the Project Area are dangerous under applicable law. The obligations and duties set forth in this Agreement, specifically the City's release of its recorded declaration of dangerous building, the Demolition, and the HDDA Work, are anticipated to finally dispose of any controversy or claims between the Parties subject to compliance by the Parties with the terms of this Agreement.

12. Incorporation of TIF Contract. The City, the Developer, and HDDA agree that all terms of the TIF Contract not in conflict or inconsistent with the provisions of this Agreement shall remain in full force and effect and control the relationship between the parties in regards to the development of the Project Area and are hereby incorporated into this Agreement as if fully set forth herein. HDDA hereby agrees to assume the responsibilities of the Developer regarding the development of the Project as set forth in the TIF Contract.

13. Memorandum of Agreement. Upon full execution by the Parties, this Agreement or a memorandum of this Agreement, shall be recorded by the City in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

14. Full Force and Effect. Within thirty (30) days after written request by any Party, the other Parties shall execute and deliver to the requesting Party a certificate stating that this Agreement is in full force and effect, describing any amendments or modifications hereto, and setting forth any assertions with regard to default, claims, or any other non-compliance with this Agreement.

15. Indemnification of the City and the District; Additional Insureds. HDDA shall indemnify, release, defend, be responsible for and forever hold harmless the District and the City, and their respective officials, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with the Demolition or the HDDA Work, included, but not limited to: (a) any negligent acts, misconduct or fraud of HDDA or any of its contractors, subcontractors, agents, representatives or employees; (b) failure by HDDA or any of its contractors, subcontractors, agents, employees, or representatives to comply with Applicable Laws and Requirements (as defined in the Cooperative Agreement) in connection with the Demolition or the HDDA Work; and (c) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of HDDA or its agents, employees, contractors, or subcontractors, to the extent caused in connection with the Demolition or the HDDA Work. The indemnity required hereunder shall not be limited by any particular insurance coverage, or by a limitation of the amount or type of damages or compensation payable by or for HDDA under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates, or the terms, applicability or limitation of any insurance held by HDDA. The District and the City do not, and shall not, waive any rights against HDDA which it or they may have by reason of this indemnification, because of the acceptance by District or the City, or the deposit with the District or the City by HDDA, of any insurance policies. This indemnification by HDDA shall apply to all damages and claims for damages of any kind that may arise as the result of any

act, error, omission or intentional act of HDDA or its agents, representatives, employees, contractors, or subcontractors, and suffered in connection the Demolition and the HDDA Work, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, HDDA shall immediately notify the District and the City of any and all claims filed against HDDA, the District, or the City, and shall provide the District and the City with a copy of the same. The fact that HDDA carries out any activities with respect to the Demolition or the HDDA Work through independent contractors shall not constitute an avoidance of, or defense to, HDDA's duty of defense and indemnification under this section. HDDA's indemnification obligations under this Agreement shall apply to its successors and assigns and subsequent owners of the Project Area. HDDA shall name, and shall require its contractors to name, the City and the District as additional insureds on all policies of insurance procured by HDDA and its contractors in connection with the Demolition.

16. No Representation or Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, HDDA RECOGNIZES THAT, BECAUSE HDDA IS RESPONSIBLE FOR CARRYING OUT AND CONTRACTING FOR THE DEMOLITION AND REMOVAL OF STRUCTURES ON ITS PROPERTY, AS CONTEMPLATED IN THIS AGREEMENT, THE DISTRICT MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO SUCH DEMOLITION, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY HDDA AND ITS CONTRACTORS. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, OR A VIOLATION OF ANY APPLICABLE LAW, IN CONNECTION WITH SUCH DEMOLITION, WHETHER PATENT OR LATENT, NEITHER THE DISTRICT, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, WHETHER IN THEIR OFFICIAL OR INDVIDUAL CAPACITIES, SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE DISTRICT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEMOLITION AND REMOVAL OF STRUCTURES ON THE HDDA PROPERTY AS CONTEMPLATED IN THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument.

EXECUTED ON:

This ____ day of _____, 2023

WOODSONIA JOPLIN, LLC

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2023

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2023

HDDA JOPLIN LLC

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2023

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Redevelopment Project Area 5

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

BEGINNING FROM THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 01°39'56" EAST (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE), ALONGTHE EAST LINE OF SAID LOT 3, A DISTANCE OF 561.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 63°01'30" EAST, A RADIUS OF 220.00 FEET, FOR AN ARC DISTANCE OF 165.21 FEET; THENCE SOUTH 48°29'54" EAST, ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348, A DISTANCE OF 75.10 FEET; THENCE SOUTH 07°11'15" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 108.73 FEET; THENCE SOUTH 82°48'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 201.96 FEET; THENCE NORTH 82°11'26" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 429.65 FEET; THENCE SOUTH 01°33'07" EAST, A DISTANCE OF 426.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE AND ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 83°19'26" WEST, A RADIUS OF 5554.57, FOR AN ARC DISTANCE OF 593.31 FEET; THENCE SOUTH 86°31'35" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 251.82 FEET TO THE **POINT OF BEGINNING**. CONTAINING 389,354.22 SQ. FEET (8.94 ACRES).

RESOLUTION 2023-001

A RESOLUTION

RECOMMENDING to the City Council of the City of Joplin, Missouri Approval of the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan

---

WHEREAS, the Tax Increment Financing Commission for the City of Joplin, Missouri, has reviewed the proposed Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Second Amendment") that reinstates a proposed movie theater as the use in Redevelopment Project Area 4; and

WHEREAS, notice of a public hearing on April 27, 2023, before the Commission to discuss the proposed Second Amendment, was provided in accordance with the provisions of the Real Property Tax Increment Allocation Act (Section 99.800 *et seq.*, RSMo); and

WHEREAS, a public hearing before the Commission was held on April 27, 2023 and at such hearing all interested parties were provided with an opportunity to present evidence and testimony regarding the proposed Second Amendment; and

WHEREAS, the Commission heard testimony and received evidence regarding the proposed Second Amendment at the public hearing, and, based on its review of the Second Amendment and the testimony and evidence presented, desires to make a recommendation to the City Council regarding approval and adoption of the Second Amendment.

BE IT RESOLVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF JOPLIN as follows:

Section 1 - That the Tax Increment Financing Commission hereby recommends to the City Council of the City of Joplin that the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan be approved and adopted.

Passed at meeting: April 27, 2023

J. Russell Allison
Chairperson

Attest: Vicky Copeland

Proposed Theater Project
Need for Assistance Analysis

To:	Leslie Haase, Finance Director Chris Williams, Williams & Campo
From:	Tom Denaway, Director, Baker Tilly Municipal Advisors
Date:	May 5, 2023
Subject:	Proposed Movie Theater – Project 4 32nd Street TIF District – Need for Assistance Analysis

Proposed Development

The Developer (Woodsonia Real Estate) is proposing the development of an entertainment complex located within Project 4 of the existing 32nd Street Place Tax Increment Financing (TIF) District. The complex is proposed to include an approximately 37,000 square foot facility containing an 8-screen movie theater, a bar and restaurant, and an arcade/family entertainment component. The complex will located along 32nd Street at Hammons Boulevard within Project Area 4 of the TIF District.

Development Cost and Reimbursable Budget

			Existing TIF & CID Areas			
Development Cost	**Total Cost**	**Private**	**TIF PILOTS/EATS**	**CID Bond Proceeds**	**CID Non-Captured**	**New CID**
Acquisition	$3,136,320	$836,320	-	$2,300,000	-	-
Building Construction	$23,681,546	$19,681,546	$4,000,000	-	-	-
Sitework/Parking Lot	$2,650,000	$149,220	-	-	$1,200,780	$1,300,000
Professional Services	$745,675	$745,675	-	-	-	-
Financing	$2,000,000	$500,000	$1,500,000	-	-	-
Dev. Fee & General Cond.	$545,752	$0	$545,752	-	-	-
Contingency	$865,983	$865,983	-	-	-	-
Total Costs	$33,625,276	$22,778,744	$6,045,752	$2,300,000	$1,200,780	$1,300,000
Percentage	-	67.74%	17.98%	6.84%	3.57%	3.87%

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The Developer provided the above referenced estimate of the project costs for the proposed entertainment complex. In total the anticipated 37,000 sf development is anticipated to cost approximately $33,625,276. The cost estimate includes the total cost of acquiring the site, necessary sitework and parking lot improvements, the construction of the vertical building, the full interior build-out of the building, and related soft costs and contingency amount associated with the development of the site. The Building Construction line-item includes the cost of constructing the building itself, as well as the full interior build-out of the complex which includes costs associated with the specialized theater equipment and furniture, restaurant build-out and kitchen, and the arcade/family entertainment component.

In reviewing the proposed project costs, the Developer identified a preliminary cost estimate for the vertical building improvements and interior build-out of approximately $15,000,000 as provided by their anticipated contractor. This cost estimate does not include the specialty theater equipment or arcade/family entertainment build-outs. In comparison we reviewed the Swiftestimator online cost estimating software to determine the anticipated cost of developing a structure of this size within the City of Joplin. The Swiftestimator software identified an approximate cost of $13,700,000 for construction of a theater building of comparable size, however the cost comparison provided by the Swifestimator does not included the additional build-out costs associated with the bar/restaurant, snack bar, seating, patio, or any of the other enhanced features proposed to be included within this complex. Based on the enhanced features and building components proposed for this project a total cost estimate of $15M appears reasonable. The Developer is seeing reimbursement for building cost from TIF of approximately $4.0M. Given the unique nature of the project and the specialized equipment purchases necessary, the City may wish to request verification and documentation of the full construction costs upon completion of the project.

Sources of Assistance

The Developer is seeking reimbursement from a mix of TIF PILOTS/EATS from the Existing 32nd Street TIF District and the existing Community Improvement District (CID). In addition, the Developer is also seeking the creation of a new Community Improvement District applicable to just the entertainment complex area that would apply its own 1.0% sales tax.

TIF assistance from the existing District is being sought in an amount of $6,045,752 which will be used to reimburse the Developer for building improvement costs of $4.0M, financing and interest carry costs of $1,500,000, and developer fee/general conditions costs of $545,752. Due to the limitation on interest reimbursement associated with the TIF District the total TIF reimbursable costs, the gross amount of TIF reimbursement realized over the life of the District will not exceeds the identified amount of $6,045,752. The Developer has identified that the present value of the proposed pay-as-you-go TIF assistance to be approximately $3,664,329 since the TIF reimbursement will be provided over an extended period of time.

Assistance from the existing Community Improvement District is being sought in two forms. The first component of the assistance from the existing CID is the use of existing CID Bond proceeds from the 2021 CID issuance of $2,300,000, which will be used by the CID to acquire the land dedicated to for the public parking lot servicing the entertainment complex. Additionally, future revenues from the existing CID will be used to reimburse the Developer for a portion of the public parking lot improvements on a pay-as-you-go basis in an amount of $1,200,780. The anticipated net present value of the pay-as-you-go assistance from the existing CID is $578,018.

The other source of assistance being sought is the creation of a new Community Improvement District applicable to the Theater. The Theater CID will be applicable to just the Project Area 4 site and will apply an additional 1.0% sales tax. The Developer is seeking assistance from the City in an amount of $1,300,000 to fund the remaining costs associated with the construction of the parking lot. The request is for the City to initially contribute the $1.3M for the remainder of the public parking construction cost from existing resources, with the City being reimbursed over time from the new Theater CID sales tax.

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Need for Assistance

Baker Tilly Municipal Advisors was retained by the City to determine the need for the requested financial assistance for the project. In order to make the determination of the need for assistance the project is evaluated on the basis of its financial feasibility by measuring various return on investment metrics both with and without the requested assistance. If the proposed project without assistance does not generate a sufficient return on investment, a determination can be made that the project would be unlikely to proceed absent the requested assistance. Making this determination on the basis of the return-on-investment metrics allows an objective measure to be used in the determination of the need for assistance.

The potential return on investment generated by the project is a function of the anticipated project costs for the initial construction of the development and the revenues generated by the operation of the project and the anticipated value of the complex upon completion. The Developer is proposing that they will construct and own/operate the proposed development. The Developer is proposing they will enter into a management agreement with B&B Theaters who will be a for-fee manager of the theater operation. Ultimately, the Developer will be undertaking the full operational risk associated with the Development and the potential income generated by the project will be subject to the operation of the Theater and will be a function of the operational revenues and expenses incurred by the theater.

The Developer shared the operating assumptions utilized in the preparation of their operating pro-forma for the project, which included their anticipated revenue and expense projections. The revenue projections were based on a market study prepared by B&B Theaters. The market study projected a range of potential ticket sales using a variety of methodologies. The assumption used by the Developer in the preparation of their operating pro forma, and on what this analysis is based, is approximately 8.3% higher than the average of the four different projection methodologies provided within the market study. In comparison to the highest possible projection identified within the market study, the Developer's assumption in their pro forma is approximately 86.7%. Based on the market study the Developer's projection appears reasonable.

The Developer's operating expense assumptions were based on information provided by B&B Theaters and were largely based on comparison to an existing operational facility located in Topeka, Kansas. The Developer's assumption did include an allowance for a higher operating expense cost in relation to personal expenses compared to the Topeka Theater, which the Developer attributed to a combination of additional personnel needs due to the arcade/family entertainment component and due to anticipating higher wages for the Joplin market. If actual personnel costs result in amounts closer to the Topeka project, the potential return on investment would be greater than the amounts shown within this analysis.

A project of this nature is unique in comparison to traditional real estate development, in regard to the potential range of revenue and expense variability. By comparison, more traditional real estate projects have a more predictable potential return on investment because of the limiting effect the market has on revenue potential from items such as lease rates. Conversely, investments in projects like this, which are more of a business enterprise than a real estate development, typically have a higher level of unpredictability within the potential revenue generated by a project. As such higher return ranges are typically sought by investors in these types of projects due to the increased risk profile these projects represent.

The determination of the need for assistance is based on the project's feasibility without the requested assistance, by comparing the projected return without assistance with industry benchmark for return on investment. Given the inherent risk with real estate investing if the anticipated return on an investment falls below certain thresholds, the conclusion can be made that the project would not be undertaken due to inadequate return on investment. For purposes of this review we utilized the RealtyRates.com Investor Survey – 1st Quarter, 2023 to identify a feasibility benchmark for the project. This survey is completed of nationwide developers and identifies the return thresholds they would need to undertake projects within the current marketplace. The RealtyRates survey does not have a specific category for movie theater developments, so we utilized the returns identified for the Free Standing Retail development category as the feasibility benchmark for this review. As noted above hospitality type enterprises such as this typically have a higher return need

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due to the greater complexity of the project and the higher level of variables that could be impacted. The use of the Free Standing Retail development return thresholds therefore sets a conservative (i.e. low) benchmark for purposes of determining feasibility. If the projected return without assistance falls below even this conservative, or low hurdle, it only further emphasizes the need for the assistance.

For purposes of this analysis we reviewed the project on the basis of multiple measures of return on investment to determine the feasibility of the project with and without assistance. The first measure by which we evaluated the potential return on invest was the projected Unleveraged Internal Rate of Return ("IRR"). The IRR is a return calculation measure that accounts for the time value of money, and is based on the entire life cycle of the development including project construction, a holding/operating period by the Developer of 10-years, and then finally a hypothetical sale of the asset in the final year of the analysis. This hypothetical sale is included in order to full count the value of the asset within the return on investment calculation, and is not necessarily indicative of the intent to sell at that point in time. The RealtyRates.com survey identified a range of desired returns for the Free Standing Retail category of 9.50% to 17.66% with an average of 14.39%. The table below identifies the projected Unleveraged IRR for the project without assistance and with varying levels of assistance.

Project Scenario	Unleveraged IRR
Without Assistance	4.55%
With Only Existing TIF & CID Areas	7.62%
With Existing TIF/CID & New CID Area	8.35%

Another return on investment measure that was utilized for purposes of this analysis is what is referred to the cash on cash return. This is an annual return test that measures the amount of return generated annually by the cash flow remaining after debt-service as a percentage of the initial developer equity invested in the project. For the cash on cash return benchmark the RealtyRates.com survey identified a range of 7.61% to 16.58% with an average of 11.65%. The table below identifies the projected cash on cash return for the project without assistance and with varying levels of assistance.

Project Scenario	Cash on Cash Return Year 1	Cash on Cash Return 10-Year Average
Without Assistance	3.38%	5.26%
With Only Existing TIF & CID Areas	5.96%	9.27%
With Existing TIF/CID & New CID Area	7.02%	10.92%

The final measure on which project feasibility can be measured is the Debt-Coverage Ratio. This is a measure of the rate by which project operating revenues exceed the estimated debt-service on the private financing. This is typically a test based on the first-year of stabilized operation for the project. In order for a project to secure private financing lenders are going to want to see sufficient coverage from the project, to ensure the ability of the loan to be repaid. As a result, this can be utilized as a measure of the need for assistance. If the project has an insufficient Debt-Coverage Ratio without assistance it can be determined that it would be unlikely to proceed due to inability to secure financing. The Developer identified their lender is seeking a Debt-Coverage Ratio of 1.35 times, meaning they will lend up to an amount where the projected operating revenues exceed the annual debt-service amount by 1.35x. The table below identifies the first-year stabilized Debt-Coverage Ratio for the project without assistance with varying levels of assistance.

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Project Scenario	Debt-Coverage Ratio
Without Assistance	0.95x
With Only Existing TIF & CID Areas	1.27x
With Existing TIF/CID & New CID Area	1.36x

Conclusion

As illustrated in the varying return calculations above, the project without assistance falls significantly below our feasibility benchmarks for unleveraged IRR, Cash on Cash Return, and Debt-Coverage Ratio. The IRR and Cash on Cash returns without assistance fall significantly outside of the range identified within the survey, and the Debt-Coverage Ratio is less than the amount of annual debt-service. Based on this analysis, and the return calculations outlined above, we can conclude that the project would be unlikely to occur but-for the requested assistance.

Additionally, as part of our return analysis we analyzed varying levels of assistance in order to illustrate if the requested assistance amount is reasonable. In comparison to the RealtyRates.com survey the projected return based on the total assistance request, from the existing TIF/CID and new CID area, fall within the lower range of the identified returns. Additionally, the Debt-Coverage Ratio identifies how the additional CID area impacts the Debt-Coverage Ratio moving it to a position where the project is capable of securing financing based on their identified threshold. Based on this analysis, we can conclude that the requested assistance amount are reasonable.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-510 – Approving a Petition to establish the 32nd Street Theatre Community Improvement District (CID), creating the District and approving a Cooperative Agreement between the City, the 32nd Street Place CID, Woodsonia, LLC and 32nd Street Entertainment LLC

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-510 Ordinance; Exhibit "A" Petition to Establish the 32nd Street Theatre Community Improvement District (CID); Exhibit "B" Cooperative Agreement with the 32nd Street Theatre Community Improvement District (CID)

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

SUMMARY
This Council Bill approves a petition to establish the 32nd Street Theatre Community Improvement District (CID), creating the District and approving a Cooperative Agreement between the City, the 32nd Street Place CID, Woodsonia, LLC and 32nd Street Entertainment, LLC.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provided for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area to build the apartment units based upon the existing topography. The first amendment also removed the Movie Theater that was originally proposed in Project Area 4.

A proposed second amendment to the 32nd Street Place TIF Redevelopment Plan to reinstate a proposed movie theater into Redevelopment Project Area 4 was submitted to the Joplin Tax Increment Financing Commission for consideration. Woodsonia has stated their intention to build a new Movie Theater/Family Entertainment Complex in Project Area 4 and have B&B Theatres operate the new facility. As described above, the proposed Second Amendment would reinstate a proposed movie theater in Redevelopment Project Area 4. The proposed land use in Redevelopment Project Area 4 has been modified in the Second Amendment for the proposed movie theater but remains consistent with the use originally contemplated by the Redevelopment Plan.

Overall, the Second Amendment is consistent with the approved Redevelopment Plan, as amended by the First Amendment, and reflects changes necessary to reinstate the movie theater project back in Redevelopment Project Area 4. No changes are being made to the overall TIF project budget, reimbursable project costs, or other land uses included in the Redevelopment Plan, as amended by the First Amendment.

The TIF Commission held a hearing on the proposed Second Amendment on April 27, 2023. The TIF Commission passed the resolution recommending to the City Council approval of the Second Amendment by a vote of six in favor, none opposed and five absent.

Additionally, this Council Bill includes side letter agreements to address the funding mechanism for the teardown of the former Holiday Inn, as well as additional upfront funding to build the movie theater/entertainment complex. The total financing package will utilize an additional approximate $2,350,000 available funds from the 32nd Street Place Community Improvement District (CID), as well as create a new Community Improvement District (CID) just within the boundaries of the proposed movie theater site, which will impose an additional 1-cent sales tax for a certain period of time.

The existing 32nd Street Place CID will fund the teardown of the former Holiday Inn at a cost not to exceed $540,000.00. The City will front $1,840,000.00 to build public parking lot improvements associated with the movie theater project. As shown in Baker Tilly's independent "Need for Assistance Analysis", the movie theater project would not be feasible without assistance and would likely not have sufficient debt-coverage ratio to qualify for financing to do the project. The City will be repaid with interest through 90% of the TIF revenue from Project Area 5, as well as from 100% of the newly added Theatre CID sales tax. The City plans to utilize fund balance of the general fund to front these funds.

If a new hotel is not built in Project Area 5 within 36 months, the City will have the right to file a lien on the property. It is projected that with a new hotel in Project Area 5 and a movie theater/entertainment complex in Project Area 4, the City will be repaid in approximately seven to nine years, depending on EATS and PILOTS generated in the areas.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

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

COUNCIL BILL NO. 2023-510 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

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

WHEREAS, on April 28, 2023, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the 32nd Street Theatre Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are not seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation

of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

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

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

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on May 15, 2023, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, a Cooperative Agreement among the City, the District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District, make such other findings as necessary, approve the Cooperative Agreement among the City, the District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC and 32nd Street Entertainment, LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

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

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

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

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

To be appointed	2 years
Jake Heisten	2 years
Fred Osborn	2 years
Dan Pekarek	4 years
Michael Siebert	4 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of this Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. That the Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC, is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute said Agreement on behalf of the City.

Section 10. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 11. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 12. This Ordinance relating to the creation of a Community Improvement District and the Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This petition needs to be approved to advance the project.

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

Exhibit A

Petition to Establish the 32nd Street Theatre Community Improvement District

[see attached]

Exhibit B

Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC

[see attached]

PETITION TO THE CITY COUNCIL

OF THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF

THE 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

Submitted _____

PETITION FOR THE CREATION OF
THE 32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

Pursuant to the authority of the Community Improvement District Act (the "**Act**"), Sections 67.1401 through 67.1571, RSMo, this verified Petition is filed with the City Clerk of the City of Joplin, Missouri (the "City") by the undersigned. The undersigned, collectively representing i) the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district, do hereby petition and request that the City Council of the City of Joplin, Missouri create a community improvement district pursuant to Missouri law.

1. **Property Description**. The legal description of the proposed district is set forth in **Exhibit A-1** to this Petition and a map illustrating the contiguous boundaries of the District is set forth as **Exhibit A-2**. A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition is attached hereto as **Exhibit B**.

2. **District Name**. The name of the proposed district shall be: 32nd Street Theatre Community Improvement District.

3. **Notice to Petitioners**. The signers of this Petition understand that their signatures may not be withdrawn from this Petition later than seven (7) days after this Petition is filed with the City Clerk.

4. **Purpose and Five-Year Plan**. The District will fund the construction of certain public improvements within the District (the "Improvements"). Anticipated Improvements to be carried out during the first five (5) years of the District may include: construction of parking facilities and associated improvements, construction and extension of public utilities, landscaping and signage. At the time of the Petition, the cost of the Improvements is not known; however, the estimated cost of the Improvements are as follows:

ANTICIPATED IMPROVEMENT	PRELIMINARY ESTIMATED COST
Site Grading	$500,000
Paving of Parking Lot and associated improvements	$1,200,000
Landscaping	$140,000
Total Estimated Cost of Improvements	**$1,840,000**

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same. The cost of the Improvements shall be funded through the imposition of a sales tax as described in **Section 12** of the Petition.

In addition to the Improvements, the District is authorized to provide all of those services authorized by the Act, including the maintenance of public improvements and public and private

property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and recruitment of business. Such services shall only be paid by revenues of the District after the costs of improvements have been fully paid.

5. **Political Subdivision**. Petitioner requests the proposed district be created as a political subdivision of the State of Missouri.

6. **Governing Board**. Petitioner requests the proposed district be governed by a Board of Directors (the "Board") appointed by the Mayor of the City, with the consent of the City Council.

    a. Number. The proposed district shall be governed by a Board of Directors ("Board") consisting of five (5) members

    b. Qualifications. Each Member of the Board ("Director") shall meet the following requirements

        i. be at least 18 years of age;

        ii. be and must declare to either be an owner ("Owner") or an authorized representative of an Owner of real property within the District, an owner of a business ("Operator") or an authorized representative of such owner of a business operating within the District, or a registered voter ("Resident") residing within the District, as provided by the CID Act;

        iii. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

        iv. except for the initial directors named in this Petition, be nominated according to the slate submitted as described in **Section 6, paragraph e** of the Petition.

    c. Initial Directors. The initial Board of the proposed district shall be appointed by the Mayor with the consent of the City Council ("Initial Directors"). Two of the Initial Directors shall serve for four-year terms and the remaining three directors shall serve for two-year terms.

    d. Terms. Each Initial Directors named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with **Section 6, paragraph e** of the Petition. Each Successive Director shall serve a four (4) year term or until his/her successors is appointment in accordance with **Section 6, paragraph e** of the Petition. If, for any reason, a Director is not able to serve his/her term, the remaining directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to the meet the qualification requirements of **Section 6, paragraph b** of the Petition, either in the Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successive Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to the slate submitted by the Executive Director of the District to the City of Joplin, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successive Directors shall evidence in a from satisfactory to the City that each Successor Director meets the qualifications to serve as Director pursuant to the CID Act and this Petition.

Upon receipt of the slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council or (ii) return the slate to the Board with a request for alternates for any or all of the Boards positions identified in the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the Mayor.

After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors that meet the qualifications of the CID Act and this Petition shall be appointed by the Mayor with the consent of the City Council.

7. **Assessed Value of Property**. The total assessed value of all real property within the proposed district is $314,880.

8. **Property Not Blighted**. The Petitioners are not requesting that the City Council determine the property within the proposed District is blighted.

9. **Duration of District**. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act

10. **Real Property Taxes**. The proposed district will not have the power to impose a real property tax or a business license tax.

11. **Special Assessments**. The proposed district will not have the power to impose special assessments.

12. **Sales Taxes**. Qualified voters of the proposed district may be asked to approve a sales tax of up to one percent (1%), in accordance with the CID Act, to fund certain improvements within the proposed district and/or to pay the costs of services provided by the proposed district.

13. **Borrowing Capacity**. Petitioner does not seek limitations on the borrowing capacity of the proposed district.

14. **Revenue Generation**. Petitioner does not seek limitations on the revenue generation of the proposed district.

15. **Powers of District**. Petitioner does not seek limitations on the powers of the proposed district.

Exhibit A-1

The legal description of the proposed district

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows:
commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer wit the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

Exhibit A-2

Map illustrating the contiguous boundaries of the proposed district

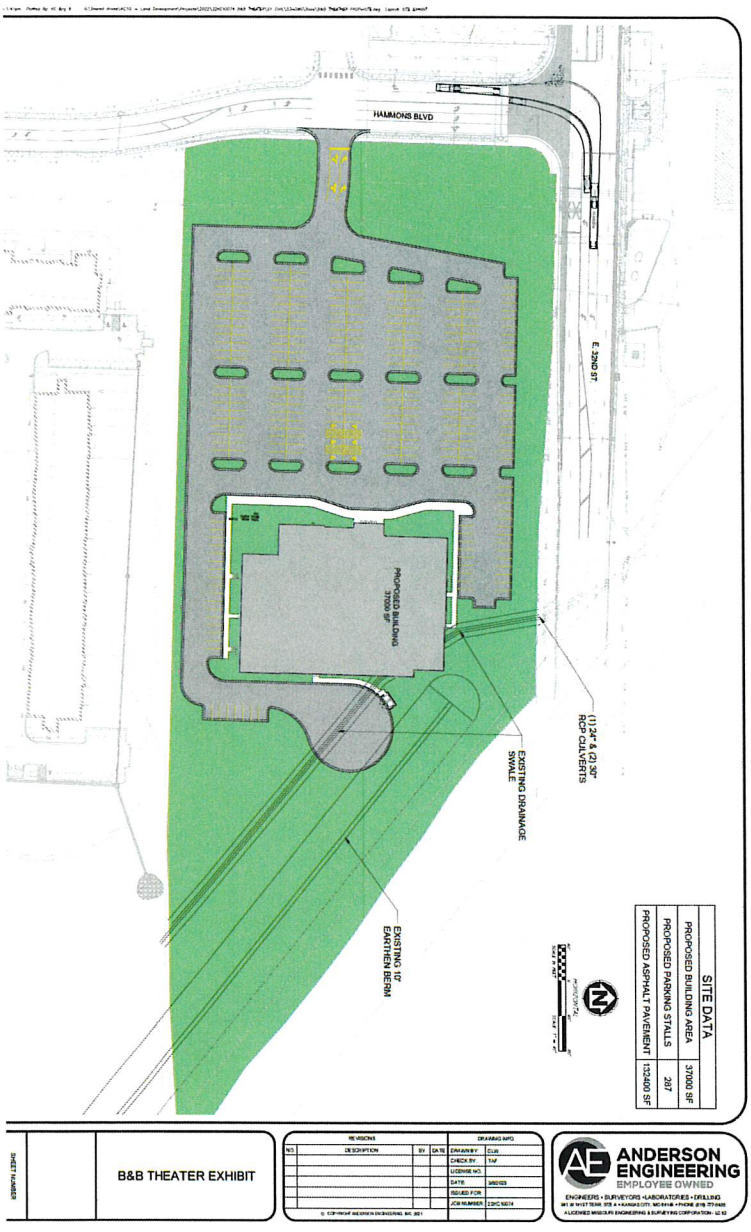


Exhibit B

A list of the owners of all properties included within the boundaries of the proposed district as of the date of the filing of this Petition

Parcel #	Owner
044019000000005017	WOODSONIA JOPLIN LLC

Signature Page for Petition to the City of Joplin, Missouri for the Establishment of the 32nd Street Theatre Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, establish the 32nd Street Theatre Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	WOODSONIA JOPLIN LLC
Owner's Telephone Number:	
Owner's Mailing Address:	20010 MANDERSON ST STE 101
	Elkhorn, Nebraska 68022
Name of Signer:	
Basis of Legal Authority to Sign:	
Signer's Telephone Number:	Same as above
Signer's Mailing Address:	Same as above

The map, parcel number and assessed value of each tract of real property within the proposed District owned: The District will contain all or a limited portion of the following parcels:

Address	Map/Parcel I.D.	Assessed Value
	044019000000005017	$314,880
Total		**$314,880**

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

WOODSONIA JOPLIN LLC
a Nebraska Limited Liability Company

By: _____

Name: Drew Snyder

Title: Manager

Date: 4/24/2023

STATE OF)
)
) **SS.**
COUNTY OF)

BE IT REMEMBERED, that on this 24th day of April, 2023 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, manager of Woodsonia Joplin, LLC, who executed the foregoing instrument on behalf of said company and he duly acknowledged the execution of the same to be the act and deed of said company.

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

Tanya K Mainelli.
Notary Public

My Commission Expires:

March 21, 2027

State of Nebraska – General Notary
TANYA K MAINELLI
My Commission Expires
March 21, 2027

Exhibit “B”

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

WOODSONIA JOPLIN, LLC,

and

32nd STREET ENTERTAINMENT, LLC

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EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. CID Project Budget

E. Legal Description and Map – Public Improvements Property

F. Map of CID Boundaries

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day _____, 2023, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT (the "Original District"), WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("Woodsonia"), 32ND STREET ENTERTAINMENT, LLC, a Nebraska limited liability company and an entity wholly owned by Woodsonia ("32nd Street Entertainment") (Woodsonia and 32nd Street Entertainment may be collectively or individually referred to as the "Developer" as the context may require) (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on April ___, 2023 the Petition for the Creation of the 32nd Street Theatre Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on May 15, 2023, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on May 15, 2023, the City Council adopted Ordinance No. 2023-_____ ("Ordinance"), pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-210, which approved the 32nd Street Place Tax Increment Financing Redevelopment Plan, established the redevelopment area, and selected the Developer to implement the projects included therein; on August 1, 2022, adopted Ordinance No. 2022-122 which approved the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; and on May 15, 2023, adopted Ordinance No. 2023-_____ which approved the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (hereinafter collectively the "TIF Plan"); and

WHEREAS, the IDA issued the 2021 Bonds for the construction of public improvements and the acquisition of certain property as more specifically described in Original District Cooperative Agreement; and

WHEREAS, the City, District, the Original District, and the Developer desire to utilize the CID Sales Tax Revenue generated by the District to fund certain public improvements, including the construction of a public parking lot, and to be reimbursed for costs associated with the construction of the necessary public improvements from the CID Sales Tax Revenue and to fund the acquisition of property necessary for the construction of the Public Improvements from the proceeds of the Obligations issued by the Original District; and

WHEREAS, the City and the District anticipate that no portion of the CID Sales Tax will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"2021 Bonds" means the Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000, issued by the IDA, which are payable solely by sales tax revenue of the Original District as described in the Trust Indenture dated of February 15, 2021, between the IDA and UMB Bank, N.A. ("Bond Trustee"), and related 2021 Bond documents.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

"Authorized City Representative" means the Mayor, City Manager, Assistant City Manager or City Clerk or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

"Authorized District Representative" means the Executive Director or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

"Board of Directors" means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Revenue Account” means the account as further described in **Section 3.3.B.**

"CID Project" means funding for the acquisition of the Public Improvements Property and the construction of the Public Improvements, as applicable and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

"CID Reimbursable Project Costs" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

"City Council" means the governing body of the City.

“City Funds” means the cash contribution from the City in the amount of One Million Eight Hundred Forty Thousand Dollars ($1,840,000), plus interest, to assist in the funding of the acquisition of the Public Improvements Property by the Original District and the construction of the Public Improvements.

“Development and Easement Agreement” means the Parking Lot Development and Easement Agreement in substantially the form attached hereto as **Exhibit L** among the Original

District, the District, and the Developer pursuant to which the Original District will grant to the Developer certain use and access rights regarding the Public Improvements Property and the CID Project and the Developer will agree to use the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements subject to conditions and restrictions set forth in the Development and Easement Agreement and to pay for all costs and expenses related to the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**..

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the City of the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

"IDA" means the Industrial Development Authority of the City of Joplin, Missouri.

"Movie Theater Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the TIF Plan dated _____, 2023, among the District, the City, and the Developer.

"Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the District (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as

Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District's annual budget.

"Ordinance" means an ordinance enacted by the City Council.

"Original District Cooperative Agreement" means the Amended and Restated Cooperative Agreement dated as of the Effective Date among the City, the Original District, and the Developer.

"Public Improvements" means: (a) the public parking lot to be constructed within the District Area; (b) landscaping constructed within the District Area; (c) utility relocations or extensions, medians, turn lanes, or other improvements within the District Area and the public right-of-way or other property owned and or to be controlled by the City or District as may be required by the City in connection with the Public Improvements; and (d) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached **Exhibit H** and to be acquired by the Original District pursuant to the Purchase and Sale Agreement.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement between the Developer and the Original District pursuant to which the Developer shall sell and the Original District shall purchase the Public Improvements Property. The Original District's sole sources of funds to acquire the Public Improvements Property shall be from available proceeds of the 2021 Bonds and from the City Funds.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the 32nd Street Place Tax Increment Financing Plan and Projects approved by the City pursuant to the TIF Act, as may be amended from time to time.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has

been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not 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 restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Original District.

The Original District represents that:

A. The Original District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The Original District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the Original District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Original District will not 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 restriction or any agreement or instrument to which the Original District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the Original District or any of its property, 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 Original District under the terms of any instrument or agreements to which the Original District is a party.

D. There is no litigation or proceeding pending or threatened against the Original District affecting the right of the Original District to execute or deliver this Agreement or the ability of the Original District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The Original District estimates that within the Project Fund account maintained by the Bond Trustee as required for the 2021 Bonds there is an amount of funds available for the Original District to pay a portion of the amounts stated in the Purchase and Sale Agreement for the acquisition of the Public Improvements Property and for a portion of the construction of the Public Improvements in accordance with, and subject to, the 2021 Bond documents and the Original District Cooperative Agreement.

Section 2.4. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or

investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2023-0_ dated _____ __, 2023, which, subject to qualified voter approval, imposed the CID Sales Tax. The CID Sales Tax is expected to become effective on _____. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue for the account of the District with the City. The City shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District may reimburse the City for approved CID Reimbursable Project Costs on a pay as you go basis.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account maintained by the City.

B. The City. The City shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement. The City shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The City shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account, and such records shall be open to the inspection of the District and Developer at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide such records in the District's possession to the District upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised

Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The City shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account, shall continue to be used solely in accordance with this Agreement.

C. The District. Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in the manner prescribed by Applicable Laws and Requirements.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Revenue Account.

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the City, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the City for CID Reimbursable Project Costs on a pay as you go basis. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Pay As You Go. With respect to CID Sales Tax Revenue, the CID Project may be funded on a pay as you go basis and the City shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from DOR as provided in this Agreement will be – subject to the consent of the Board of Directors – captured as Economic Activity Taxes, transferred to the City by the District, deposited by the City into the Special Allocation Fund, and distributed to the City for repayment of its advanced of expenses reimbursable under the TIF Act and TIF Plan as more specifically described in the Movie Theatre Side Letter Agreement.

2. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

3. Payment of the City's portion of the CID Reimbursable Project Costs and related Financing Costs.

4. Payment of all other CID Reimbursable Project Costs and related Financing Costs after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid and the City has not been reimbursed for its portion of the CID Reimbursable Project Costs.

Section 3.6 Reserved.

Section 3.7. Repeal or Decrease of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the date of the Ordinance, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, and (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, the District may implement the procedures in the CID Act for repeal or decrease of the CID Sales Tax. Should the District determine to decrease the CID Sales Tax, said revenues generated by the CID Sales Tax shall be solely utilized to pay for the District's Operating Cost. The District shall not implement the procedures for repeal or modification of the CID Sales Tax

and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land

A. Woodsonia owns the Public Improvements Property. Woodsonia shall sell the Public Improvements Property to the Original District and the Original District shall purchase the Public Improvements Property from Woodsonia pursuant to the terms and conditions of the Purchase and Sale Agreement. The Original District's sole sources of funds to acquire the Public Improvements Property are: (a) available proceeds from the 2021 Bonds; and (b) the City Funds. The remaining property within the District Area that is not part of the Public Improvements Property will be owned by 32nd Street Entertainment and developed, operated, and maintained as provided in the Original District Cooperative Agreement and other agreements between 32nd Street Entertainment and B&B Theatres Operating Company, Inc. and such movie theater improvements are not included within the CID Project.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and the Original District Cooperative Agreement. The City and District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District and City shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the Public Improvements by the date(s) set forth in the Movie Theater Side Letter Agreement concerning, under the terms of such agreement, City and the District shall have the right to send a notice to Developer of such default and the requirement to cure the default within 30 days, or if it is not practical to cure such default within 30 days, such time period granted by the non-defaulting party. If Developer fails to cure such default, then:

1. The City or the District shall have the option to complete the Public Improvements, or such portion of the Public Improvements that remain uncompleted in accordance with this Agreement; provided that the Developer's rights and obligations are assigned to and assumed by the City or the District as provided in **Section 7.11** of this Agreement. If the City or the District chooses to exercise such option, the City or the District shall be reimbursed for its costs incurred in completing such Public Improvements as if it were the Developer as outlined in **Section 4.4** below.

C. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062,

RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of public improvements as part of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement. The Parties anticipate that the Original District will provide its sales tax exemption certificate to the Developer for the CID Project.

Section 4.3. Financing the CID Project.

A. The City shall pay and make the City Funds available to the Original District and to the Developer to pay for the acquisition of the Public Improvements Property and the construction of the CID Project as provided in this Agreement, the Movie Theater Side Letter Agreement, and the Original District Cooperative Agreement.

B. CID Reimbursable Project Costs will be certified as set forth in **Section 4.4** and allocated as eligible for reimbursement by the District and City and will be reimbursed from the CID Revenue Account or as otherwise provided by this Agreement. Once a Reimbursable CID Project Cost is certified and reimbursed from the CID Revenue Account, it may not be reimbursed again or from CID Sales Tax Revenue.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. The City shall submit their requests for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. The City and the Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. The City shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement. Upon the reimbursement of the City for its portion of the CID Reimbursable Project Cost, the Developer may submit to the City and the District for the approval of the City and the District, a Reimbursement Certificate for any Developer CID Reimbursable Project Costs pursuant to **Section 3.6(A)(3)** of this Agreement.

C. CID Reimbursable Project Costs incurred by the City and approved for reimbursement under this Agreement shall accrue financing costs at the rate of five percent (5%) per annum.

Section 4.5. Ownership and Maintenance of CID Project; Access Easements.

Subject to this Agreement and the Original District Cooperative Agreement, the Original District will acquire title to the Public Improvements Property within the District Area.

A. The Original District will own title to the Public Improvements Property during construction of the CID Project and until the 2021 Bonds, or any refinancing of the 2021 Bonds, are paid in full, at which time title to the Public Improvements Property will be conveyed to the Developer (or affiliate) as provided in the Original District Cooperative Agreement.

B. . Maintenance and operation of the CID Project shall be as provided in the Development and Easement Agreement and neither the District, the Original District, nor the City shall have any obligation for the operation or maintenance of the CID Project.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than 180 days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Operators, Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases or management/operating agreements of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant or Operator acknowledges and consents that (i) all or a portion of the leased or managed premises are located within the boundaries of the 32nd Street Theatre Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's or Operator's sales activities occur within the District Area, upon request of the City, Tenant or Operator shall forward to the City copies of Tenant's or Operator's State of Missouri sales tax returns for its property located in the District when and as they are filed with the

Missouri Department of Revenue. Tenant or Operator hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must

enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law 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 Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement 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 an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the Original District shall be addressed to:

32nd Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian E. Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to City or the District shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Woodsonia Joplin, LLC
32nd Street Entertainment, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer, the Original District, or the District, or of any successor thereto, as such, either directly or through the City, Developer, the Original District, or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court.

Section 7.6. Validity and Severability.

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

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District and Original District Approvals.

Unless specifically provided to the contrary herein, all approvals of the District and the Original District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors of the District or Original District, as applicable.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer without the prior written consent of the City, the Original District, and the District, which consent shall be given if the City, the Original District, and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, the Original District, and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City, the Original District, and the District, enter into an agreement with the City, the Original District, and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to 32nd Street Entertainment or other Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's, the Original District's or the District's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, the Original District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the Original District, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____

Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____

, 2023.

_____

Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of Woodsonia Joplin, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____

Notary Public

My Commission Expires:

Developer:

32ND STREET ENTERTAINMENT, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of 32ND Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____

Notary Public

My Commission Expires:

Original District: 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32nd Street Theatre Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Place Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2023.

_____

Notary Public

My Commission Expires:

District: 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the 32nd Street Place Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Theatre Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2023.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE **POINT OF BEGINNING**. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32nd Street Theatre Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32nd Street Theatre Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

32nd Street Theatre COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

CID BUDGET (from the Petition)

EXHIBIT E

Legal Description and Map – Public Improvements Property

EXHIBIT F

Map of CID Boundaries

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-511 – Approving the Amended Cooperative Agreement between the City, the 32nd Street Place Community Improvement District (CID), and Woodsonia LLC

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-511 Ordinance; Exhibit "A" Amended and Restated Cooperative Agreement with the 32nd Street Place Community Improvement District (CID)

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

SUMMARY
This Council Bill approves the amended Cooperative Agreement between the City, the 32nd Street Place CID and Woodsonia, LLC.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provided for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area to build the apartment units based upon the existing topography. The first amendment also removed the Movie Theater that was originally proposed in Project Area 4.

A proposed second amendment to the 32nd Street Place TIF Redevelopment Plan to reinstate a proposed movie theater into Redevelopment Project Area 4 was submitted to the Joplin Tax Increment Financing Commission for consideration. Woodsonia has stated their intention to build a new Movie Theater/Family Entertainment Complex in Project Area 4 and have B&B Theatres operate the new facility. As described above, the proposed Second Amendment would reinstate a proposed movie theater in Redevelopment Project Area 4. The proposed land use in Redevelopment Project Area 4 has been modified in the Second Amendment for the proposed movie theater but remains consistent with the use originally contemplated by the Redevelopment Plan.

Overall, the Second Amendment is consistent with the approved Redevelopment Plan, as amended by the First Amendment, and reflects changes necessary to reinstate the movie theater project back in Redevelopment Project Area 4. No changes are being made to the overall TIF project budget, reimbursable project costs, or other land uses included in the Redevelopment Plan, as amended by the First Amendment.

The TIF Commission held a hearing on the proposed Second Amendment on April 27, 2023. The TIF Commission passed the resolution recommending to the City Council approval of the Second Amendment by a vote of six in favor, none opposed and five absent.

Additionally, this Council Bill includes side letter agreements to address the funding mechanism for the teardown of the former Holiday Inn, as well as additional upfront funding to build the movie theater/entertainment complex. The total financing package will utilize an additional approximate $2,350,000 available funds from the 32nd Street Place Community Improvement District (CID), as well as create a new Community Improvement District (CID) just within the boundaries of the proposed movie theater site, which will impose an additional 1-cent sales tax for a certain period of time.

The existing 32nd Street Place CID will fund the teardown of the former Holiday Inn at a cost not to exceed $540,000.00. The City will front $1,840,000.00 to build public parking lot improvements associated with the movie theater project. As shown in Baker Tilly's independent "Need for Assistance Analysis", the movie theater project would not be feasible without assistance and would likely not have sufficient debt-coverage ratio to qualify for financing to do the project. The City will be repaid with interest through 90% of the TIF revenue from Project Area 5, as well as from 100% of the newly added Theatre CID sales tax. The City plans to utilize fund balance of the general fund to front these funds.

If a new hotel is not built in Project Area 5 within 36 months, the City will have the right to file a lien on the property. It is projected that with a new hotel in Project Area 5 and a movie theater/entertainment complex in Project Area 4, the City will be repaid in approximately seven to nine years, depending on EATS and PILOTS generated in the areas.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

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

COUNCIL BILL NO. 2023-511 ORDINANCE NO.

AN ORDINANCE approving the Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113 creating the 32nd Street Place Community Improvement District (the "District") as a political subdivision of the State of Missouri to fund certain public facilities and the rehabilitation of blighted private property within the project area, all in accordance the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)"; and

WHEREAS, the boundaries of the District have been subsequently amended by: Ordinance No. 2020-193 dated December 7, 2020; Ordinance No. 2020-205 dated December 21, 2020; Ordinance No. 2021-012 dated January 19, 2021; and Ordinance No. 2021-177 dated December 6, 2021; and

WHEREAS, the District, the City, and Woodsonia Joplin, LLC, a Nebraska limited liability company ("Woodsonia") entered into the Cooperative Agreement dated December 30, 2020, as amended by the First Amendment to Cooperative Agreement dated April 26, 2022 (collectively, the "Original Cooperative Agreement"), which sets forth the parties' rights and obligations with respect to District administration and the financing and construction of the District's project, which specifically includes: (a) acquisition of property within the District for public improvements; (b) capital improvements within the District as permitted by the CID Act, including (i) Hammons Boulevard improvements and realignment, (ii) traffic light at the intersection of 32nd Street and Hammons Boulevard and other improvements along 32nd Street to its intersection with Rangeline Road, (iii) 36th Street improvements and its intersection with Rangeline Road; and (iv) related hardscape, landscaping, and utility improvements; (c) remediation of blighting conditions on private property within the District as permitted under the CID Act provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (d) administration and operation of the District as permitted under the CID Act; and (e) further all other lawful purposes of the District under the CID Act and services authorized by the formation petition as approved by the City Council (collectively, the "Project"); and

WHEREAS, the qualified voters within the District approved a community improvement sales tax (the "Sales Tax") in a mail-in ballot election and the Sales Tax became effective on January 1, 2021, all in accordance with the CID Act; and

WHEREAS, to finance the Project, the Industrial Development Authority of the City of Joplin, Missouri, issued as of February 15, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"). The 2021 Bonds are payable solely from the Sales Tax; and

WHEREAS, Woodsonia, in coordination with its wholly-owned affiliate, 32nd Street Entertainment, LLC ("Movie Theater Developer"), intends to undertake the development of an approximately eight (8)-screen movie theater with a bar/restaurant, an arcade/family entertainment facility, a parking lot, and related improvements on property within the District that is designated as Redevelopment Project Area #4 under the 32ND Street Place Tax Increment Financing Plan and Projects, as amended ("TIF Plan"); and

WHEREAS, Woodsonia, the City and the District anticipate that there will be available proceeds from the 2021 Bonds after the Project is complete and fully funded to fund in whole or in part: (i) the acquisition of property and the design and construction of parking lot improvements for the planned movie theater within the District; and (ii) demolition of a vacant hotel (on property within the District designated as Redevelopment Project Area #5 under the TIF Plan) to facilitate the development of one and possibly two new hotels by the current owner of such property; and

WHEREAS, Woodsonia, the City and the District desire to amend and restate the Original Cooperative Agreement by the Amended and Restated Cooperative Agreement, in substantially the form attached hereto, to: (a) revise the Project to add: (i) the acquisition of the movie theater parking lot property and the construction of the movie theater parking lot improvements; (ii) the demolition of the vacant hotel; (b) update Exhibit E-2, the District's Project budget, to provide for the funding of the acquisition and construction of the movie theater parking lot property and improvements and the hotel demolition with available 2021 Bond proceeds; (c) provide for a contribution of City funds to assist in the acquisition and construction of the movie theater parking lot property and improvements; (d) approve a partial assignment of the Amended and Restated Cooperative Agreement from Woodsonia to the Movie Theater Developer as to the movie theater project only; and (e) to make such other amendments to the Original Cooperative Agreement included in the Amended and Restated Cooperative Agreement as presented to the City Council for approval.

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

Section 1. That the Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, which agreement includes a partial assignment to 32nd Street Entertainment, LLC, as to the movie theater project only, in substantial form as attached hereto as Exhibit A, is approved and the City is authorized to execute said amendment on behalf of the City.

Section 2. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance relating to the Amended and Restated Cooperative Agreement is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The Amended and Restated Cooperative Agreement needs to be approved to advance the District's project.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ of June,

2023, by a vote of _____.

_____
Doug W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Amended and Restated Cooperative Agreement

AMENDED AND RESTATED COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

WOODSONIA JOPLIN, LLC

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EXHIBITS

A. Legal Description and Map – District Area (revised)

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E-1. CID Five-Year Budget

E-2. CID Project Budget (to be paid from the Obligations) (revised)

F. Legal Description and Map – Annexed Property (intentionally omitted)

G-1. Legal Description and Map – Property to be Deannexed (intentionally omitted)

G-2. Legal Description and Map – Annexed Property (intentionally omitted)

H. Legal Description and Map – Public Improvements Property (revised)

I. Map of CID Revenue Areas A and B

J. Form of Construction Management Agreement (executed copy on file with District)

K-1. Legal Description and Map – Movie Theater Project

K-2. Legal Description and Map – Movie Theater Building Property

K-3. Legal Description and Map – Movie Theater Parking Lot Property

K-4. Legal Description and Map – Hotel Property

L. Form of Development and Easement Agreement for Movie Theater Parking Lot

AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT (this "Agreement"), entered into as of this _____ day of _____, 2023, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and WOODSONIA JOPLIN, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires). This Agreement amends, restates, and replaces in its entirety that certain Cooperative Agreement dated December 30, 2020 among the Parties (the "Original Agreement"), as amended by the First Amendment to Cooperative Agreement dated April 26 2022 among the Parties (the "First Amendment"), and includes further amendments to reflect Project updates. This Agreement incorporates all prior and current amendments and shall be referred to collectively, as amended and restated, as the "Cooperative Agreement" or the "Agreement".

RECITALS

WHEREAS, on June 30, 2020, the Petition for the Creation of the 32ND Street Place Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on July 20, 2020, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113, pursuant to which the City approved the Petition to establish the District and found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition, as the boundaries of the District were subsequently amended by:

- on December 7, 2020, the City Council adopted Ordinance No. 2020-193, pursuant to which the City approved the addition of certain property to the District as described therein; and

- on December 21, 2020, the City Council adopted Ordinance No. 2020-205, pursuant to which the City approved the removal of certain property from the District as described therein; and

- on January 19, 2021, the City Council adopted Ordinance No. 2021-012, pursuant to which the City approved the addition of certain property to the District as described therein; and.

- on December 6, 2021, the City Council adopted Ordinance No. 2021-177, pursuant to which the City approved the addition of certain property to the District as described therein. The property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"); and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-210, which approved the 32ND Street Place Tax Increment Financing Plan and Projects ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement, as may be amended from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-211, which approved the original Cooperative Agreement dated December 30, 2020, among the District, the City, and the Developer, as may be amended from time to time, for the purpose of establishing the rights and obligations of the Parties with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs of the District; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is anchored by a proposed Menards store; and

WHEREAS, in order to terminate all private access easements rights associated with the existing Hammons Boulevard, the District will acquire the Public Improvements Property and the City will acquire the Escrowed Hammons Boulevard Property, which, upon acquisition by the District and the City, will terminate all private access easement rights and provide all benefitting properties access to a public right-of-way; and

WHEREAS, the CID Sales Tax became effective on January 1, 2021; and

WHEREAS, on January 15, 2021, the District and the Developer entered in the Construction Management Agreement as contemplated in the Cooperative Agreement; and

WHEREAS, the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, issued on March 1, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"), the proceeds of which will be used to fund CID Reimbursable Project Costs; and

WHEREAS, no portion of the CID Sales Tax generated in CID Revenue Area A will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, CID Sales Tax Revenue (except funds reserved to pay Operating Costs and CID Reimbursable Project Costs) to pay debt service on the Obligations in accordance with the Financing Documents as defined herein; and

WHEREAS, on March 12, 2021, the District acquired the Public Improvements Property (as then defined) and the City acquired the Escrowed Hammons Boulevard Property; and

WHEREAS, pursuant to the Construction Management Agreement, the Cooperative Agreement, and the CID Act, the District entered into the following construction contracts for the construction of the Hammons Boulevard Improvements and the Detention Area Improvements:

- Contract dated March 23, 2021, between the District and Jeff Asbell Excavating & Trucking, Inc., as amended by Change Order #1 dated on or about July 29, 2021; and

- Contract dated April 26, 2021, between the District and Emery Sapp & Sons, Inc., as amended by Change Order #1 dated on or about May 13, 2021, Change Order #2 dated on or about March 17, 2022, and Change Orders #3 and #4 dated on or about December 16, 2022; and

WHEREAS, the BKD Relocation, the Detention Area Improvements (as to Tracts A and B), and the Hammons Boulevard Improvements are complete, as evidenced by the Certificate of Completion dated March 8, 2022, executed by the Parties; and

WHEREAS, on April 4, 2022, the City Council adopted Ordinance No. 2022-048, which approved the First Amendment; and

WHEREAS, the District conveyed fee title to the Hammons Boulevard Improvements and underlying property to the City by the Missouri Special Warranty Deed dated May 26, 2022, and recorded on June 7, 2022, in the Office of the Recorder of Deeds for Newton County, Missouri as Instrument No. 202204621, in Book 371, at Page 4578, and the City conveyed fee title to the Escrowed Hammons Boulevard Property to Menard, Inc. ("Menard") by the Missouri Special Warranty Deed dated _____, 2022, and recorded on _____, 2022, in the Office of the Recorder of Deeds for Newton County, Missouri as Instrument No. 2022_____, in Book _____, at Page _____; and

WHEREAS, the Parties anticipate that there will be available proceeds from the 2021 Bonds after the Traffic Signal Improvements, the 32nd Street Improvements, and the 36th Street Improvements are complete to fund in whole or in part: (i) the acquisition of property and the design and construction of parking lot improvements for a planned movie theater within the District; and (ii) demolition of a vacant hotel to facilitate the development of two new hotels by the Hotel Developer pursuant to a separate agreement among the City, the Developer, and the Hotel Developer; and

WHEREAS, the Developer will construct the Movie Theater Project on property within the District at the southwest corner of the intersection of Hammons Boulevard and 32nd Street and as legally described on the attached **Exhibit K-1** (the "Movie Theater Property"); and

WHEREAS, the Developer desires to construct and own the Movie Theater Building to be operated and managed by B&B Movie Theatres, subject to a management agreement and other agreements between the Developer and B&B Movie Theatres; and

WHEREAS, to facilitate construction of the Movie Theater Project, the District intends to: (i) acquire that portion of the Movie Theater Property necessary for construction of the Movie Theater Parking Lot on the Movie Theater Parking Lot Property pursuant to a separate Purchase and Agreement; and (ii) own the Movie Theater Parking Lot Property, until the 2021 Bonds are paid in full; and

WHEREAS, the costs related to the Movie Theater Parking Lot Improvements are anticipated to be funded with available proceeds of the 2021 Bonds and available District Sales Tax revenues generated in Revenue Area B; and

WHEREAS, the City will cause the demolition of the Hotel on property within the District between Interstate 44 on the south and Hammons Boulevard on the north and as legally described on the attached **Exhibit K-4** (the "Hotel Property"); and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits; Nature of Agreement.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

The Parties hereby understand and agree that this Agreement shall be deemed to fully amend, restate, and supersede the Original Agreement and the terms and conditions set forth herein shall be deemed to govern and control the rights, duties and obligations of the Parties and the relationship among District, the City, and the Developer from and after the Effective Date hereof.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"2021 Bonds" means the Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000, issued by the IDA on March 1, 2021 to fund the Public Improvements, the Hotel Demolition Project, and the BKD Relocation in accordance with this Agreement and the Financing Documents and as shown in **Exhibit E-2**, and as may be refinanced in accordance with the 2021 Bond documents

"32nd Street Improvements" means the public road improvements to 32nd Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way. A portion of the 32nd Street Improvements on the south side of 32nd Street is currently within the District and the additional planned 32nd Street Improvements have been added to the District upon the addition of the Annexed Property to the District.

"36th Street Improvements" means the public road improvements to 36th Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way.

"Access Easements" means the existing easements granting to certain property owners along Hammons Boulevard access to Hammons Boulevard.

"Affiliate" means any person, entity or group of persons or entities which controls a Party, which a Party controls or which is under common control with a Party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Annexed Property" means the property added to the District Area in accordance with the CID Act to facilitate the Public Improvements as referenced in the Recitals and legally described in **Exhibit A**.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

"B&B Movie Theatres" means B&B Theatres Operating Company, Inc., a Missouri corporation, and its successors and assigns.

"BKD Relocation" means the renovation, reconstruction, and rehabilitation of the vacant office building located at 3129 Hammons Boulevard within the District Area to facilitate the relocation of the BKD accounting from its current office location at 3230 Hammons Boulevard. At the time that the Developer commences the CID Project, the Developer will be the owner of the building at 3129 Hammons Boulevard and this Agreement shall satisfy the private property owner contract requirement in Section 67.1461.2(1), RSMo.

"Board of Directors" means the governing body of the District.

"Carved-Out Tract" means that tract intentionally carved out from the District at its formation and is the location of the lot identified for the proposed Menards store. Subject to the requirements of the CID Act, it is anticipated that the Carved-Out Tract will be adjusted to accommodate potential site plan changes for the proposed Menards store and any such adjustments are further anticipated to be included within the definition of the Property to be Deannexed.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

"CID Operating Account" means the account as further described in **Section 3.3.B.** to be created by the Trustee for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the acquisition of the Public Improvements Property, the construction and maintenance of the Public Improvements, as applicable, the BKD Relocation, the Hotel Demolition Project, and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

"CID Bond Project Costs" means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely with the proceeds from the Obligations, and which include all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District, the acquisition of the Public Improvements Property, and construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, interest costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

"CID Reimbursable Project Costs" means, except for CID Bond Project Costs paid or to be paid with proceeds from the Obligations, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of

property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Account" means the master trust fund established by the District to be known as the "The 32ND Street Place Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement. The District, through its accountant, shall transfer CID Sales Tax Revenue generated in CID Revenue Area A to the Trustee for payment of debt service on the Obligations as provided in this Agreement and the Financing Documents. CID Sales Tax Revenue generated in CID Revenue Area B shall be available for payment of CID Reimbursable Project Costs as provided in this Agreement.

"CID Revenue Area A" means that portion of the District Area as shown in the attached **Exhibit I**. The District will pledge CID Sales Tax Revenue generated within CID Revenue Area A to pay debt service on the Obligations, except the amount set aside to pay Operating Costs as provided in **Section 3.3**. The Parties acknowledge that CID Revenue Area A is **not** within any Redevelopment Project Area under the TIF Plan and, therefore, that CID Sales Tax Revenue generated within CID Revenue Area A is not subject to capture as an economic activity tax under the TIF Plan.

"CID Revenue Area B" means that portion of the District Area as shown in the attached **Exhibit I**. CID Sales Tax Revenue generated within CID Revenue Area B will **not** be pledged to pay debt service on the Obligations and instead will be available to pay CID Reimbursable Project Costs and, to the extent that the amount set aside to pay Operating Costs in **Section 3.3** is insufficient, Operating Costs, as provided in this Agreement. The Parties acknowledge that the proposed Menards store property is not in the District Area and, therefore, that no CID Sales Tax Revenue will be generated from the Menards store property once the Menards store (or any other retail business on that property) is open for business.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

"City CID" means the 32nd Street Theatre Community Improvement District established by Ordinance No. _____ adopted by the City Council on _____, 2023. The City CID encompasses the Movie Theater Property and was formed for the purpose of funding City CID operations and reimbursing the amount of the City Funds (plus any applicable interest) to the City with City CID Sales Tax Revenue as provided in the City CID Cooperative Agreement.

"City CID Cooperative Agreement" means the Cooperative Agreement dated as of the Effective Date among the City, the City CID, the District, and the Developer.

"City CID Sales Tax" means a sales tax levied by the City CID on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"City CID Sales Tax Revenue" means the monies actually collected, pursuant to the CID Act, from the imposition of a City CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the City CID which is the subject of a suit or other claim communicated to the City CID which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

"City Council" means the governing body of the City.

"City Funds" means the cash contribution from the City in the amount of $1,840,000, plus interest, to assist in the funding of the acquisition of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"Construction Management Agreement" means the Development and Construction Management Services and License Agreement dated January 15, 2021, between the District and the Developer pursuant to which the Developer will construct the CID Project, as such agreement may be amended.

"Detention Area Improvements" means the three (3) regional stormwater detention basins to be located on Tracts A, B, and C as shown on **Exhibit H**; provided, however, that only the construction of the Detention Area Improvements to be located on Tract A and Tract B shall be part of the CID Project. The Detention Area Improvements to be located on Tract C are future improvements pending development of the property adjacent to Tract C and are not to be constructed as part of the CID Project.

"Developer Reimbursement Agreement" means the Developer Reimbursement Agreement dated as of August 13, 2020, pursuant to which the District agreed to reimburse the Developer for certain costs advanced by the Developer related to the formation and operation of the District.

"Development and Easement Agreement" means the Parking Lot Development and Easement Agreement in substantially the form attached hereto as **Exhibit L** among the District, the Developer, and the City CID pursuant to which the District will grant to the Developer certain use and access rights regarding the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements and the Developer and B&B Movie Theatres will agree to use the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements subject to conditions and restrictions set forth in the Development and Easement Agreement and to pay for all costs and expenses related to the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**, which includes the Annexed Property. The District Area and **Exhibit A** will be automatically amended to include property that is dedicated as public right-of-way to the City or MoDOT as contemplated in the Second Amended Annexation Petition approved by the City for the addition of the Annexed Property.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Escrow Deed" means the special warranty deed to be executed by the City upon its acquisition of the Escrowed Hammons Boulevard Property and placed in escrow with First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. At such time, as the Hammons Boulevard Improvements are complete as provided in this Agreement, the Escrow Deed shall be recorded in the Office of the Recorder of Deeds for Newton County, Missouri, conveying the Escrowed Hammons Boulevard Property to Menard.

"Escrowed Hammons Boulevard" means that portion of the existing Hammons Boulevard to be demolished and replaced with the improved and re-aligned Hammons Boulevard, which consists of that portion of the existing Hammons Boulevard located from the north line of Tract B to 32nd Street as shown on **Exhibit H**.

"Escrowed Hammons Boulevard Property" means the property upon which the Escrowed Hammons Boulevard is situated and which will be conveyed by the Developer to the City and by the City to Menard as provided in this Agreement.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Agreement" means the Financing Agreement dated as of February 15, 2021 between the IDA and the District.

"Financing Documents" means a trust indenture, the Financing Agreement, or similar instruments by which the District agrees to transfer or pledge the CID Sales Tax Revenue to pay debt service on Obligations, subject to annual appropriation, issued to fund the CID Project.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

"First Amendment" means the First Amendment to Cooperative Agreement dated April 26, 2022, and approved by the City by Ordinance No. 2022-048 dated April 4, 2022.

"Hammons Boulevard Improvements" means the construction and re-alignment of Hammons Boulevard and related improvements within the District Area as part of the CID Project. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements will be dedicated to the City in accordance with this Agreement.

"Hotel" means the vacant Holiday Inn hotel located on the Hotel Property.

"Hotel Demolition Project" means the demolition of the Hotel for the purpose of clearing the Hotel Property to facilitate development of two new hotels by the Hotel Developer.

"Hotel Developer" means HDDA-Joplin, LLC, a Missouri limited liability company.

"Hotel Property" means the property owned by the Hotel Developer and legally described on the attached **Exhibit K-4**.

"Hotel Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 5 Under the TIF Plan dated _____, 2023, among the Hotel Developer, the Developer, the District, and the City.

"IDA" means the Industrial Development Authority of the City of Joplin, Missouri.

"MoDOT" means the Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission, as applicable.

"Movie Theater Building" means the movie theater building to include an eight (8)-screen movie theater, a bar/restaurant, an arcade/family entertainment facility, and related improvements.

"Movie Theater Building Property" means the property legally described on the attached **Exhibit K-2** upon which the Movie Theater Building will be constructed.

"Movie Theater Parking Lot Improvements" means the public parking lot and related improvements adjacent to the Movie Theater Building.

"Movie Theater Parking Lot Property" means the property legally described on the attached **Exhibit K-3** upon which the Movie Theater Parking Lot Improvements will be constructed.

"Movie Theater Project" means the Movie Theater Building and the Movie Theater Parking Lot Improvements, collectively.

"Movie Theater Property" means the Movie Theater Building Property and the Movie Theater Parking Lot Property.

"Movie Theater Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the TIF Plan dated _____, 2023, among the City CID, the City, and the Developer.

"Obligations" means the 2021 Bonds and any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any

discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** and District budgets The Operating Costs will be adjusted for each fiscal year in the District's annual budget.

"Ordinance" means an ordinance enacted by the City Council.

"Property to be Deannexed" means the property legally described and shown on the map attached as **Exhibit G** to be removed from the District Area in accordance with the CID Act.

"Public Improvements" means: (a) the Hammons Boulevard Improvements; (b) the Detention Area Improvements; (b) the Traffic Signal Improvements; (c) the Detention Area Improvements; (d) utility relocations, medians, turn lanes, or other improvements within the District Area and the public right-of-way as may be required by the City or MoDOT in connection with the Public Improvements, including, without limitation, the 32nd Street Improvements and the 36th Street Improvements; (e) the Movie Theater Parking Lot Improvements; and (f) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached and revised **Exhibit H** and to be acquired by the District pursuant to the Purchase and Sale Agreement; provided, however, that the Escrowed Hammons Boulevard Property, which will be conveyed by the Developer to the City in order to extinguish the existing Access Easements and for vacation by the City, shall not be part of the Public Improvements Property and that the location of the new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard is within existing MoDOT right-of-way and will not be acquired by the District.

"Purchase and Sale Agreement" means, collectively, the one (1) or more separate Purchase and Sale Agreement(s) between the Developer and the District pursuant to which the Developer shall sell and the District shall purchase the land for the Public Improvements. The District's sole source of funds to acquire the Public Improvements will be available proceeds from the 2021 Bonds.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract dated December 31, 2020, among the Developer, the City, and Menard, Inc. pertaining to the TIF Plan, as may be amended.

"TIF Plan" means the 32ND Street Place Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Traffic Signal Improvements" means the installation of a new traffic signal and related improvements at the intersection of 32nd Street and the re-aligned Hammons Boulevard, provided that all such improvements will be within the District Area.

"Trustee" means UMB Bank, N.A., or other banking institution named as successor trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not 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 restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District Area, and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public

infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District Area and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the City acknowledges that the CID Project conforms to the purposes of the CID Act.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not

and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

E. The Developer acknowledges that the funding and construction of the CID Project is of significant value to the property within the District Area and the general public. The Developer acknowledges that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the Developer acknowledges that the CID Project conforms to the purposes of the CID Act.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2020-03 dated August 13, 2020, which, subject to qualified voter approval, imposed the CID Sales Tax. The Newton County Clerk issued certified election results dated September 23, 2020, evidencing qualified voter approval of the CID Sales Tax. The CID Sales Tax is expected to become effective on January 1, 2021. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue for the account of the District. The District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**.

All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District anticipates that Obligations will be issued to pay CID Bond Project Costs including reimbursement of Developer under the Developer Reimbursement Agreement. Whether or not Obligations are issued, the District may reimburse the Developer for approved CID Reimbursable Project Costs not otherwise reimbursed with Obligation proceeds on a pay as you go basis. Except for CID Bond Project Costs paid solely from Obligation proceeds, the District shall not have any obligation to reimburse Developer for CID Reimbursable Project Costs under the Developer Reimbursement Agreement or this Agreement until the Reimbursement Certificate has been approved (as described in **Section 4.4**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account by the DOR.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

The District has: (i) entered into all contracts required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents. Any CID Sales Tax Revenue generated in CID Revenue Area B and available in in the CID Revenue Account that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other District funds.

Each month that any Obligations are outstanding, the District, through its accountant, shall:

1. identify CID Sales Tax Revenue generated in CID Revenue Area A and disburse such funds as provided in this Agreement and the Financing Documents; and

2. identify CID Sales Tax Revenue generated in CID Revenue Area B and disburse such funds for disbursement as provided in this Agreement.

C. The City. Upon receipt of an application for a business license for a new business within the District Area, the Finance Director of the City (or designee) shall provide written notice to the District of the same and the notice shall specify the name of the new business, the address of the new business, the state sales tax identification number of the new business (if then available or later at such time it is available), and whether the new business is to be located within CID Revenue Area A or CID Revenue Area B.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Operating Account or from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account.

B. The CID Operating Account will be initially funded in the amount of $20,000 with proceeds from the Obligations issued by the IDA (or other eligible issuer) for the payment of Operating Costs and CID Reimbursable Project Costs. In each fiscal year that the balance in the CID Operating Account is less than $20,000, the District may replenish the CID Operating Account up to $20,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $20,000 in any fiscal year, the District may use available CID Sales Tax Revenue to pay for such extraordinary Operating Costs provided that the City and the Trustee first approve of the payment in writing.

C. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the Developer for Reimbursable Project Costs on a pay as you go basis or by the issuance of Obligations, as provided herein, subject to the terms and conditions of the Financing Documents. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Obligations. The District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated in CID Revenue Area A and deposited each month into the CID Revenue Account, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. With respect to CID Sales Tax Revenue generated in CID Revenue Area B, and with respect to CID Sales Tax Revenue generated in CID Revenue Area A in the event that Obligations are not issued, the CID Project may be funded on a pay as you go basis and the District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue generated in CID Revenue Area B and received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes (to the extent that CID Revenue Area B overlaps with a Redevelopment Area(s) under the TIF Plan), transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

2. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

3. Payment of the CID Reimbursable Project Costs and related Financing Costs with (i) CID Sales Tax Revenue generated in CID Revenue Area B, and (ii) if Obligations are not issued, CID Sales Tax Revenue generated in CID Revenue Area A, after the City has approved any required Reimbursement

Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

Section 3.6 Reserved.

Section 3.7. Repeal of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) thirty (30) years from the date that the CID Sales Tax becomes effective, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, (iii) the Obligations issued by the IDA (or other eligible issuer) have been paid in full, and (iv) all costs included in **Exhibit E-2** attached hereto that are eligible to be paid or reimbursed with CID Sales Tax Revenue have been paid or reimbursed, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land

A. The Developer owns or shall acquire the Public Improvements Property and the Escrowed Hammons Boulevard Property. The Developer shall sell the Public Improvements Property to the District and the District shall purchase the Public Improvements Property from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's sole source of funds to acquire the Public Improvements Property are the proceeds of the Obligations; provided, however, that with respect to the District's acquisition of the Movie Theater Parking Lot Property the District's sole sources of funds to acquire such property are: (i) available proceeds from the 2021 Bonds in accordance with, and subject to, the Financing Agreements for the 2021 Bonds and this Agreement; and (ii) the City Funds. The issuance of the Obligations is a condition precedent, among others, under the Purchase and Sale Agreement that must occur before the District becomes obligated to acquire the Public Improvements Property. The Parties acknowledge that the issuance of the 2021 Bonds satisfies this condition precedent for the District's acquisition of the Movie Theater Parking Lot Property, subject to the availability of City Funds to cover any shortfall in the payment of the Purchase Price (as defined in the Purchase and Sale Agreement) from available proceeds of the 2021 Bonds for the District's acquisition of the Movie Theater Property.

B. The Parties acknowledge that the Developer will convey the Escrowed Hammons Boulevard Property to the City and that the Escrowed Hammons Boulevard will be demolished and replaced with a new and re-aligned section of Hammons Boulevard as shown on **Exhibit H**; provided, however, that the City is not accepting the Escrowed Hammons Boulevard Property as City right-of-way. Upon acquiring title to the Escrowed Hammons Boulevard Property, the City will execute and deliver the Escrow Deed to be held in escrow by First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. If required by the title company, the City agrees to enter into an escrow agreement with the title company in a form mutually acceptable to the parties thereto pursuant to which the Escrow Deed shall be held in escrow consistent with the terms of this Agreement. Upon completion of the new Hammons Boulevard as provided in this Agreement, the City shall cause the Escrow Deed to be

recorded, which result in the Escrowed Hammons Boulevard Property being conveyed to Menard (or Affiliate). If City fails to cause the recording of the Escrow Deed within 30 days of substantial completion, subject to various punchlist items City may have, of the new and realigned section of Hammons Boulevard as contemplated in this Agreement, Menard may bring an action to compel the City to cause the Escrow Deed to be recorded and the costs incurred by Menard in undertaking such action shall be paid by City.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and pursuant to the terms and conditions of the Construction Management Agreement. The District's primary role is to acquire the Public Improvements Property and to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements) by the date(s) set forth in a separate side agreement concerning, among other things, Menard's self-help rights, then, under the terms of such separate side agreement, City and Menard shall have the right to send a notice to Developer of such default and the requirement to cure the default within 30 days, or if it is not practical to cure such default within 30 days, such time period granted by the non-defaulting party. Any notice sent by City shall also be sent to Menard's in **Section 7.2**. If Developer fails to cure such default, then:

1. Menard or designated Affiliate, shall have the option to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements), or such portion of the Public Improvements (excluding the Movie Theater Parking Lot Improvements) that remain uncompleted in accordance with this Agreement; provided that the Developer's rights and obligations are assigned to, and assumed by, Menard, or designated Affiliate of Menard, Inc. as provided in **Section 7.11** of this Agreement. If Menard, or designated Affiliate of Menard, chooses to exercise such option, Menard, Inc. shall be reimbursed for its costs incurred in completing such Public Improvements (excluding the Movie Theater Parking Lot Improvements) as if it were the Developer as outlined in **Section 4.4** below. If Menard, or designated Affiliate of Menard, fails to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements) or opts not to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements), then

2. the City agrees to assume responsibility to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements) in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the 2021 Bonds. Should the City

assume responsibility due to a failure of Menard to complete such work after Menard has previously exercised its option above, City shall give Menard prior written notice and opportunity to cure its failure to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements).

C. If the Developer fails to complete the Movie Theater Parking Lot Improvements by the date(s) set forth in the Movie Theater Side Letter Agreement, the City and the City CID have the option to complete the Movie Theater Parking Lot Improvements as provided in the City CID Cooperative Agreement.

D. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062, RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of public improvements as part of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement.

E. The Developer, or 32nd Street Entertainment, LLC, a Nebraska limited liability company and wholly-owned affiliate of the Developer, is the current owner of the Movie Theater Property, will retain ownership of the Movie Theater Property and the Movie Theater Building upon completion of the Movie Theater Building, and will fund the design and construction of the Movie Theater Building, including any cost overruns, with other funds of the Developer and/or B&B Movie Theatres pursuant to separate agreements between the Developer and B&B Movie Theatres. The Movie Theater Building is not part of the CID Project and the District shall have no responsibility or liability for the funding, design, construction, operation, management, or maintenance of the Movie Theater Building. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the District and the City, and their respective officials, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with the Movie Theater Property or the Movie Theater Building, included, but not limited to: (a) any negligent acts, misconduct or fraud of the Developer or any of its contractors, subcontractors, agents, representatives or employees; (b) failure by the Developer or any of its contractors, subcontractors, agents, employees, or representatives to comply with Applicable Laws and Requirements in connection with the Movie Theater Property or the Movie Theater Building; and (c) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, contractors, or subcontractors, to the extent caused by the construction of the Movie Theater Building. The indemnity required hereunder shall not be limited by any particular insurance coverage, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates, or the terms, applicability or limitation of any insurance held by the Developer. The District and the City do not, and shall not, waive any rights against the Developer which it or they may have by reason of this indemnification, because of the acceptance by District or the City, or the deposit with the District or the City by the Developer, of any insurance policies. This indemnification by the Developer shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, omission or

intentional act of the Developer or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of any of the construction of the Movie Theater Building, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, the Developer shall immediately notify the District and the City of any and all claims filed against the Developer, the District, or the City, and shall provide the District and the City with a copy of the same. The fact that the Developer carries out any activities with respect to the Movie Theater Property and the Movie Theater Building through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

F. The Hotel Developer is the current owner of the Hotel Property and will retain ownership of the Hotel Property during the Hotel Demolition Project. The City will cause the demolition of the Hotel pursuant to the Hotel Side Letter Agreement and this Agreement. Except for the use of available proceeds from the 2021 Bonds in the amount of $540,000.00 as provided in **Exhibit E-2** attached hereto (as revised by this Agreement) and the Financing Documents, the District shall have no responsibility or liability for the funding, contracting, or demolition of the Hotel or for the funding, design, contracting, or construction of any new hotel(s) or other development on the Hotel Property.

Section 4.3. Financing the CID Project.

A. The IDA issued the 2021 Bonds to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the Public Improvements Property. Pursuant to the Financing Documents, the City and Developer will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred. Upon the issuance of the Obligations, the District may pledge the CID Sales Tax Revenue generated in CID Revenue Area A to the payment of debt service on the Obligations, in accordance with the Financing Documents, provided the amounts held for the CID Operating Account may be excluded from such pledge. Notwithstanding anything contained herein to the contrary, the Developer may, without prior District or City approval, transfer amounts among each line item category in **Exhibit E-2** so long as the Developer does not (a) exceed the aggregate of the total CID Bond Project Costs, (b) transfer to line items that are not approved for the District's funds, (c) transfer amounts to the Project Management/Development Fee line item that results in an increase of more than ten percent (10%), or (d) result in any additional fees or payments directly to the Developer. **Exhibit E-2**, as revised and attached to this Agreement, is the current approved budget for the CID Project as of the Effective Date.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue generated in CID Revenue Area A and proceeds of the Obligations and from no other source. The Obligations shall not constitute a debt or liability or general obligation of the District, the City, the State, any authority that may issue the Obligations on the District's behalf, or any agency or political subdivision thereof. To the extent that the CID Bond Project Cost exceeds the amount stated in **Exhibit E-2**, the Developer shall be responsible to pay for any cost overruns.

C. The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its bond counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell Obligations, as appropriate. The City agrees to provide historical sales tax collection information for businesses within the

District Area. The Developer and the City will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any retailer.

D. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the Obligations are outstanding, a request for an appropriation of CID Sales Tax Revenues generated in CID Revenue Area A for application to the payment of Obligations in accordance with this Agreement.

E. Notwithstanding any other provision in this this Agreement, to the extent that any improvements related to the Public Improvements are located outside the boundaries of the District, as such improvements may be required by the City or MoDOT, the Developer shall be responsible for paying for and performing such improvements as provided in the TIF Contract and pursuant to the terms and conditions of a separate cooperative agreement among the District, the City, and MoDOT; provided, however, the District and the Developer must first present to the City and MoDOT plans and specifications and a detailed construction budget for such improvements for prior approval by the City and MoDOT.

F. The City shall pay and make the City Funds available to the District and to the Developer to pay for the acquisition of the Public Improvements Property and the construction of the CID Project as provided in this Agreement, the Original District Cooperative Agreement, and the Movie Theater Side Letter Agreement. The City Funds shall be reimbursed to the City by the City CID from City CID Sales Tax revenues and from TIF Plan revenues pursuant to the City CID Cooperative Agreement. The District shall have no responsibility or liability for reimbursing the City for the City Funds.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval; provided, however, that a Completion Certificate shall not be required for payment of CID Bond Project Costs, which will be paid in the manner set forth in the Financing Documents. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. So long as there is CID Sales Tax Revenue available that is not pledged to the Trustee for payment of the 2021 Bonds and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account in accordance with this Agreement shall be approved and the City and the District shall sign and deliver the Reimbursement Certificate to the Developer within three (3) days of its approval. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval or the City Council if the City withholds its approval shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

C. CID Reimbursable Project Costs incurred by the Developer in CID Revenue Area B and approved for reimbursement under this Agreement shall accrue interest at the prime rate as reported by the *Wall Street Journal*, plus two percent (2%) per annum, adjusted on the first day of each calendar quarter, calculated from the date of approval by the City, until reimbursed pursuant to this Agreement. The interest rate allowed pursuant to this paragraph shall not **exceed ten percent (10%) per annum**. The maximum amount of interest paid to the Developer under this subsection shall not exceed the amount allocated to Financing Costs in **Exhibit E-1**.

D. To the extent that the Developer incurs CID Project Costs related to the Movie Theater Parking Lot Improvements that are not funded by available proceeds from the 2021 Bonds as provided in **Exhibit E-2** and that qualify as CID reimbursable project costs under the CID Act, the Developer may request reimbursement of such costs in accordance **Section 4.4.B.** from available CID Sales Tax Revenue generated in Revenue Area B, if any.

Section 4.5. Ownership and Maintenance of CID Project; Access Easements.

Subject to this Agreement and the Purchase and Sale Agreement, the District will acquire title to the Public Improvements Property within the District Area.

A. During construction of the CID Project, the District will own title to the Public Improvements Property as follows:

1. Hammons Boulevard Improvements. Hammons Boulevard as it currently exists is a private road and is subject to the Access Easements. As shown on **Exhibit H**, a portion of the existing Hammons Boulevard will be replaced and a portion of the existing Hammons Boulevard will be improved and will connect with the new section of Hammons Boulevard intersecting with 32nd Street. As part of the Public Improvements Property, the District will own (i) the existing Hammons Boulevard right-of-way from Range Line Road on the western boundary of the District to the northern boundary line of Tract B and (ii) the planned new section of Hammons Boulevard right-of-way intersecting at 32nd Street south to the connection with existing Hammons Boulevard.

   a. The Parties anticipate that the planned new section of Hammons Boulevard will be completed before the Escrowed Hammons Boulevard Property is conveyed by the City to Menard.

   b. The Parties agree that the existing Hammons Boulevard will be open for traffic, subject to temporary lane closures or other related traffic disruptions as necessitated by construction of the CID Project.

   c. The City shall be responsible for maintaining the existing Hammons Boulevard during construction of the Hammons Boulevard Improvements, said maintenance to be limited to snow removal, pothole patching, and similar work. The City shall have no obligation to make any capital or other significant improvements to the existing Hammons Boulevard.

   d. The Access Easements either currently provide or the Developer shall, prior to the Closing Date, cause the Access Easements to provide that the easements granted thereby will automatically terminate at such time as Hammons Boulevard is owned by the District and the City. The Parties intend that the Access Easements will automatically terminate on the Closing Date when the District acquires the Public Improvements Property and the City acquires the Escrowed Hammons Boulevard Property. Thereafter, Hammons Boulevard will remain accessible to the general public as a public road until the Escrowed Hammons Boulevard Property is conveyed by the City to Menard and the new section of Hammons Boulevard is open to the general public as a public road.

   e. The District shall not have any obligation with respect to the demolition of Hammons Boulevard within the Property to be Deannexed as shown in **Exhibit H**; provided, however, that the District may, to the extent that District funds are available for demolition, cause the demolition of that portion of the existing Hammons Boulevard located within Tract B.

f. The City shall have no obligation to demolish or to fund the demolition of the Escrowed Hammons Boulevard.

2. Detention Area Improvements. As part of the Public Improvements Property, the District will own the sites for the Detention Area Improvements shown as Tracts A, B, and C on **Exhibit H**; provided, however, that only the Detention Area Improvements on Tract A and Tract B will be constructed as part of the CID Project and funded with the Obligations.

3. Movie Theater Parking Lot Improvements. As part of the Public Improvements Property, the District will acquire and own the Movie Theater Parking Lot Property during construction, subject to and in accordance with this Agreement and the Development and Easement Agreement. Except for the use of available proceeds from the 2021 Bonds in accordance with this Agreement and the Financing Documents to fund all or part of the Movie Theater Parking Lot Improvements, the District shall have no responsibility or liability for the funding, design, or construction of the Movie Theater Parking Lot Improvements. To the extent that available proceeds first from the 2021 Bonds and second from the City Funds are insufficient to fund in full the acquisition of the Movie Theater Parking Lot Property and the design and construction of the Movie Theater Parking Lot Improvements, the Developer shall be responsible for paying the amount of any shortfall, and for paying the amount of any cost overrun if the cost to design and construct such improvements exceeds the budgeted cost as shown in **Exhibit E-2** (except as provided in Section 4.4.D.).

B. After the CID Project is complete as provided in this Agreement, the Public Improvements Property shall be owned and maintained as follows:

1. Hammons Boulevard Improvements.

a. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements shall be dedicated to the City by plat or other means of transfer acceptable to the Parties. After the City has accepted dedication of the Hammons Boulevard Improvements or other transfer of such improvements, all rights, title and interest of the District in the Hammons Boulevard Improvements shall pass to the City and the City shall thereafter be responsible for the ownership and the maintenance of the Hammons Boulevard Improvements. The Developer will dedicate by plat or otherwise transfer improvements related to the Hammons Boulevard Improvements that are located along Range Line Road and outside of the District Area to MoDOT as provided in the TIF Contract.

b. At such time as mutually agreed upon between the City and the Developer but in no event before the completion of the CID Project as provided in this Agreement and no later than 30 days after such completion, the City will cause the Escrow Deed to be recorded and conveying title to the Escrowed Hammons Boulevard Property as shown in **Exhibit H** to Menard (or Affiliate).

c. The City shall block off the Escrowed Hammons Boulevard to traffic after the Hammons Boulevard Improvements have been dedicated to the City and until the Escrow Deed conveying the Escrowed Hammons Boulevard Property to Menard has been recorded.

2. Detention Area Improvements on Tract A and Tract B. Upon completion of the Detention Area Improvements on Tract A and Tract B, the District shall continue to own title to that portion of the Public Improvements Property upon which the Detention Area Improvements on Tract A and Tract B are constructed and the District shall be responsible for maintaining the Detention Area Improvements on Tract A and Tract B in accordance with City code requirements for so long as the District is in existence or unless Menard (or other property owner) agrees to sooner accept responsibility to maintain the Detention Area Improvements on Tract A and Tract B.

   a. The District shall continue to own title to the Detention Area Improvements for so long as the Obligations are outstanding and the District shall be responsible for maintenance of the Detention Area Improvements on Tract A and Tract B. The Parties acknowledge that the CID Sales Tax Revenue is the District's sole source of funding to maintain the Detention Area Improvements on Tract A and Tract B and that such maintenance costs will be an Operating Cost that must be appropriated for payment by the District each year in its annual budget.

   b. As an alternative to the District maintaining the Detention Area Improvements on Tract A and Tract B as provided in subsection (a) above, the District may hire the City, the owner of the Carved-Out Tract, or other third party service provider to maintain the Detention Area Improvements on Tract A and Tract B pursuant to a separate, mutually acceptable maintenance agreement with the City, the then owner of the Carved-Out Tract, and/or other third party service provided. Notwithstanding the foregoing, the Parties anticipate that Menard (or other owner of the Carved-Out Tract), at its sole cost, will maintain Tract A and Tract B during the District's ownership of Tract A and Tract B pursuant to a mutually acceptable maintenance agreement, which may also include the terms and conditions of the conveyance of Tract A and Tract B from the District to Menard (or other owner of the Carved-Out Tract) when the Obligations are paid in full. The Parties anticipate that in consideration of Menard, Inc's (or other owner of the Carved-Out Tract) payment of maintenance costs while the Obligations are outstanding that the purchase price for the conveyance of Tract A and Tract B will be $1.00.

3. Detention Area Improvements on Tract C. The District will continue to own title to the property upon which the Detention Area Improvements on Tract C are planned as shown in **Exhibit H**. The District is not responsible for constructing improvements on Tract C; provided, however, to the extent that maintenance of the Tract C property, which is currently undeveloped, becomes necessary pending the development of a detention facility, the District may hire contractors for the maintenance

of Tract C and such cost shall be an Operating Cost. At such time as development occurs on property adjacent to Tract C, the Parties agree to amend this Agreement to provide for the future ownership and maintenance of Tract C.

4. Traffic Signal Improvements. The District will dedicate or otherwise transfer the Traffic Signal Improvements to MoDOT. The Developer will dedicate or otherwise transfer improvements related to the Traffic Signal Improvements that are located outside of the District Area to MoDOT as provided in the TIF Contract.

5. Movie Theater Parking Lot Improvements. Upon completion of the Movie Theater Parking Lot Improvements by the Developer, the District will retain ownership of the Movie Theater Parking Lot and the Movie Theater Parking Lot Improvements, subject to and in accordance with this Agreement and the Development and Easement Agreement, until the 2021 Bonds are paid in full. All costs and expenses for the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements shall be as provided in this Agreement and the Development and Easement Agreement and the District shall have no responsibility or liability for any such costs and expenses.

The District shall convey to the Developer, to 32nd Street Entertainment, LLC, a wholly-owned affiliate of the Developer, which is the owner of the Movie Theater Property, or other acceptable third party, and such party shall accept, fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements for $1.00 by means of a quit claim deed in a form reasonably acceptable to the District and the Developer within thirty (30) days of the 2021 Bonds, or any Obligation issued to refinance the 2021 Bonds, being paid in full or such other date mutually acceptable to the District and the Developer. All costs for closing on the transfer of title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer shall be paid for by the Developer, including, but not limited to, title company fees, recording fees, the cost of any title commitment and title policy as the Developer may order, the cost of any survey as the Developer may order, and the cost of any environmental assessment report or other due diligence work as the Developer may order. It is anticipated that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements will be tax exempt during the District ownership through the end of the calendar year of transfer, and that there will be no need to prorate taxes in the year the transfer closes; provided, however, regardless of the tax status of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements following the transfer date, the District shall have no liability for any taxes or assessments assessed following the transfer date during the year of transfer or subsequent years.

At such time as the District conveys fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer, the District shall make no covenant, representation or

warranty, either express or implied, including, without limitation, any implied warranty of condition or warranty relating to any conditions or defects, hidden, latent or otherwise. The Developer having had the opportunity to observe its physical characteristics and conditions to conduct such investigation and study on and of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements as it deems necessary, shall acknowledge and agree that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements is and are to be conveyed to, and accepted by the Developer, in its then present condition, "AS IS", for its continued use and operation by the Developer (or by B&B Movie Theatres or its successors and assigns) as a parking lot.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

Section 4.8. Addition of Property to and Removal of Property from District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District Area. At the time that the District was created, (a)(i) that portion of the existing Hammons Boulevard that crosses the Carved-Out Tract), (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract, and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road, and (b) a portion of Tract C, the location of one of the Detention Area Improvements, were located outside of the District Area. As shown on **Exhibit H**, the Escrowed Hammons Boulevard will be demolished and replaced by the new section of Hammons Boulevard and the remainder of the existing Hammons Boulevard will be improved and re-aligned as part of the CID Project. To facilitate the demolition, construction, and re-alignment of Hammons Boulevard as part of the CID Project and the construction of the Tract C Detention Area Improvement, the Annexed Property was added to the District Area as permitted by Section 67.1441.2 of the CID Act. It is further necessary that the Property to be Deannexed be removed from the District Area as permitted by Section 67.1441.1 of the CID Act. The City, the District and the Developer shall coordinate with each other and take all necessary actions to add property to and to remove property from the boundaries of the District from time-to-time as contemplated in this Agreement and as otherwise permitted by the CID Act. Any property owned by Menard or an Affiliate of Menard shall specifically require the consent of Menard to be annexed into or deannexed from the District Area, which consent may be withheld at Menard's sole discretion.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than 180 days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the 32ND Street Place Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District Area, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees

that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Bond Project Cost or a CID Reimbursable Project Cost, as applicable, that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of

the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law 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 Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement 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 an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

32ND Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian E. Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to City shall be addressed to:

Nick Edwards
City Manager
City Hall, 602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Woodsonia Joplin, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to Menard, Inc. shall be addressed to:

Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

Any notice to HDDA-Joplin, LLC shall be addressed to:

HDDA-Joplin, LLC
c/o HDDA, LLC
One Ravinia Drive, Suite 900
Atlanta, GA 30346
Attn: Taylor Wolters
Email: Taylorw@hdda.com

with a copy to:

Aldridge & Goldberg LLP
641 Lexington Avenue, 14th Floor
New York, New York 10022
Attn: Steven R. Goldberg, Esq.
Email: sgoldberg@algo.law

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law; Common Representation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 7.6. Validity and Severability.

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

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer without the prior written consent of the City and the District, which consent shall be given if the City and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City and the District, enter into an agreement with the City and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to an Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's or the Developer's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer. 32nd Street Entertainment, LLC, a Nebraska limited liability company and a wholly-owned affiliate of the Developer, is the owner of the Movie Theater Building Property and acquired the Movie Theater Building Property subject to this Agreement. The Developer hereby assigns its rights and delegates its duties and obligations under this Contract (as to the Movie Theater Project only) to 32nd Street Entertainment, LLC, and 32nd Street Entertainment, LLC hereby assumes the Developer's rights and obligations, and agrees to be bound by, this Contract (as to the Movie Theater Project only).

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

3. No consent will be required under this **Section 7.11.B**, for an assignment of the Developer's rights and obligations under this Agreement to Menard, Inc., or

4. designated Affiliate of Menard, with respect to the completion of the Hammons Boulevard Improvements if the Developer fails to complete the Hammons Boulevard Improvements as provided in this Agreement.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri, and in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

Section 7.13. MoDOT Agreement.

The Parties anticipate that MoDOT will require a separate cooperative agreement covering that part of the Public Improvements to be constructed on state right-of-way. The Parties agree to cooperate with each other and with MoDOT to negotiate and approve a cooperative agreement with MoDOT as may be necessary for the design and construction of the Public Improvements as required by MoDOT.

Section 7.14 No Conflict with Series 2021 Bonds.

The Parties agree and acknowledge that this Agreement is not intended and shall not be construed to modify, amend, restate, or waive any provision hereof relating to any matter prohibited by, or requiring Trustee consent, as required under Section 4.4 of the Financing Agreement dated as of February 15, 2021, between the District and the IDA.

Section 7.15 Full Force and Effect.

This Agreement, as amended and restated herein, shall remain in full force and effect and binding upon the Parties and their successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By: _____
Drew Snyder, Manager

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2023 before me, a Notary Public in and for said state, personally appeared Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

DISTRICT:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32ND Street Place Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32ND Street Place Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

Consent and Acceptance of Partial Assignment of
Amended and Restated Cooperative Agreement

32nd Street Entertainment, LLC, as the owner of the Movie Theater Building Property and a wholly-owned affiliate of Woodsonia Joplin, LLC, the "Developer" under the foregoing Amended and Restated Cooperative Agreement, hereby accepts the Developer's assignment of its rights and obligations under such agreement as to the Movie Theater Project only, and agrees to assume the Developer's rights and obligations under, and to be bound by, such agreement as to the Movie Theater Project only.

32nd STREET ENTERTAINMENT, LLC

By: _____
Drew Snyder, Manager

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2023 before me, a Notary Public in and for said state, personally appeared Drew Snyder, the Manager of 32nd Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Consent to Partial Assignment of Cooperative Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

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

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

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

WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

AND

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

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

SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE DISTRICT AREA:

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

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

AND

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

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

AND

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

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

AND

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

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

00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

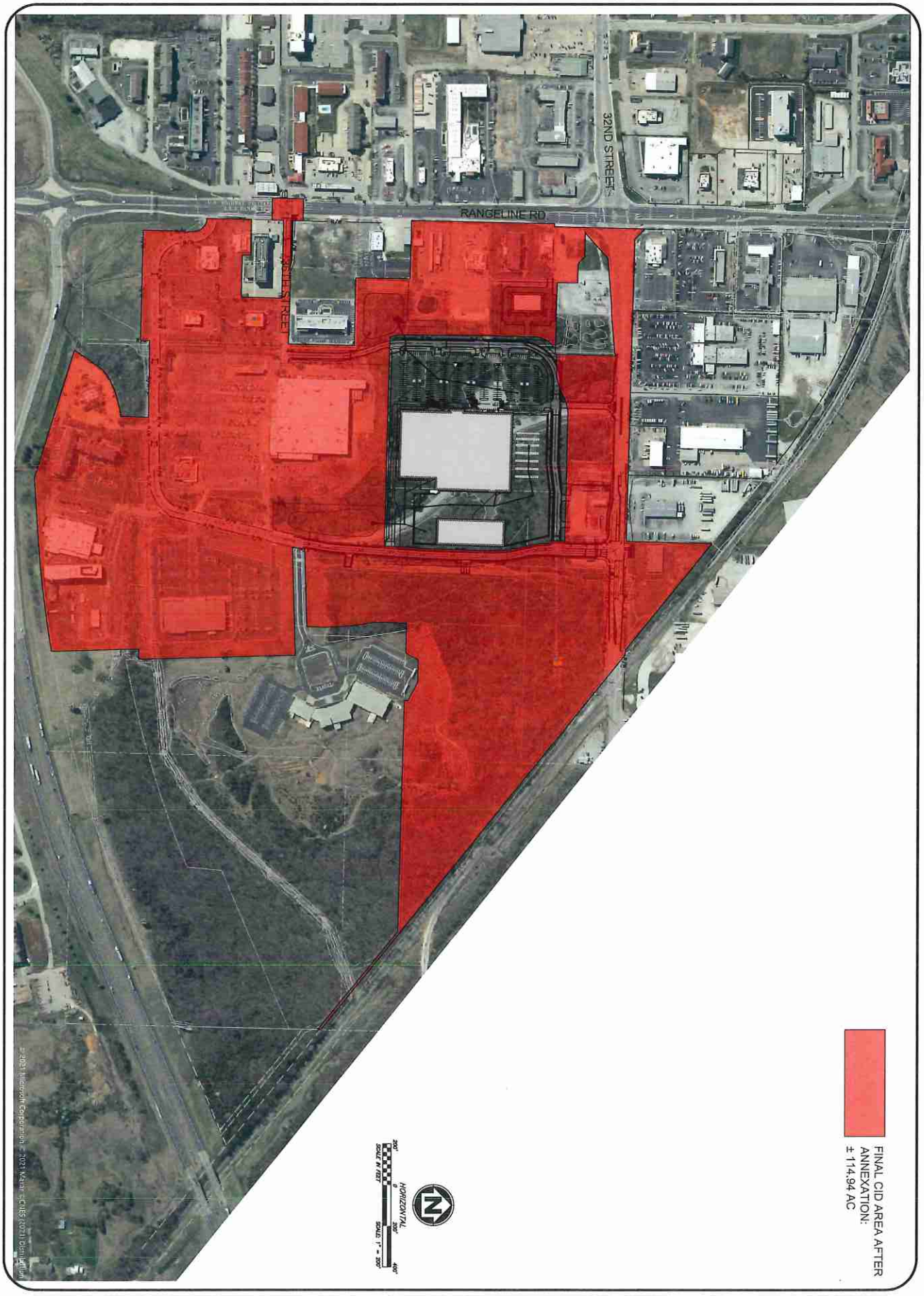
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

MAP OF DISTRICT AREA ON NEXT PAGE

Oct 27, 2021 – 3:12pm Plotted By: KC Eng 8 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hynes & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008-CID BOUNDARY EXHIBIT-final.dwg Layout: FINAL



SHEET NUMBER
EX.2
2 OF 2

32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	TAF
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	10/27/2021
				ISSUED FOR:	FOR REVIEW
				JOB NUMBER:	21KC10008

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

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32ND Street Place Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32ND Street Place CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Amended and Restated Cooperative Agreement dated as of _____, 2023 (the "Agreement") among the City of Joplin, the 32ND Street Place *Community Improvement District, and Woodsonia Joplin, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32ND Street Place Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32ND Street Place CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Amended and Restated Cooperative Agreement dated as of _____, 2023 (the "Agreement") among the City of Joplin, the 32ND Street Place *Community Improvement District, and Woodsonia Joplin, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:*

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this _____ day of _____, 20_____:

32ND STREET PLACE STREET COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this _____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

32ND Street Place Community Improvement District _____ _____ _____ **SALES TAX RETURN** **Check box if Amended Return Y Or Additional Return Y**	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS** **YYYY YY**

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN MUST BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS.....							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return

within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: 32ND Street Place Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E-1

CID FIVE-YEAR BUDGET

CID Petition Budget for Insertion into CID Annexation Petition Exhibit - 10-14-21

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	Estimated Sales Tax Revenue (1.0%)	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	Expenditures					
1	Acquisition	$ 4,693,500				
2	Building Construction and Enhancements	$ 1,065,000	$ 710,000			
3	Movie Theater - Including 15,000 Expansion Area	$ -	$ 500,000			
4	General Conditions	$ 177,903	$ 44,476			
5	Clearing, Mass Grading	$ 823,213				
6	Hammons Blvd Improvements (North Portion)	$ 841,800				
7	Hardscape, Parking, Landscape, Irrigation	$ 1,968,893	$ 656,298			
8	Power/Gas	$ 103,500				
9	General Landscape and Irrigation	$ 129,375				
10	Traffic Light on 32nd Street	$ 201,250				
11	Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$ 1,193,732	$ 511,599			
12	Financing Costs (Interest Carry/Closing/Fees/Other)	$ 1,879,950	$ 939,975	$ 313,325		
13	Development Fee	$ 218,018	$ 152,613	$ 65,405		
14	Insurance	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	Legal	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	Accounting	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	32nd Street MoDOT Work - Paint Stallion (northside of 32nd Street)	$	$ 246,640			
18	36th Street MoDOT/City Work	$	$ 61,500			
19	Expenditure Total	$ 13,321,633	$ 3,841,100	$ 396,730	$ 15,500	$ 13,000
C	Net of Revenue/Expenditures	($12,270,591)	($2,751,383)	$732,420	$1,130,587	$1,150,279

Note: These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

[update]

EXHIBIT F

LEGAL DESCRIPTION AND MAP – ANNEXED PROPERTY

(Intentionally omitted. See prior versions of Agreement for more information.)

EXHIBITS G-1 and G-2

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE DEANNEXED (G-1)

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE ANNEXED (G-2)

(Intentionally omitted. See prior versions of Agreement for more information.)

EXHIBIT H

LEGAL DESCRIPTION AND MAP – PUBLIC IMPROVEMENTS

Tract 1:

WOODSONIA CID PURCHASE TRACT A – 2020-10-13
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 19, A DISTANCE OF 1317.19 FEET; THENCE SOUTH 88°57'17" EAST, A DISTANCE OF 330.88 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 257.43 FEET; THENCE SOUTH 87°45'52" EAST, ALONG THE SOUTH LINE OF LOT 1, DARREL L. ROGERS 2008 TRUST ADDITION, AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 200.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 56°22'25" EAST, A DISTANCE OF 153.65 FEET; TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE SOUTH 01°23'54" WEST, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 170.88 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET TO THE **POINT OF BEGINNING**. CONTAINING 786,687.82 SQ. FEET (1.81 ACRES).

Tract 2:

WOODSONIA CID PURCHASE TRACT B – 2020-11-02
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 19, A DISTANCE OF 1317.19 FEET; THENCE SOUTH 88°57'17" EAST, A DISTANCE OF 1435.66 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°23'54" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 166.53 FEET; THENCE SOUTH 88°36'06" EAST, A DISTANCE OF 193.63 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 229.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 07°21'44" WEST, A RADIUS OF 506.16 FEET, FOR AN ARC DISTANCE OF 57.08 FEET; THENCE SOUTH 10°36'02" WEST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 13°42'20" WEST, A DISTANCE OF 106.97; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 128.98 FEET; THENCE NORTH 01°23'54" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 378.47 FEET TO THE **POINT OF BEGINNING**. CONTAINING 93,424.62 SQ. FEET (2.14 ACRES).

Tract 3:

WOODSONIA CID PURCHASE TRACT C – 2020-10-26
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 178,250.22 SQ. FEET (4.09 ACRES).

Tract 4:

WOODSONIA CID NEW HAMMONS BLVD DESCRIPTION 2020-12-29
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 1348.08 TO THE NORTHEAST CORNER OF THE GOVERNMENT LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 01°27'01" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 32.06 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 319.44 FEET; THENCE SOUTH 01°05'13" WEST, A DISTANCE OF 6.72 FEET; THENCE NORTH 88°54'47" WEST, A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE HAVING A CHORD BEARING OF SOUTH 46°32'14" WEST, A RADIUS OF 29.00 FEET, FOR AN ARC DISTANCE OF 45.46 FEET; THENCE SOUTH 01°37'40" WEST, A DISTANCE OF 300.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 05°39'52" EAST, A RADIUS OF 294.50 FEET, FOR AN ARC DISTANCE OF 74.96 FEET; THENCE SOUTH 12°57'24" EAST, A DISTANCE IF 25.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 05°39'52" EAST, A RADIUS OF 545.00 FEET, FOR AN ARC DISTANCE OF 138.73 FEET; THENCE SOUTH 01°37'40" WEST, A DISTANCE OF 305.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 02°52'27" WEST, A RADIUS

OF 546.50 FEET, FOR AN ARC DISTANCE OF 23.78 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 430.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 07°18'56" WEST, A RADIUS OF 549.22 FEET, FOR AN ARC DISTANCE OF 62.96 FEET; THENCE SOUTH 10°36'02" WEST, A DISTANCE OF 166.83 FEET; THENCE SOUTH 14°14'29" WEST, A DISTANCE OF 601.25 FEET; THENCE SOUTH 41°30'06" WEST, A DISTANCE OF 36.929 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 65°30'20" WEST, A RADIUS OF 220.00 FEET, FOR AN ARC DISTANCE OF 184.29 FEET; THENCE SOUTH 89°31'21" WEST, A DISTANCE OF 384.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1416.10 FEET, FOR AN ARC DISTANCE OF 101.88 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.68 FEET, FOR A ARC DISTANCE OF 98.28 FEET; THENCE SOUTH 89°31'21" WEST, A DISTANCE OF 82.17 FEET; THENCE SOUTH 01°24'10" WEST, A DISTANCE OF 43.86 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 88°36'58" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 535.35 FEET; THENCE NORTH 01°23'02" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 204.00 FEET; THENCE NORTH 89°31'21" EASTS, A DISTANCE OF 2.64 FEET; THENCE NORTH 00°28'39" WEST, A DISTANCE OF 37.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 71 (A.K.A. RANGE LINE ROAD), AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 44°17'52" EAST, A RADIUS OF 117.48 FEET, FOR AN ARC DISTANCE OF 179.70 FEET; THENCE SOUTH 00°28'39" EAST, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 125.00 FEET, FOR AN ARC DISTANCE OF 196.35 FEET; THENCE NORTH 89°31'21" EAST, A DISTANCE OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 88°24'57" EAST, A RADIUS OF 1415.68 FEET, FOR AN ARC DISTANCE OF 101.88 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 88°24'56" EAST, A RADIUS OF 1366.10 FEET, FOR AN ARC DISTANCE OF 98.28 FEET; THENCE NORTH 89°31'21" EAST, A DISTANCE OF 384.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 65°30'23" EAST, A RADIUS OF 170.00 FEET, FOR AN ARC DISTANCE OF 142.39 FEET; THENCE NORTH 41°30'06" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 14°14'29" EAST, A DISTANCE OF 490.08 FEET; THENCE NORTH 88°34'28" WEST, A DISTANCE OF 9.73 FEET; THENCE NORTH 13°42'15" EAST, A DISTANCE OF 106.96 FEET; THENCE NORTH 10°36'02" EAST, A DISTANCE OF 156.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 07°24'51" EAST, A RADIUS OF 505.86 FEET, FOR AN ARC DISTANCE OF 56.17 FEET; THENCE NORTH 04°07'27" EAST, A DISTANCE OF 430.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND

TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 05°39'52" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 123.46 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 70.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING NORTH 05°39'52" WEST, A RADIUS OF 348.50 FEET, FOR AN ARC DISTANCE OF 88.71 FEET; THENCE NORTH 88°22'20" WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 239.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING NORTH 42°35'17" WEST, A RADIUS OF 39.00 FEET, FOR AN ARC DISTANCE OF 60.19 FEET; THENCE NORTH 86°48'14" WEST, A DISTANCE OF 102.40 FEET; THENCE NORTH 77°36'55" WEST, A DISTANCE OF 68.50 FEET TO THE **POINT OF BEGINNING**. CONTAINING 242,539.91 SQ. FEET (5.57 ACRES).

[add movie theater parking lot property legal]

[add updated map of Public Improvements Property]

EXHIBIT I

MAP OF CID REVENUE AREA A AND REVENUE AREA B

CONCEPTUAL SITE PLAN

CITY OF JOPLIN
NEWTON COUNTY , MISSOURI

SHEET NUMBER
EX. 1
1 OF 1

NO.	DESCRIPTION	BY	DATE

REVISIONS

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	01-07-2021
FIELD BOOK:	
JOB NUMBER:	20J01001T

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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

Jan 07, 2021 – 11:18am Plotted By: MH G:\Shared drives\KC10 – Land Development\Projects\2020\20C10000 JO Hammons Large Scale Development\01 CAD\03-DWG\Base\20SHEETS\1-7-2021 32ND STREET DEVELOPMENT SHEETS\Layout: CONCEPTUAL SITE PLAN

EXHIBIT J

FORM OF CONSTRUCTION MANAGEMENT AGREEMENT

(Executed copy on file with District.)

EXHIBIT K-1

LEGAL DESCRIPTION AND MAP – MOVIE THEATER PROJECT

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.


SITE DATA
PROPOSED BUILDING AREA 37080 SF
PROPOSED PARKING STALLS 287
PROPOSED ASPHALT PAVEMENT 132400 SF
CID PURCHASE AREA 3.36 AC
DEVELOPER OWNED AREA 5.22 AC
(1) 24"& 21.30" RCP CULVERTS
DEVELOPER OWNED AREA
CID PURCHASE AREA
PROPOSED BUILDING 37080 SF
HAWKINS PLACE
ANDERSON ENGINEERING
B&B THEATER EXHIBIT
EX. 1

[Exhibit K-1]

EXHIBIT K-2

LEGAL DESCRIPTION AND MAP – MOVIE THEATER BUILDING PROPERTY

[Insert]

EXHIBIT K-3

LEGAL DESCRIPTION AND MAP – MOVIE THEATER PARKING LOT PROPERTY

[Insert]

EXHIBIT K-4

LEGAL DESCRIPTION AND MAP – HOTEL PROPERTY

[Insert]

EXHIBIT L

FORM OF DEVELOPMENT AND EASEMENT AGREEMENT FOR MOVIE THEATER PARKING LOT

PARKING LOT DEVELOPMENT AND EASEMENT AGREEMENT

THIS PARKING LOT DEVELOPMENT AND EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between the 32nd Street Place Community Improvement District, a political subdivision and Missouri community improvement district (the "District"), the 32nd Street Entertainment Community Improvement District, a political subdivision and Missouri community improvement district ("City CID"), and 32nd Street Entertainment, LLC, a Nebraska limited liability company (the "Developer" and together with the District and the City CID, the "Parties").

WHEREAS, the District was established on August 3, 2020 pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (the "CID Act"), and the adoption of Ordinance No. 2020-113 (the "Formation Ordinance") by the City of Joplin, Missouri (the "City"), and the boundaries of the District have been subsequently modified by adding certain property and removing certain property as described in Ordinance No. 2020-193 dated December 7, 2020, Ordinance No. 2020-205 dated December 21, 2020, Ordinance No. 2021-012 dated January 19, 2021, and Ordinance No. 2021-177 dated December 6, 2021. The property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"); and

WHEREAS, the District was established for the purposes of providing funding for the financing, design, construction, demolition, removal, renovation, reconstruction, or rehabilitation of certain improvements or portions thereof located within the District and related improvements and structures, including: (a) replacement of a portion of the former private road known as Hammons Boulevard and construction and re-alignment of Hammons Boulevard and related improvements; (b) installation of a new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard; (c) other related improvements as may be required by the City or the Missouri Department of Transportation ("MoDOT") ((a), (b), and (c) are, collectively, the "Hammons Boulevard Improvements"); (d) relocation of the BKD office (the "BKD Relocation"); (e) improvements to 32nd Street; (f) improvements to 36th Street; (g) public parking lot improvements to facilitate development of a planned B&B movie theater (the "CID Parking Lot Project"); and (h) construction of three (3) regional stormwater detention basins, two (2) of which (located on those portions of the District Area described as Tract A and Tract B) to be constructed in conjunction with the Hammons Boulevard Improvements and the third (located on that portion of the District Area described as Tract C) to be constructed as a future project, all as authorized pursuant to the CID Act and Section 67.1461, RSMo (collectively, the "CID Project"); and

WHEREAS, the District, the Developer, and the City entered into that certain Amended and Restated Cooperative Agreement dated _____, 2023, as evidenced by the Memorandum of Amended and Restated Cooperative Agreement recorded with the Recorder of Deeds for Newton County, Missouri, as Instrument No. _____, in Book ____, at Page _____, as well as with the Recorder of Deeds for Jasper County, Missouri, as Instrument No. _____, Book ____, Page ____ (the "Cooperative Agreement"); and

WHEREAS, in accordance with the CID Act and as certified by the Newton County Clerk, the qualified voter within the District approved a one percent (1.0%) sales tax on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within the District Area (the "Sales Tax") for a period of thirty (30) years; and

WHEREAS, the District has pledged Sales Tax revenue generated in Revenue Area A (as defined in the Cooperative Agreement) to pay debt service on the Industrial Development Authority of the City of Joplin, Missouri (the "IDA") Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, issued on March 1, 2021, in the original principal amount of $15,925,000 (the "2021

Bonds") to fund the CID Project, as well as District operating costs up to $20,000 annually, and the District intends to pay other CID Project costs and District operating costs on a pay-as-you-go basis with Sales Tax revenue generated in Revenue Area B (as defined in the Cooperative Agreement); and

WHEREAS, the City found, as stated in the Formation Ordinance, that the District is located in a Blighted Area as defined under the CID Act; and

WHEREAS, the Developer owns title to the real estate on which the Developer intends to construct, or cause to be constructed, the CID Parking Lot Project, which property is legally defined and depicted on the attached Exhibit B (the "Parking Lot Property "), pursuant to the separate Development and Management Services and License Agreement between the District and the Developer dated January 15, 2021, as amended by the Amendment to Development and Construction Management Services and License Agreement dated of even date herewith (collectively, the "Construction Management Agreement"), as part of the Developer's construction of a movie theater and related improvements on adjacent property, which property is legally defined and depicted on the attached Exhibit C (the "Movie Theater Property"). Pursuant to the Cooperative Agreement and the Purchase and Sale Agreement dated _____, 2023 (the "Purchase and Sale Agreement"), between the District and the Developer regarding the Parking Lot Property, the Developer will convey the Parking Lot Property to the District to facilitate the financing, design and construction of the CID Parking Lot Project; and

WHEREAS, the District desires to engage the Developer to carry out certain duties regarding the implementation and completion of the CID Parking Lot Project and enter into an agreement with the Developer whereby the Developer agrees to construct, improve and equip the B&B movie theater and related improvements to be located within the District (the "Private Project" and collectively with the CID Parking Lot Project, the "Project"); and

WHEREAS, the City intends to contribute $1,840,000, plus interest (the "City Funds"), to assist in the financing for the construction of the CID Parking Lot Project; and

WHEREAS, the City approved the formation of the City CID, a new community improvement district encompassing only the Movie Theater Property and sales tax revenue from the City CID will be used to reimburse the City for the City Funds pursuant to the Cooperative Agreement ("City CID Cooperative Agreement") dated as of the Effective Date among the City, the District, the City CID, the Developer, Woodsonia Joplin, LLC; and

WHEREAS, the Parties desire to enter into this Agreement to evidence the agreements of the Developer and the District in connection with the implementation and completion of the Project and to evidence the respective obligations of the Parties in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer hereby agree as follows:

1. **Recitals and Exhibits**. The Parties incorporate by reference the WHEREAS clauses set forth above and all exhibits attached hereto as if fully set forth herein.

2. **Funding; Ownership of Property**.

(a) The District agrees to apply available proceeds of the 2021 Bonds to eligible costs of the CID Parking Lot Project as provided for in the agreements and instruments relating to the 2021 Bonds, the Cooperative Agreement, and the City CID Cooperative Agreement, including, but not limited to, the following:

(i) Acquisition costs for the Parking Lot Property;

(ii) Parking lot construction on the Parking Lot Property, including, without limitation, (1) parking lot grading, (2) asphalt paving, (3) curbs and sidewalks, (4) site lighting, (5) landscaping, and (6) access drives;

(iii) Utility lines installed in public right-of-way or easements;

(iv) Storm sewers;

(v) General grading work, to the extent allocable to items listed above or other eligible costs;

(vi) Design fees, geotech costs, developer fees, and other soft costs allocable to the items listed above or other eligible costs;

(b) Notwithstanding anything in this Agreement to the contrary, the Parties agree that the District's primary role is to fund and/or assist in the funding of the CID Parking Lot Project and that the District's payment of CID Parking Lot Project costs will be made either in accordance with separate 2021 Bond or other financing documents, or on a pay-as-you-go basis through reimbursements to the Developer or directly to third party contractors upon receipt of contracts, invoices, and other documentation as the District may reasonably request verifying CID Parking Lot Project costs incurred in accordance with the Cooperative Agreement. All payments or reimbursements by the District to the Developer under this Agreement shall be conditioned upon the appropriation by the District of funds for such payment or reimbursement in fiscal years when sufficient otherwise unencumbered revenue is available to the District to make such payments or reimbursements. In addition, the Parties acknowledge that a portion of the costs for the District's acquisition of the Parking Lot Property and for the construction of the CID Parking Lot Project costs will be funded by the City Funds as provided in the Cooperative Agreement and the City CID Cooperative Agreement.

(c) The Developer, or its affiliate Woodsonia Joplin, LLC, a Nebraska limited liability company, will convey the Parking Lot Property to the District pursuant to the Purchase and Sale Agreement and in consideration for the District undertaking the funding of a portion the construction of the public parking lot thereon. The District will own fee title to the Parking Lot Property until such time as the 2021 Bonds or any bonds issued to refinance the 2021 Bonds are fully paid and discharged, at which point the District will convey the Parking Lot Property to the Developer or its affiliate, as further provided in the Cooperative Agreement.

(d) The Developer will own the Movie Theater Property and B&B Theatres Operating Company, Inc., a Missouri corporation ("B&B"), will handle the operation, management, and maintenance of the Private Project. The Developer agrees to obtain private funding and through conventional loans or private equity, to construct and equip the Private Project within the Movie Theater Property. The Developer may also utilize eligible revenues generated under the TIF Plan (as defined in the Cooperative Agreement) to assist in the funding of the Private Project.

(e) The Developer agrees to operate and maintain, or cause the operation and maintenance of, the CID Parking Lot Project, including, but not limited to, painting and striping, snow removal and clearance, landscaping, patching and repaving, as needed from time to time. The District will grant to the Developer certain easement rights with respect to the Parking Lot Property in substantially the form of the Parking Lot Easement Agreement attached hereto as Exhibit D (the "Easement"). The District shall have no responsibility or liability for the operation or maintenance of the CID Parking Lot Project or

the Parking Lot Property or for the funding for the operation or maintenance of the CID Parking Lot Project or the Parking Lot Property.

(f) The CID Parking Lot Project shall remain open for public use at all times. Notwithstanding the forgoing, the District agrees to permit the Developer to designate certain parking spaces for use by patrons of the movie theater, movie theater personnel, or other use related to the movie theater, which designated parking spaces shall be identified by signage; provided, however, that such designated spaces shall be limited in size to ten percent (10%) or less of the square footage of the Parking Lot Property.

3. **Reserved.**

4. **Approvals; Insurance**. Prior to commencing any construction work with respect to the Project, the Developer shall procure all necessary permits and governmental approvals. The Developer shall also procure and maintain, or cause its contractors and subcontractors to procure and maintain, insurance policies of such types and in such coverage amounts as are customary for a project of this size and nature but not less than in the amount of Two Million Dollars ($2,000,000) each occurrence, and a policy providing umbrella coverage of at least Five Million Dollars ($5,000,000.00), including, but not limited to, workers' compensation insurance, employers' liability insurance, business automobile liability insurance, and commercial general liability insurance, and to further require that the District be named as an additional insured under such insurance policies. As evidence, a certificate of all such insurance policies shall be provided to the District showing the policy is in full force and effect. Such policies may not be canceled without prior notice to the District.

5. **Contractors**. For elements of the CID Parking Lot Project being funded under the CID Act, the Developer shall solicit bids from contractors, select one (1) or more contractors, and negotiate and enter into such construction contracts or other agreements necessary for construction of the CID Parking Lot Project in accordance with the Construction Management Agreement. In addition, the Developer shall comply and shall cause its contractors and all subcontractors to comply, with all applicable governmental requirements, including, but not limited to Sections 290.210 through 290.340, RSMo, as amended, for the payment of prevailing wages to contractors and subcontractors in connection with the CID Parking Lot Project.

6. **Indemnification**. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the District, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with: (a) any negligent acts, misconduct or fraud of the Developer or any of its contractors, subcontractors, operators, agents, representatives or employees in connection with this Easement and the construction, operation, or management of the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property; (b) any acts of the Developer beyond the scope of the Developer's authority provided to it under this Agreement; (c) the breach by the Developer or any of its operators, agents, representatives or employees of this Agreement; (d) failure by the Developer or any of its contractors, subcontractors, operators, agents, employees, or representatives to comply with governmental requirements in connection with the construction, operation, or management of the Project; (e) any dispute between and/or among the Developer and any contractor(s) or subcontractor(s) concerning the payment of or failure to pay for labor or materials in connection with the construction, operation, or management of the Project; and (f) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, negligence, omission, or intentional act of the Developer or its agents, employees, operators, contractors, or subcontractors, to the

extent caused by the construction, operation, or management of the Project expressly authorized herein; provided, however, that the Developer need not save harmless the District from claims, demands, losses and expenses arising out or to the extent caused by the gross negligence or intentional misconduct of the District, its officers, directors or agents or by the breach of this Agreement by the District. The indemnity required hereunder shall not be limited by reason of any insurance held by the Developer. The District does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the District. This indemnification by the Developer shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, negligence, omission or intentional act of the Developer or its agents, representatives, employees, operators, contractors, or subcontractors, and suffered by reason of constructing, operating, or managing the Project as referred to in this Agreement, regardless of whether or not insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, the Developer shall immediately notify the District of any and all claims filed against the Developer or the Developer and the District jointly and shall provide the District with a copy of the same. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this Section 6. The indemnities provided in Section 6 of this Agreement, will survive the expiration or sooner termination of this Agreement.

7. **Duration**. This Agreement shall be effective for a term commencing on the Effective Date and shall expire and terminate upon the payment and discharge of the 2021 Bonds, except with respect to the obligations that survive the expiration of this Agreement as set forth in Section 6 above.

8. **Entire Agreement**. This Agreement, together with the Cooperative Agreement, the Purchase and Sale Agreement, the Construction Management Agreement, the Easement, and the 2021 Bond documents, shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof. Except for the agreements and documents referenced in the foregoing sentence and for the agreements between the Developer and B&B, there are no oral or other agreements or understandings with respect to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless made by supplemental agreement in writing executed by both Parties

9. **Relationship**. The relationship between the Parties under the terms of this Agreement shall be that of independent parties, and notwithstanding anything to the contrary set forth herein, the Developer shall perform its duties and provide the services contemplated by this Agreement as an independent contractor and not as an employee or agent of the District. Nothing contained in this Agreement or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture, or any other similar relationship. No personal liability shall accrue hereunder against any individual, officer, director, shareholder, representative or employee of any Party.

10. **Governing Law**. This Agreement is made pursuant to and shall be governed by and construed in accordance with, the laws of the State of Missouri.

11. **Severability**. The provisions of this Agreement are severable. Provided that the essence and intent of this Agreement are otherwise substantially preserved, if any provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, arbitrator or other such lawful governing or interpretive authority, such determination shall not affect the remaining provisions of this Agreement, or the application of such provision to any other particular party or circumstance, shall be valid and enforceable.

12. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties to this Agreement had signed the same agreement. Each counterpart shall

be deemed to be an original copy of this Agreement, and all counterparts shall be construed together and be deemed to constitute a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGE.]

The District and the Developer have executed this Agreement to be effective as of the Effective Date.

DISTRICT:

32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Giltner B. Stevens, Chair

ATTEST:

By: _____
Becky Ziegler, Records Custodian

DEVELOPER:

32ND STREET ENTERTAINMENT, LLC,
a Nebraska limited liability company

By: March 13, 2013, LLC,
a Nebraska limited liability company
Its: Manager

By: _____
Drew Snyder, Manager

CITY CID:

32nd STREET ENTERTANIMENT COMMUNITY IMPROVEMENT DISTRICT

By: _____
, Chair

ATTEST:

By: _____
_____, Records Custodian

EXHIBIT A

Legal Description of District Area

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE

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

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

AND

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

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

AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE DISTRICT AREA:

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

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

AND

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

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

AND

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

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

AND

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

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

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

EXHIBIT B

Legal Description and Map of Parking Lot Property

[insert]

EXHIBIT C

Legal Description and Map of Movie Theater Property

[insert]

EXHIBIT D

Form of Easement

WHEN RECORDED RETURN ORIGINAL TO:

Becky Ziegler
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538

Title of Document:	Parking Lot Easement Agreement
Date of Document:	_____ __, 2023
Grantor:	32nd Street Place Community Improvement District, a Missouri political subdivision and community improvement district
Grantee:	32nd Street Entertainment, LLC, a Nebraska limited liability company
Grantee's Address:	20010 Manderson Street, Suite 101 Elkhorn, NE 68022
Legal Description:	See Exhibit A and Exhibit B
Reference Book and Page(s):	

PARKING LOT EASEMENT AGREEMENT

THIS PARKING LOT EASEMENT AGREEMENT (this "**Easement**") is granted and entered into as of this ____ day of _____, 2023, by 32nd Street Place Community Improvement District, a Missouri political subdivision and community improvement district ("**Grantor**"), and 32nd Street Entertainment, LLC, a Nebraska limited liability company ("**Grantee**"), whose mailing address is 20010 Manderson Street, Suite 101, Elkhorn, NE 68022.

WHEREAS, Grantor is the owner of that certain real property legally described and depicted on the attached **Exhibit A** (the "**Parking Lot Property**"); and

WHEREAS, Grantee is the owner of that certain real property legally described and depicted on the attached **Exhibit B** (the "**Movie Theater Property**"); and

WHEREAS, Grantee anticipates constructing and operating, or causing the construction and operation of, a movie theater on the Movie Theater Property, and Grantor anticipates allowing for the construction of a parking lot and access drive to Hammons Boulevard on the Parking Lot Property; and

WHEREAS, it is the intention and desire of the parties to this Easement to create easements for access and for ingress and egress, all as set forth hereinafter, over and across the Parking Lot Property to and for the benefit of the Movie Theater Property, which easements are to be perpetual and run with the land for the benefit of Grantee and its Permittees (as defined in Section 1 below) and all future fee simple owners of the Movie Theater Property.

NOW, THEREFORE, for valuable consideration, the mutual receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Access and Parking Easement. Grantor, as the owner of the Parking Lot Property, hereby grants in favor and for the benefit of the Movie Theater Property and as a burden on the Parking Lot Property a non-exclusive easement for access and parking purposes over and across the Parking Lot Property for vehicular and pedestrian traffic by Grantee and its Permittees; provided, however, that at all times during the term of this Easement, the Parking Lot Property shall remain open as public parking and accessible to the general public. Grantee shall not limit or restrict public access to and use of the Parking Lot Property for parking purposes, except that Grantee may designate certain parking spaces for use solely by patrons of the movie theater on the Movie Theater Property, movie theater personnel, or other uses related to the movie theater, which designated parking spaces shall be identified by signage; provided, however, that such designated spaces shall be limited in size to ten percent (10%) or less of the square footage of the Parking Lot Property. Such easement rights are perpetual and run with the land until this Easement terminates pursuant to Section 4 below.. "**Permittees**", as used in this Easement, shall mean the parties permitted by Grantee, or its successors in interest, to enter upon the Parking Lot Property and to use the easements granted herein, including, without limitation, Grantee's tenants, employees, agents, operators, vendors, licensees, contractors, customers, guests, invitees, and the customers, subtenants, concessionaires, employees, patrons, and invitees of

such tenants. By granting the foregoing easement rights, Grantor in no way intends to limit its right (or the right of its successors and assigns) to use the Parking Lot Property for public parking.

2. Maintenance. Grantee shall be responsible and liable for operating and maintaining, or causing the operation and maintenance of, and for funding the operation and maintenance of the Parking Lot Property and the Movie Theater Property, and Grantor shall have no responsibility or liability for any operation, maintenance, or repairs, or for funding any operation, maintenance, or repairs, of the Parking Lot Property or the Movie Theater Property.

3. Perpetual, Non-Exclusive Easement. Each and every agreement, promise, restriction, benefit, undertaking, easement, right, privilege, and restriction contained in this Easement shall (a) be appurtenant to and for the benefit of the Parking Lot Property and the Movie Theater Property, (b) run with the land, (c) be binding upon the parties to this Easement, (d) be binding upon the Parking Lot Property to be burdened with the easements created hereby, and (e) inure to the benefit of the Movie Theater Property, Grantee, and Grantee's successors and assigns.

4. Termination. Except as set forth herein, the non-exclusive, perpetual easement herein granted shall automatically terminate upon the conveyance of the Parking Lot Property from Grantor to Grantee or any successor, assignee, or transferee of Grantee. The parties acknowledge that such conveyance of the Parking Lot Property will occur at such time as the Industrial Development Authority of the City of Joplin, Missouri Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, issued on March 1, 2021, in the original principal amount of Fifteen Million Nine Hundred Twenty-Five Thousand and No/100 Dollars ($15,925,000.00) (the "**2021 Bonds**"), or any Obligation issued to refinance the 2021 Bonds, have been paid in full.

5. Non-Disturbance. Grantee and each subsequent fee simple owner of the Movie Theater Property shall not permanently disturb, impede, or interfere with the public use of the Parking Lot Property, free of charge, except for temporary disturbances reasonably caused by development of the Movie Theater Property and/or other adjacent property, remodeling of or repairs to the Movie Theater Property or improvements located thereon, governmental regulation and rules, and other such causes.

6. Indemnification. Grantee shall indemnify, release, defend, be responsible for, and forever hold harmless Grantor, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character, and from any cause whatsoever, resulting from, with respect to, arising out of, or in connection with: (a) any negligent acts, misconduct or fraud of Grantee or any of its contractors, subcontractors, operators, agents, representatives, or employees in connection with this Easement and the construction, operation, or management of the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property; (b) any acts of Grantee beyond the scope of Grantee's authority provided to it under this Easement; (c) the breach of this Easement by Grantee or any of its operators, agents,

representatives, or employees; (d) failure by Grantee or any of its contractors, subcontractors, operators, agents, employees, or representatives to comply with governmental requirements in connection with the construction, operation, or management of the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property, (e) any dispute between and/or among Grantee and any contractor(s) or subcontractor(s) concerning the payment of or failure to pay for labor or materials in connection with the construction, operation, or management of the Parking Lot Property or the Movie Theater Property; and (f) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, negligence, or intentional act of Grantee or its agents, employees, operators, contractors, or subcontractors, to the extent caused by the construction, operation, or management of the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property; provided, however, that Grantee need not indemnify or save harmless Grantor from any such lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, or expenses arising out or to the extent caused by the gross negligence or intentional misconduct of Grantor, its officers, directors, or agents or by the breach of this Easement by Grantor. The indemnity required hereunder shall not be limited by reason of any insurance held by Grantee. Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor. This indemnification by Grantee shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, omission, negligence, or intentional act of Grantee or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of constructing, operating, or managing the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property as referred to in this Easement, regardless of whether or not insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Grantee shall immediately notify Grantor of any and all claims filed against Grantee or Grantee and Grantor jointly and shall provide Grantor with a copy of the same. The fact that Grantee carries out any activities under this Easement through independent contractors shall not constitute an avoidance of, or defense to, Grantee's duty of defense and indemnification under this Section 6.

7. No Limitation of Remedies. The rights and remedies contained in this Easement are reserved to the parties hereto, their successors and assigns, except as otherwise provided in this Easement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.

8. No Waiver. A waiver by any of the parties hereto of any breach(es) or default(s) of any party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor is it a waiver of or permission, expressed or implied, for any subsequent breach or default. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence in such delay or omission.

9. Liability Insurance. Grantee shall, at its sole expense, maintain or cause to be maintained, acceptable comprehensive general commercial liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be

occasioned by the use of the easements created herein by the other party hereto or by its Permittees. Each insurance policy shall name Grantor and UMB Bank, N.A., as trustee of the 2021 Bonds, as an additional insured.

10. General Provisions.

10.1 Headings. The headings in this Easement are used as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Easement or in any way affect its terms.

10.2 Severability. If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

10.3 Governing Law. This Easement shall be construed according to and governed by the laws of the state of Missouri.

10.4 Counterparts. This Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

10.4 No Agency or Partnership. Nothing in this Easement, or any acts of the parties pursuant hereto, shall be deemed by the parties, or by any third person, to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties, and no provision of this Easement is intended to create or constitute any person a third party beneficiary hereof with respect to having any right to sue for the enforcement of this Easement.

10.5 Recordation. This document shall be recorded in the official land records of Newton County, Missouri.

[Remainder of page left blank intentionally. Signatures on following pages.]

IN WITNESS WHEREOF, this Easement has been executed the day and year first above written.

GRANTOR:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,
a Missouri political subdivision and community improvement district

By: _____
Giltner B. Stevens, Chair

ATTEST:

By: _____
Becky Ziegler, Records Custodian

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, in and for said state, personally appeared Giltner B. Stevens, Chair of the 32nd Street Place Community Improvement District, a Missouri political subdivision and community improvement district, known to me to be the person who executed the within instrument on behalf of said community improvement district and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said community improvement district, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said community improvement district.

_____
Notary Public

My Commission Expires:

_____

GRANTEE:

32ND STREET ENTERTAINMENT, LLC
a Nebraska limited liability company

By: March 13, 2013, LLC,
a Nebraska limited liability company
Its: Manager

By: _____
Drew Snyder, Manager

STATE OF NEBRAKSA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, in and for said state, personally appeared Drew Snyder, Manager of March 13, 2013, LLC, a Nebraska limited liability company, Manager of 32nd Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability companies and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said limited liability companies, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said limited liability companies.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARKING LOT PROPERTY

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF MOVIE THEATER PROPERTY

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-119 Agreement and Work Authorization with Olsson for professional engineering services for the Main Street Streetscape 8th to 15th Street project.

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-119; Agreement and Work Authorization; Scoring Summary, Location Map

REVIEWED BY
Director of Public Works: Daniel Johnson; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project.

BACKGROUND
Starting in 2006 the City of Joplin began improving the Main Street corridor from 1st Street to 8th Street with Streetscape Enhancement projects that were completed in 2011. In 2014, the City utilized CDBG-DR (Disaster Recovery) funds to improve Main Street from 15th Street to 32nd Street with Streetscape Enhancements. This project was completed and closed out in 2020.

In 2017 the City utilized Federal Grant Funds administered through the Missouri Highways and Transportation Commission Federal Aid Program Agreement for the design of a Main Street Enhancements project from 11th Street to 15th Street. These plans were completed and delivered to the City in 2019.

In 2022 the City successfully applied for Community Project Funding (CPF) grant funds which will be administered through the Department of Housing and Urban Development. These grant funds in the amount of $3 million will be used in conjunction with City funds to improve Main Street from 8th Street to 15th Street.

A Request for Qualifications (RFQ) to provide professional engineering services for the Main Street Streetscape 8th to 15th Street project was advertised on February 11th, with Statements of Qualifications from interested consultants due on March 7th. The City received two qualification statements which were reviewed and scored by a team of City staff comprised of Public Works and Planning, Development, and Neighborhood Services personnel. Based on the scoring, it was determined that Olsson was qualified to provide the requested services. A scoping meeting was held with Olsson to determine the scope of work to be included in this agreement. The fees submitted by Olsson have been reviewed by City Staff and found to be within industry standards.

FUNDING SOURCE
Infrastructure Improvements Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2023-119 ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

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

ATTEST: Douglas W. Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Improvements Fund to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OLSSON Address: 1027 S MAIN ST, SUITE 503 JOPLIN, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Cory Clark, Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	Main Street Streetscape - 8th ST to 15th ST	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer.

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

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

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

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

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

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

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

Date: _____

Engineer: OLSSON

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 05/25/2023

Engineer: OLSSON

By: _____

Printed Name: Cory Clark

Title: Transportation Practice Leader

Date: 05/25/2023

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S Main St, Suite 503 Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Cory Clark Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	Main Street Streetscape – 8th Street to 15th Street	

WORK AUTHORIZATION NUMBER OLS-MAIN23-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-MAIN23-01 exceed the sum of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One Dollars ($863,731).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 05/25/2023

Engineer: Olsson, Inc.

By: _____

Printed Name: Cory Clark

Title: Transportation Practice Leader

Date: 05/25/2023

City of Joplin, Missouri

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

Date: _____

Project Name/Description Main Street (8th to 15th)
Consultant Olsson

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
   (environmental assessment has been completed by the City and is not included in basic services)

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

Each invoice must have a cover sheet which summarizes the contract's overall status, showing the following content:

- *original amount; net additions; revised total contract amount; previously invoiced amount; current payment due; balance to finish;*
- *Engineer may choose to utilize the City's or the AIA's Certification for Payment document, or similar approved document.*

Within the pages of the invoice, the Engineer must also include the following information, grouped by project phase or task:

- *For each Staff: name, along with hours worked by date*
- *Sub-totals, as appropriate*

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey
All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners
All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the

Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility

for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information

given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner,

based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing."

Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or

advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

Main Street Streetscape (8th to 15th Street)

The following Clarifications of Services, Assumptions, and Exclusions further define Work Authorization Number OLS-MAIN23-01.

A. Clarification of Services

The following provides further clarification of services that are included in the scope of services document, by specifically describing more specific tasks that are or are not included and by providing specific quantities to define scope where appropriate.

Phase 100 – Project Management

- The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 18 meetings.
- The Consultant will attend 1 open house style public meeting(s). The Consultant will prepare a strip map and to be used at the public meeting and may be shown to the general public, used in media, be presented to various groups, and/or be used to aid in ROW and construction easement negotiations.
- The Consultant will attend 1 council meeting to provide updates to council members. Consultant will prepare PowerPoint presentation to be used as part of this presentation.
- The Consultant will provide railroad coordination. This will include setting up and attending 2 diagnostic meetings and providing construction drawings to railroad.

Phase 200 – Survey Services

- Topo Survey – Olsson will review the previously conducted survey of the area from 11th to 15th street for consistency and inclusion in the project. Olsson will collect Topographic Survey data for the additional area as indicated in orange on the attached exhibit. Improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, existing visible utilities and underground utilities as located by Missouri One-Call system. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and Horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey Foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.
- Boundary Survey – Consultant will collect boundary information sufficient for preparing and writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and Horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey Foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- The Consultant will prepare easement documents. One Easement document consists of a description and a sketch. The preparation of easement documents will be prepared, if necessary. The Consultant's fee for preparation of these documents will be $500.00 per Easement document. Consultant assumes 56 parcels for document preparation. An additional 21 easement documents were previously completed and will be used for acquisition.
- Title commitment will be provided by the City.
- GIS Deliverables – after project construction has completed the Consultant shall provide As-Built drawings in electronic format for import into the City's GIS utility mapping

Phase 300 – Preliminary Plans

- 30% Design Plans will update and continue the previously completed design drawings for Main Street between 11th ST and 15th ST, construction plans will be developed based on local, AASHTO and MODOT design standards, as applicable. Plans from 11th to 15th will be updated to latest format and provide pavement rehabilitation limits.

  The Engineer shall prepare a total project Opinion of Probable Cost including the engineering, Right-of-Way, Construction and Construction Engineering.

  A site visit with City staff will take place as preliminary design begins.

  The 30% Design Plans and deliverables will include:

  - Title Sheet
  - Typical Sections
  - General Notes Sheet
  - Survey Control and Alignment Data Sheet
  - Demolition Plan
  - Roadway Plan and Profile Sheets
  - Storm Drainage Layout
  - Traffic Layout
  - Preliminary Right-of-Way Plans
  - Special Sheets
  - Cross Sections at Critical Locations
  - Engineer's Preliminary Cost Estimate
  - Design Memorandum

Phase 400 – Utility Coordination

- The Consultant will be responsible for contacting and coordinating with utility companies. This will include developing pot hole plans as needed, incorporating utility adjustments into plans, and providing utility clearance letter.

Phase 500 – Right-of-Way Plans

- 60% Design Plans – This task will be to take the design plans from 30% to 60% complete. The Right-of-way plans with this project will include roadway plans, landscape plans, driveway plans and grading plans that could affect right-of-way or easements.
- The Consultant will produce a set of right-of-way plans a right-of-way plans will aerial super imposed in the background to be used during acquisition.
- The Consultant will be responsible for negotiation activity which will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. Consultant will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiation activity has ceased, and the Consultant will request directions on how to proceed from the City of Joplin.
- Condemnation services are excluded. For condemnation purposes the Consultant charges a rate of $130.00 per hour for court appearances, attorney conferences, and preparation of court exhibits. These shall be considered Additional Services.
- It is assumed that 77 parcels will be impacted. 56 new parcels and 21 previous parcels. Impacts are assumed to be limited to temporary construction easement acquisition.
- 2 appraisals are included in this scope.
- The 60% Design Plans and deliverables will include:
    - Title Sheet
    - Typical Sections
    - General Notes Sheet
    - Survey Control and Alignment Data Sheet
    - Demolition Plan
    - Right-of-Way Plan
    - Roadway Plan and Profile Sheets
    - Storm Drainage Layout
    - Intersection Sheets
    - ADA Curb Ramp Details
    - Traffic Signal Sheets for Main and 9th ST
    - Traffic Signal Sheets for Main and 10th ST
    - Preliminary Landscape Plans
    - Driveway Details
    - Cross Sections at 25-foot Intervals
    - Engineer’s Cost Estimate
    - Right-of-Way Documents
    - Right-of-Way Tabulation Sheet

Phase 600 – Final Plans

- 90% Design Plans – This task will be to take the design plans from 60% to 90% complete. The Final design phase for this project will include final drawings, specifications and final bid documents.

- PS&E Plans – Upon incorporating the 90% review comments into the plan set and special provisions, Olsson will prepare and submit all drawings, special provisions and an updated total project opinion of probable cost to the city for the 100% PS&E submittal. Upon City acceptance of the PS&E Plans, Olsson shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.
- The Final Design Plans and deliverables will include:
  - Title Sheet
  - Typical Sections
  - General Notes Sheet
  - Quantity Tables Sheet
  - Survey Control and Alignment Data Sheet
  - Demolition Plan
  - Right-of-Way Plan
  - Roadway Plan and Profile Sheets
  - Storm Drainage Layout
  - Intersection Sheets
  - ADA Curb Ramp Details
  - Traffic Signal Sheets for Main and 9th ST
  - Traffic Signal Sheets for Main and 10th ST
  - Preliminary Landscape Plans
  - Driveway Details
  - Cross Sections at 25-foot Intervals
  - Engineer's Cost Estimate
  - Job Special Provisions
  - Project Bid Manual

Phase 700 – Bidding Services

- The Consultant will assist with advertising construction bid, attend pre-bid meeting and answer questions throughout the bidding process.

Phase 800 – Construction Services

- The Consultant will provide field observations and testing, project length is assumed to be 8 months.

B. Assumptions

- Fees can be shifted between phases and tasks.
- The City will issue notice to proceed after Council Approval
- City will provide title search
- Plans will be combined into one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the City
- Utility relocation shall be completed by the respective utility company.

- The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updated the SWPPP. Furthermore the contractor shall be responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMP"S as set for in the SWPPP to meet all applicable city, state and federal laws.
- It is assumed that 18 pay request will be processed.
- Construction phase services for this agreement shall be limited to 8 months. The total contract time is approximately 24 months.
- Change order shall be considered additional services beyond as included fee of $10,000.
- RFI responses shall be considered additional services beyond as included fee of $10,000.
- Evaluation of or Equal items shall be considered additional services beyond an included fee of $3,000.
- Progress Meeting shall be held monthly.
- It is anticipated that a project engineer will be onsite for 6 hours per week for 34 weeks.
- Construction Observations:
    - we have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month period. Should the project be timed in a manner requiring Olsson to provide observation and testing personnel for more than 10 months, a supplemental agreement will be required.
    - Fees are based on one construction observer 40 hours per week for 34 weeks. Overtime could require a supplemental agreement.

C. **Exclusions**

- Traffic Study and signal warrants
- Right-of-Way monumentation
- Storm modeling
- Geotechnical boring is excluded, pavement cores are excluded.
- Coal shoot closure design
- Structural review of adjacent buildings
- Environmental Review
- Any service not specifically detailed in the scope.

D. **Payment**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Exhibit A; with a total compensation ceiling of $863,731 as set forth in Work Authorization Number OLS-MAIN23-01 Main Street Streetscape (8th ST to 15th ST) to the Agreement for Professional Engineering Consulting Services, with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Task 100 – Project Management	$44,620
Task 200 – Survey	$80,200
Task 300 – Preliminary Plans	$70,160
Task 400 – Utility Coordination	$10,850
Task 500 – Right of Way Plans	$216,285
Task 600 – Final Plans	$116,380
Task 700 – Bidding Phase	$12,960
Task 800 – Construction Phase	$281,140
Task 900 – Post Construction Phase	$24,200
Expenses	$6,936
Total Estimated Maximum Fee	$863,731

Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson 2023 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$254.00
Project Professional	$104.00	-	$237.00
Assistant Professional	$71.00	-	$173.00
Designer	$90.00	-	$210.00
CAD Operator	$59.00	-	$133.00
Survey	$56.00	-	$181.00
Construction Services	$49.00	-	$254.00
Administrative/Clerical	$47.00	-	$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.655/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Main Street Streetscape 8th to 15th RFQ Scoring

	Max Score	Scorer	Olsson	CJW
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	19	18
		2	19	18
		3	18	18
		Subtotal	**18.67**	**18**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	20	18
		2	19	17
		3	20	16
		Subtotal	**19.67**	**17**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	20	20
		2	18	18
		3	20	18
		Subtotal	**19.33**	**18.67**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38	36
		2	37	35
		3	38	36
		Subtotal	**37.67**	**35.67**
		Score	**95.33**	**89.33**

Main Street - Streetscaping
8th Street - 15th Street

