JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
MONDAY, JUNE 16, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Public Works Department Update

      Documents:

      2025 PW UPDATE PRESENTATION.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Shawnya Fisher Requested To Speak On City Ordinance On Having A Shed On An Otherwise Empty Lot In The City Of Joplin.

   2. Christopher Jones Requested To Speak On Emergency Management

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-523
      AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District; and containing an

emergency clause.

Documents:

CB 2025-523 SUMMARY REMOVAL OF PROPERTY FROM THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-523 ORDINANCE APPROVING REMOVAL OF PROPERTY FROM THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-523 EXHIBIT A PETITION TO REMOVE PROPERTY FROM SPORTS FACILITY CID.PDF

3. COUNCIL BILL NO. 2025-524
AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

Documents:

CB 2025-524 SUMMARY ADDITION OF PROPERTY TO THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-524 ORDINANCE APPROVING ADDITION OF PROPERTY TO THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-524 EXHIBIT A PETITION TO ADD PROPERTY TO SPORTS FACILITY CID.PDF

8. Consent Agenda

1. COUNCIL BILL NO. 2025-109
AN ORDINANCE approving the issuance of a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-109.PDF

2. COUNCIL BILL NO. 2025-124
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-124.PDF

3. COUNCIL BILL NO. 2025-270
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 1148 S Pennsylvania Ave, Joplin, Jasper County, Missouri.

Documents:

CB2025-270.PDF

9. Resolutions

1. RESOLUTION NO. 2025-008
Resolution No. 2025-008 – Extending the "Proposition Action Implementation and Oversight Committee".

Documents:

COJ PROP ACTION COMMITTEE SUMMARY SHEET 6-16-25.PDF
RS. 2025-008.PDF
UPDATE ON ACTION PLANS - JUNE 2025.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-523
AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

Documents:

CB 2025-523 SUMMARY REMOVAL OF PROPERTY FROM THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-523 ORDINANCE APPROVING REMOVAL OF PROPERTY FROM THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-523 EXHIBIT A PETITION TO REMOVE PROPERTY FROM SPORTS FACILITY CID.PDF

2. COUNCIL BILL NO. 2025-524
AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

Documents:

CB 2025-524 SUMMARY ADDITION OF PROPERTY TO THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-524 ORDINANCE APPROVING ADDITION OF PROPERTY TO THE JOPLIN SPORTS FACILITY CID.PDF
CB 2025-524 EXHIBIT A PETITION TO ADD PROPERTY TO SPORTS FACILITY CID.PDF

3. COUNCIL BILL NO. 2025-525
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Brigitte Morales, for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2025-525 SUMMARY LAND SALE 916 JACKSON AVE.PDF
CB 2025-525 LAND SALE ORDINANCE 916 JACKSON AVE.PDF
CB 2025-525 EXHIBIT A REAL ESTATE CONTRACT 916 JACKSON AVE.PDF
CB 2025-525 MAP OF 916 JACKSON AVE.PDF
CB 2025-525 BID TAB 916 JACKSON AVE.PDF

4. COUNCIL BILL NO. 2025-526
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Masada Contracting LLC., for the sale of one parcel located at 1210 Iowa Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2025-526 SUMMARY LAND SALE 1210 IOWA AVE.PDF
CB 2025-526 LAND SALE ORDINANCE 1210 IOWA AVE.PDF
CB 2025-526 EXHIBIT A REAL ESTATE CONTRACT 1210 IOWA AVE.PDF
CB 2025-526 MAP OF 1210 IOWA AVE.PDF
CB 2025-526 BID TAB 1210 IOWA AVE.PDF

5. COUNCIL BILL NO. 2025-527
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

Documents:

CB 2025-527 SUMMARY BUDGET AMENDMENT.PDF
CB 2025-527 BUDGET AMENDMENT ORDINANCE .PDF
CB 2025-527 SCHEDULE A BUDGET AMENDMENT.PDF

6. COUNCIL BILL NO. 2025-612
AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Mental Health and Wellness; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY ITEM 2025-612 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT DOJ GRANT.PDF
O-COPS-2025-172386 LEMHWA.PDF
COUNCIL BILL 2025-612 COPS . DOJ GRANT LE WELLNESS.PDF

7. COUNCIL BILL NO. 2025-613
AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Crisis response and de-escalation enhancement; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

O-COPS-2025-172387.PDF
SUMMARY ITEM 2025-613 ENHANCING DE-ESCALATION AND CRISIS RESPONSE DOJ GRANT.PDF
COUNCIL BILL 2025-613 COPS . DOJ GRANT CRISIS RESPONSE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2024-125
AN ORDINANCE approving the City of Joplin to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-125 CITY HALL ELEVATOR MODERNIZATION SUMMARY SHEET.PDF
CB2025-125 CITY HALL ELEVATOR MODERNIZATION ORDINANCE.PDF
CB2025-125 - CITY HALL ELEVATOR MODERNIZATION AGREEMENT - SUNRISE ELEVATOR.PDF
CB2025-125 CITY HALL ELEVATOR MODERNIZATION BID SUMMARY.PDF
CB2025-125 CITY HALL ELEVATOR MODERNIZATION RECOMMENDATION LETTER -.PDF

2. COUNCIL BILL NO. 2025-127
AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-127 OLD WILLOW BRANCH RED (OLSSON) AMENDMENT 1 SUMMARY.PDF
CB2025-127 OLD WILLOW BRANCH RED AMENDMENT 1 (OLSSON) ORDINANCE.PDF
CB2025-127 OLD WILLOW BRANCH RED AMENDMENT 1-OLSSON OLS-WIL-03.PDF
CB2025-127 OLD WILLOW BRANCH RED LOCATION MAP OLSSON OWB AMENDMENT 1.PDF

3. COUNCIL BILL NO. 2025-128
   AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-128GRAND FALLS TRAIL WORK AUTHORIZATION SUMMARY SHEET.PDF
   CB2025-128 GRAND FALLS TRAIL WORK AUTHORIZATION ORDINANCE.PDF
   CB2025-128 25.06.05_GRAND FALLS_OLS-OC22-02_AMD 1.PDF

12. Ordinances - Second Reading And Third Reading

1. AMENDED COUNCIL BILL NO. 2025-003
   AN ORDINANCE amending Chapter 82 - Offenses and Miscellaneous Provisions, Section 82-191 – Unlawful Use of Weapons; Exceptions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

   Documents:

   AMENDED COUNCIL BILL NO. 2025-003 SUMMARY SHEET.PDF
   AMENDED CB 2025-003 AMENDED URBAN HUNTING ORDINANCE.PDF

13. Unfinished Business

14. New Business

cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 12th day of June 2025 (RSMo 610.020)

PUBLIC WORKS 2025 Update



Joplin Regional Airport





Staff are settling into the new ARFF/SRE building with Runway 13/31 Rehab and Passenger loading bridges coming soon!

Street & Stormwater





Preparation for paving program-asphalt repairs. Equipment Purchased-Long Arm Mower and tractor, Compact Grader. Ongoing Programs-Leaf Pickup, Tar Pot, Potholes, Weed eating and mowing ditches. For 5 Snow Events we used 25,000 Gallons of anti-ice and 800 tons of salt. Street Sweeper miles swept 3,300 miles.

Sanitary Sewer Maintenance





In FY 25, we responded to 110 trouble calls, Approximate 6,000 City utility locates performed, 108 manholes adjusted for asphalt project.

Wastewater Treatment Plants





2024 processed wastewater totals: Turkey Creek plant 3.5 *Billion* gallons, Shoal Creek plant 2.35 *billion* gallons.

We have developed our own in-house wastewater operator training program led by City staff that prepares trainees to test for a Class D wastewater license. We also offer continuing education opportunities consisting of a Biochemical Oxygen Demand class.

Facilities







Replaced old galvanized domestic water lines at the Justice Center.
Updated all electrical main service equipment, wiring and sub-panels at the Justice Center.
Replaced 30-year-old Trane chiller with a Multistack Modular chiller.
Elevator modernizations at City Hall planned for this Summer.
Replacement of 29-year-old chiller at City Hall with new Multistack unit is underway.

Transit





The Trolley relaunched 2-2025, 8,331 riders served to date and climbing daily.
Transit Service Hours were increased.
MAPS ridership reached a 29- month high of 4,184 for April!
New transit software is providing an improved experience for all stakeholders.
Our flag ship "Big Trolley" is coming back to the streets this fall.

Solid Waste/Recycling



Monthly average of recycled material this year (2025) has been 41.3 tons. Yearly average is 500+ tons.
Shred event on April 12 collected 6,568 pounds of paper.
The annual tire drop off event is scheduled for June 6.
Hosted a group of homeschooled children and their parents for a field trip at the beginning of April.

2025 TIRE DROP OFF



Engineering





New Right of Way Section is fully staffed! One Infrastructure Project Coordinator position and the new Plans Reviewer position have been filled. Engineering is incorporating new Assest Management software and exploring project bidding & management software. Completing school dropoff/pickup observations in coordination with the School District to help improve safety & traffic flow.

Questions?

PUBLIC HEARING PROCEDURES

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

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

2. Approach the podium and state your name 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
Council Bill 2025-523 – Approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-523 Ordinance; Exhibit "A" Petition to Remove Property From the Joplin Sports Facility Community Improvement District

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 Remove Property From the Joplin Sports Facility Community Improvement District ("District") for the area generally described as approximately 5.87 acres located in the southeast quadrant of the intersection of Rangeline Road and East 12th Street with a street address of 3012 East 12th Street.

BACKGROUND
This Council Bill relates to a request from a property owner to be removed from the boundaries of the District. The property owner is Herrman Lumber. Earlier this year when the City Council held the public hearing on the establishment of the District, Herrman Lumber objected to being included in the District. They explained that while Lowes, Home Depot, and Sutherland's were also included in the District, the nature of their business was fundamentally different from those big box home improvement stores. They indicated that they primarily sell building materials to contractors and builders based on bids or estimates for packages prior to getting approval for a project. They view their competitors in Joplin as Meeks and Ridout Lumber rather than the big box home improvement stores and they were concerned that being included in the District and being subject to its 1 cent sales tax would put them at a competitive disadvantage. After hearing their concerns, the Council asked the Developer to work with them to resolve the issue. The Developer's discussions with them resulted in a Petition to remove them from the District.

The CID Act allows for removal of property from the District by ordinance approved by the City Council. A written request was submitted to the District pursuant to Section 67.1441, RSMo, by a Herrman Realty Company d/b/a Herrman Lumber Co. in the form of a Petition to Remove Property from the Joplin Sports Facility Community Improvement District describing the property to be removed from the District. The statute provides that property may be removed from the District by ordinance provided that the Board of Directors of the District consents to the removal of the property and that the District can meet its obligations without the revenues generated by or on the property proposed to be removed. The Board of Directors of the District reviewed the request in the Petition,

determined that the District can meet its obligations without the revenue generated by the Property, and adopted Resolution 2025-05 on May 9, 2025, providing its consent to the removal. The Petition was then filed with the City Clerk who verified that the Petition substantially complied with the CID Act, submitted the Petition to the City Council and set the date of the public hearing with all proper notice being given.

As previously noted, one of the requirements that must be met before property can be removed from the District is that the District can meet its obligations without the revenues generated by or on the property proposed to be removed. City staff and the District's Board of Directors have reviewed this requirement and concluded that given the current status of the project including the fact that the District is not currently collecting any revenues from the property and has not yet issued any debt, removal of the property will not prevent the District from meeting its obligations without the revenues from the property to be removed from the District.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis due to the effective date of the sales tax on July 1, 2025.

COUNCIL BILL NO. 2025-523 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

WHEREAS, by Ordinance No. 2025-017, adopted February 3, 2025 (the "Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq*., RSMo (the "Act"), the City Council of the City of Joplin, Missouri (the "City Council") approved the Petition for Establishment of the Joplin Sports Facility Community Improvement District, thereby creating the Joplin Sports Facility Community Improvement District (the "District"); and

WHEREAS, a written request was submitted to the District pursuant to Section 67.1441, RSMo, by a real property owner in the District (the "Property Owner"), in the form of a Petition to Remove Property from the Joplin Sports Facility Community Improvement District, attached hereto as Exhibit A (the "Petition"), said real property as described in the Petition (the "Property"); and

WHEREAS, Section 67.1441, RSMo, provides that real property may be removed from the District by ordinance adopted by the City Council provided that the Board of Directors of the District consents to the removal of such property and that the District can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

WHEREAS, the Board of Directors of the District reviewed the request in the Petition for removal of the Property from the District, determined that the District can meet its obligations without the revenue generated by the Property, and adopted Resolution 2025-05 on May 9, 2025, providing its consent to the removal; and

WHEREAS, on May 13, 2025, the Petition of the Property Owner for removal of the Property was filed with the City Clerk stating the request that the City Council remove the Property and amend the boundaries of the District; 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 Act or other applicable law; and

WHEREAS, the signature of the signer of the Petition was not withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, on June 2, 2025, the City Council held a public hearing at which all persons interested in the Petition to remove the Property from the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition to remove the Property from the District.

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

Section 1. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 2. The City Council finds that in accordance with Section 67.1441, RSMo, the Board of Directors of the District has provided its consent to the removal of the Property from the District and that the District can meet its obligations without the revenues generated by or on the Property to be removed.

Section 3. As authorized by Section 67.1441, RSMo, the Property legally described in the Petition attached hereto as Exhibit A is hereby removed from the District and the boundaries of the District are hereby amended to reflect the removal of the Property.

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

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

Section 6. This Ordinance relating to the property included in a Community Improvement District assessing a 1% sales tax is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (5) and (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Remove Property From the Joplin Sports Facility Community Improvement District

[see attached]

PETITION TO THE
CITY OF JOPLIN, MISSOURI

TO REMOVE PROPERTY FROM THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

PETITION TO REMOVE PROPERTY FROM THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

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

The Joplin Sports Facility Community Improvement District ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 2025-017 on February 3, 2025 ("Formation Ordinance").

Herrman Realty Company, d/b/a Herrman Lumber Co. ("Herrman"), a Missouri corporation, a real property owner within the District, does hereby request the City Council of the City of Joplin, Missouri, remove the property ("Property") identified on Exhibit A from the District and amend the boundaries of the District. Herrman is the sole owner of the Property proposed to be removed from the District, as shown in Exhibit A. The Board of Directors have consented to the removal of the Property and have further determined that the District can meet its obligations without the revenue generated by the Property, all as set forth in the Board Resolution attached as Exhibit B.

This Petition is submitted this 30 day of April, 2025.

Herrman Realty Company
d/b/a Herrman Lumber Co.

By: _____

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

STATE OF Missouri)
) ss.
COUNTY OF Greene)

On this 1st day of April, 2025, before me, the undersigned Notary Public, in and for said state, personally appeared Danny Burk, COO of Herrman Realty Company d/b/a Herrman Lumber Co., known to me to be the person described in and who executed the within instrument in behalf of said corporation, and acknowledged to me that he/she executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and he/she acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

Notary Public:

MOLLY SHERMAN
Notary Public - Notary Seal
Greene County - State of Missouri
Commission Number 24223383
My Commission Expires Nov 5, 2028

My commission expires:

11/5/28

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("CID Act"), I, _____, City Clerk of the City of Joplin, Missouri, state the following:

1. A petition to remove property from the Joplin Sports Facility Community Improvement District was filed with the City Clerk on _____, 2025.

2. I have reviewed the petition and have determined on _____, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.

3. On _____ _____, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date _____, 2025

_____

City Clerk, City of Joplin, Missouri

EXHIBIT A

Property to be Removed From the District - Map and Legal Description

OWN

Engineering beyond.™

EXHIBIT "A"

HERRMAN LUMBER CO. REMOVAL DESCRIPTION

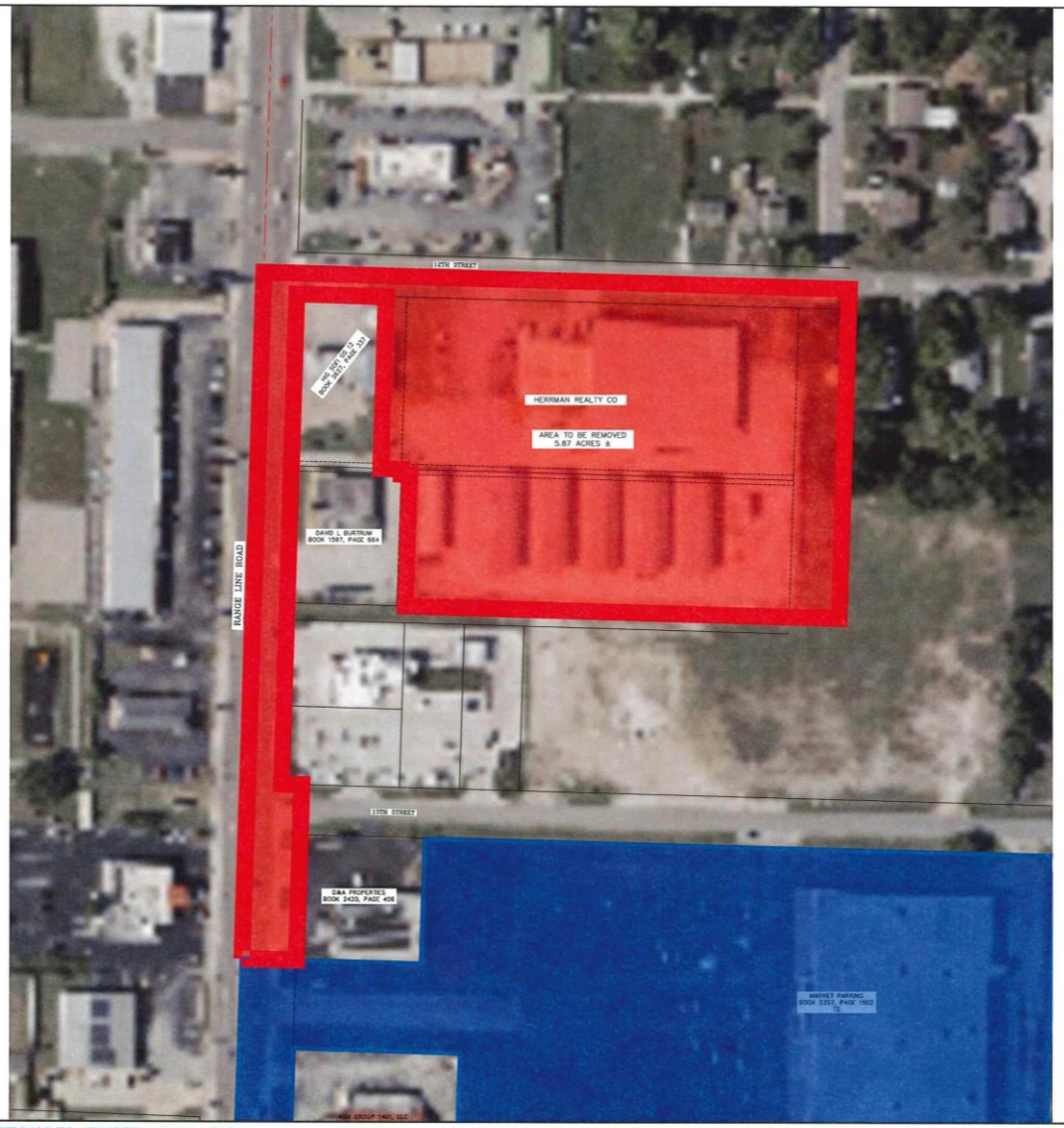
ALL THAT PART OF THE WEST HALF OF SECTION 7 IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST,

443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 410.68 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST,

240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST

LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 728.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE NORTH 01°44'19" EAST, 822.56 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'47" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE NORTH 88°32'37" WEST, 65.30 FEET TO THE POINT OF BEGINNING. CONTAINING 5.87 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.



GRAPHIC SCALE

60 0 30 60

(IN FEET)

1 inch = 60 ft.

LEGEND

AREA TO BE REMOVED FROM JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

OWN

Engineering beyond.℠

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID REMOVAL EXHIBIT MAP FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "A"

RANGE LINE ROAD
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/23/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA: 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7663

SHEET NUMBER

1/1

34054/72524; 4918-7038-8019, v. 1

EXHIBIT B

Resolution of the Board of Directors of the
Joplin Sports Facility Community Improvement District

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-524 – Approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-524 Ordinance; Exhibit "A" Petition to Add Property to the Joplin Sports Facility Community Improvement District

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 Add Property to the Joplin Sports Facility Community Improvement District ("District") for areas totaling approximately 68.3 acres generally located east and south of the existing District boundaries.

BACKGROUND
This Council Bill relates to a petition submitted by property owners requesting that properties be added to the boundaries of the District. The properties proposed to be added include Autotronics at 2700 Davis Boulevard; Menards at 3317 South Geneva Avenue; BKD at 3129 Hammons Boulevard; The Boulevard Apartments at 3311 Hammons Boulevard; and a strip shopping center at 3323 East 32nd Street. The proposed addition of these properties was prompted in part by the Council previously expressing its desire to the Developer that there be a level playing field for all of the big box home improvement stores with regard to being included in the District and all being subject to the same CID sales tax.

The CID Act allows for the addition of property to the District by ordinance approved by the City Council. A written request was submitted to the District pursuant to Section 67.1441, RSMo, of the CID Act in the form of a Petition to Add Property to the Joplin Sports Facility Community Improvement District describing the property to be added to the District. In accordance with the requirements in the CID Act, the Petition was executed by (1) real property owners of record owning more than fifty percent (50%) of real property proposed to be annexed into the District, and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District. The CID Act also requires that in order to add property to the District, the Board of Directors of the District must consent to the addition of the property. The Board of Directors of the District reviewed the request in the Petition and adopted Resolution 2025-06 on May 9, 2025, providing its consent to the addition of the properties. The Petition was then filed with the City Clerk who verified that the Petition

substantially complied with the CID Act, submitted the Petition to the City Council and set the date of the public hearing with all proper notice being given.

City staff has reviewed the Petition and believes that the addition of the properties is consistent with the Council's expressed desire for a level playing field for all of the big box home improvement stores with regard to being included in the District and all being subject to the same CID sales tax. Upon approval of this Council Bill, the properties will be added to the District boundaries and will become subject to the CID sales tax providing additional revenues to help fund costs associated with the construction of the Sports Facility.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis due to the effective date of the sales tax on July 1, 2025.

COUNCIL BILL NO. 2025-524 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

WHEREAS, by Ordinance No. 2025-017, adopted February 3, 2025 (the "Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq*., RSMo (the "Act"), the City Council of the City of Joplin, Missouri (the "City Council") approved the Petition for Establishment of the Joplin Sports Facility Community Improvement District, thereby creating the Joplin Sports Facility Community Improvement District (the "District"); and

WHEREAS, a written request was submitted to the District pursuant to Section 67.1441, RSMo, in the form of a Petition to Add Property to the Joplin Sports Facility Community Improvement District (the "Petition") by (1) real property owners of record owning more than fifty percent (50%) of real property proposed to be annexed into the District, and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District, said real property as described in the Petition (the "Property"); and

WHEREAS, Section 67.1441, RSMo, provides that real property may be added to the District by ordinance adopted by the City Council provided that the Board of Directors of the District consents to the addition of such property; and

WHEREAS, the Board of Directors of the District reviewed the request in the Petition for the addition of the Property to the District and adopted Resolution 2025-06 on May 9, 2025, providing its consent to the addition; and

WHEREAS, on May 13, 2025, the Petition for the addition of the Property was filed with the City Clerk stating the request that the City Council add the Property and amend the boundaries of the District; 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 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, on June 2, 2025, the City Council held a public hearing at which all persons interested in the Petition to add the Property to the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition to add the Property to the District.

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

Section 1. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 2. The City Council finds that in accordance with Section 67.1441, RSMo, the Board of Directors of the District has provided its consent to the addition of the Property from the District.

Section 3. As authorized by Section 67.1441, RSMo, the Property legally described in the Petition attached hereto as Exhibit A is hereby added to the District and the boundaries of the District are hereby amended to reflect the addition of the Property.

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

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

Section 6. This Ordinance relating to the property included in a Community Improvement District assessing a 1% sales tax is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (5) and (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Add Property to the Joplin Sports Facility Community Improvement District

[see attached]

PETITION TO THE
CITY OF JOPLIN, MISSOURI

TO ADD PROPERTY TO THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ADD PROPERTY TO THE
JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

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

> The Joplin Sports Facility Community Improvement District ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 2025-017 on February 3, 2025 ("Formation Ordinance").

The undersigned petitioners ("Petitioners") (i) being owners of record owning more than fifty percent (50%) by assessed value of real property within the boundaries of the property proposed to be annexed into the District, and (2) comprising more than fifty percent 50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District, do hereby petition and request the City Council **add property** to the District pursuant to Section 67.1441 R.S.Mo, as further described in this Petition.

A. Boundaries, Legal Description and Map of District. The Map of the area to be annexed is attached as Exhibit A and is all within the corporate boundaries of the City. The Legal Description of the area to be annexed is attached as Exhibit B. The Map of the District, including the annexed area is attached as Exhibit C. The Legal Description of the new District boundaries is attached as Exhibit D.

B. Name of the District. No change, see Formation Petition.

C. Five-Year Plan. No change, see Formation Petition.

D. District Type. No change, see Formation Petition.

E. District Governance, Number of Directors. No change, see Formation Petition.

F. Board of Directors. No change, see Formation Petition.

G. Total Assessed Value. The estimated total assessed value of the property to be annexed is $9,630,280.00. Parcel ownership and assessed value of the property to be annexed is set forth in Exhibit E.

H. Determination of Blight. The Property is adjacent to the District and share substantially similar characteristic as the remainder of the District area that was found to be blighted area in the Formation Ordinance.

I. Proposal Length of Time. No change, see Formation Petition.

J. Proposed Method of Financing. No change, see Formation Petition.

K. Sales Tax. No change, see Formation Petition. Sales tax authorized by Formation Petition and Formation Ordinance shall apply to the additional property.

L. Maximum Rate of Business Licenses and Real Property Taxes. No change, see Formation Petition

M. Special Assessments. No change, see Formation Petition.

N. Limitations on Borrowing Capacity. No change, see Formation Petition.

O. Limitation on Revenue Generation. No change, see Formation Petition.

P. Other Limitations on District Powers. No change, see Formation Petition.

Q. Audit. No change, see Formation Petition.

R. Severability/Exhibits. No change, see Formation Petition.

S. Request to Establish District. No change, see Formation Petition.

T. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

U. Consent of the Board of Directors. Consent of the Board of Directors approving the amendment of the District's boundaries by adding the Property is necessary under the Act. A copy of the District's resolution consenting to and approving the annexation of the Property is attached as Exhibit F.

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("CID Act"), I, _____, City Clerk of the City of Joplin, Missouri, state the following:

1. A petition to add property to the Joplin Sports Facility Community Improvement District was filed with the City Clerk on _____, 2025.

2. I have reviewed the petition and have determined on _____, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.

3. On _____ _____, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date _____, 2025

_____

City Clerk, City of Joplin, Missouri

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN, LLC**
DBA (if any): _____
Property Address: 3129 Hammons (Newton)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of Woodsonia Joplin, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **04-4.0-19-000-000-005.007**
Assessed Value: **$226,910.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of Woodsonia Joplin, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Natalie Wordekemper
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN, LLC**
DBA (if any): _____
Property Address: 3323 E 32nd St (Jasper)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of Woodsonia Joplin, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20-4.0-18-00-000-047.000**
Assessed Value: **$107,330.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of Woodsonia Joplin, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN APARTMENTS, LLC**
DBA (if any): _____
Property Address: 3311 Hammons (Newton)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of March 13, 2013, LLC, which is the Manager of Woodsonia Joplin Apartments, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **04-4.0-19-000-000-005.019**
Assessed Value: **$4,411,430.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of March 13, 2013, LLC, which is the Manager of Woodsonia JoplinApartments, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, as Manager of ~~March 13, 2013, LLC~~, the Manager of Woodsonia Joplin Apartments, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Natalie Wordekemper
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Autotronics, Inc.**
DBA (if any): Autotronics
Property Addresses: 2700 Davis Blvd., Joplin, MO 64804
Owner's telephone number: 417-781-1812
Owner's mailing address: 2700 David Blvd., Joplin, MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Julia L. Womack
State basis of legal authority to sign: Missouri OWNER
Signer's telephone number: 417-529-7537
Signer's mailing address: 2611 S. Reinmiller Rd

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:	**1)**	**20-4.0-18-00-000-054.000**
	2)	**20-4.0-18-00-000-052.000**
Assessed Value:	**1)**	**$53,750.00**
	2)	**$139,180.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 04/30/2015

Signature: Julia L. Womack
Name: Julia Womack
Title: President

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 30th day of April, 2025, before me, a Notary Public in and for the County and State aforesaid, came Julia Womack, the Owner of Autotronics, Inc. ("Company"), who executed the within instrument on behalf of the Trust and he/she duly acknowledged the execution of the same to be the act and deed of the Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Grant Michael Lewis
NOTARY PUBLIC

My Commission Expires: 2/28/28

GRANT MICHAEL LEWIS
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 24341439
My Commission Expires Feb 28, 2028

EXHIBIT A

Map of the Area to be Annexed

GRID

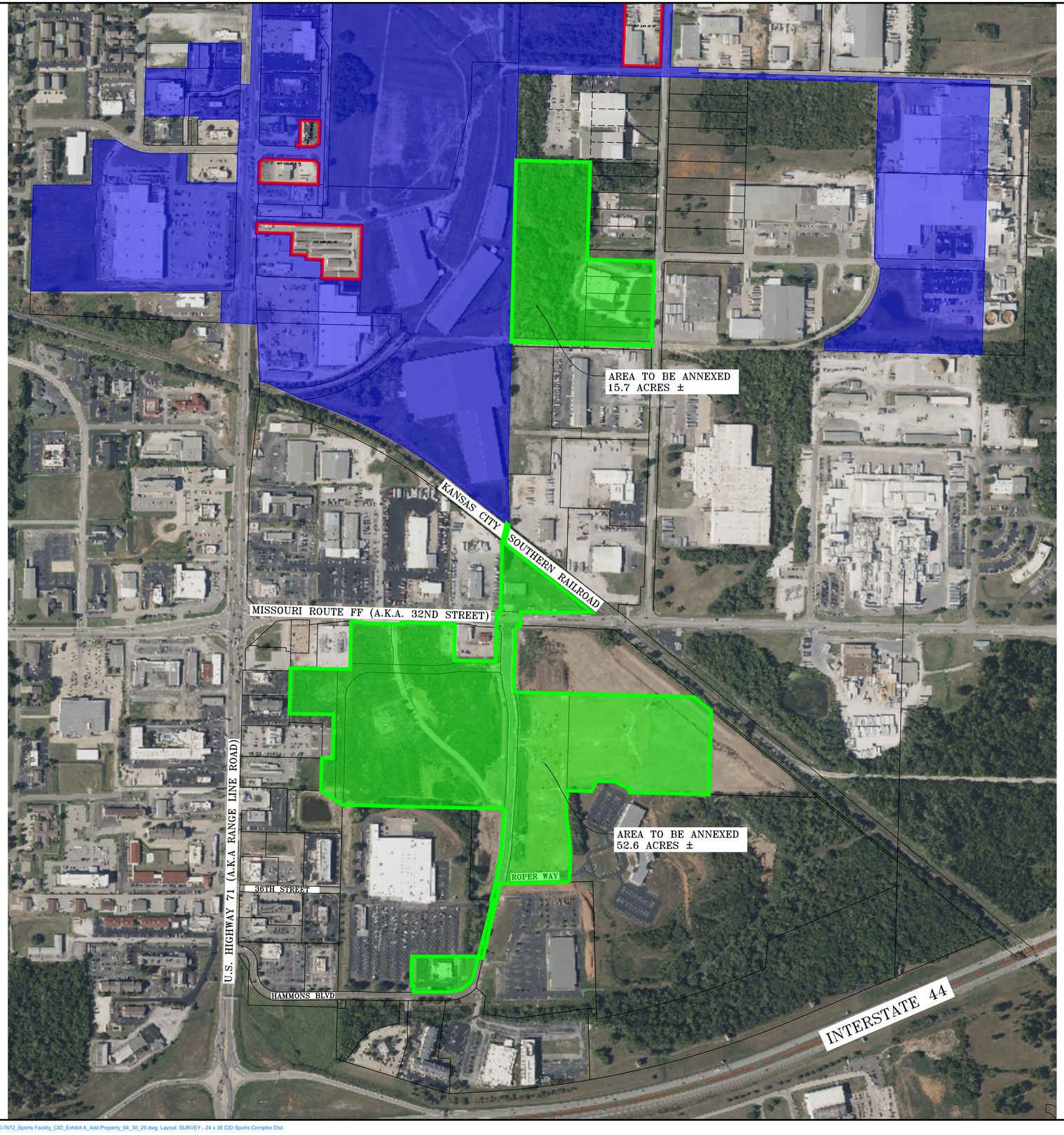
GRAPHIC SCALE

300 0 150 300

(IN FEET)
1 inch = 300 ft.

LEGEND

JOPLIN SPORTS FACILITY CID ANNEXATION BOUNDARY



OWN
Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "A" ANNEXATION

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/30/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri
Engineering Corporation
COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7672

SHEET NUMBER

1/1

EXHIBIT B

Legal Description of Area to be Annexed

EXHIBIT “B”

JOPLIN SPORTS FACILITY CID ADDITIONAL LANDS TO BE ANNEXED DESCRIPTION:

PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF

LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'11" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'16" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 473.07 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 01°32'22" EAST, 18.92 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 63°14'47" WEST, 102.99 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 106.34 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 26°45'28" WEST, 69.39 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 147.57 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 01°33'15" WEST, 156.64 FEET; THENCE CONTINUING ALONG SAID TRACT 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.54 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 88°28'19" WEST, 410.59 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT

OF WAY SOUTH 13°12'29" WEST, 455.96 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°57'58" WEST, 29.13 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 4 CALLS: SOUTH 14°15'17" WEST, 130.34 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 212.47 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 3521; THENCE ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 03°10'42" EAST, 36.74 FEET; THENCE SOUTH 89°24'30" WEST, 11.46 FEET; THENCE NORTH 02°09'04" WEST, 88.46 FEET; THENCE NORTH 03°10'42" EAST, 89.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°57'58" EAST, 397.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 6 CALLS: NORTH 14°15'17" EAST, 349.70 FEET; THENCE NORTH 88°33'40" WEST, 9.73 FEET; THENCE NORTH 13°43'05" EAST, 106.96 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'16" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT AND A TRACT OF LAND DESCRIBED IN BOOK 348, PAGE 12652 NORTH 88°35'18" WEST, 968.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 348, PAGE 12652 SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 1°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACT DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES

AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 289.68 FEET TO A POINT ON THE SOUTH RIGHT OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 5 CALLS: SOUTH 88°28'48" EAST, 0.43 FEET; THENCE SOUTH 82°13'30" EAST, 94.87 FEET; THENCE SOUTH 88°23'02" EAST, 213.58 FEET; THENCE NORTH 01°39'16" EAST, 10.69 FEET; THENCE SOUTH 88°28'48" EAST, 313.27 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°35'33" WEST, 217.96 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 51°41'10" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED

IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193, BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET TO A POINT ON THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 1289, PAGE 2193; THENCE ALONG SAID WEST LINE NORTH 01°30'08" EAST, 1086.97 FEET TO THE POINT OF BEGINNING. CONTAINING 68.3 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT C

Map of district
Including Annexed Property

GRID

GRAPHIC SCALE

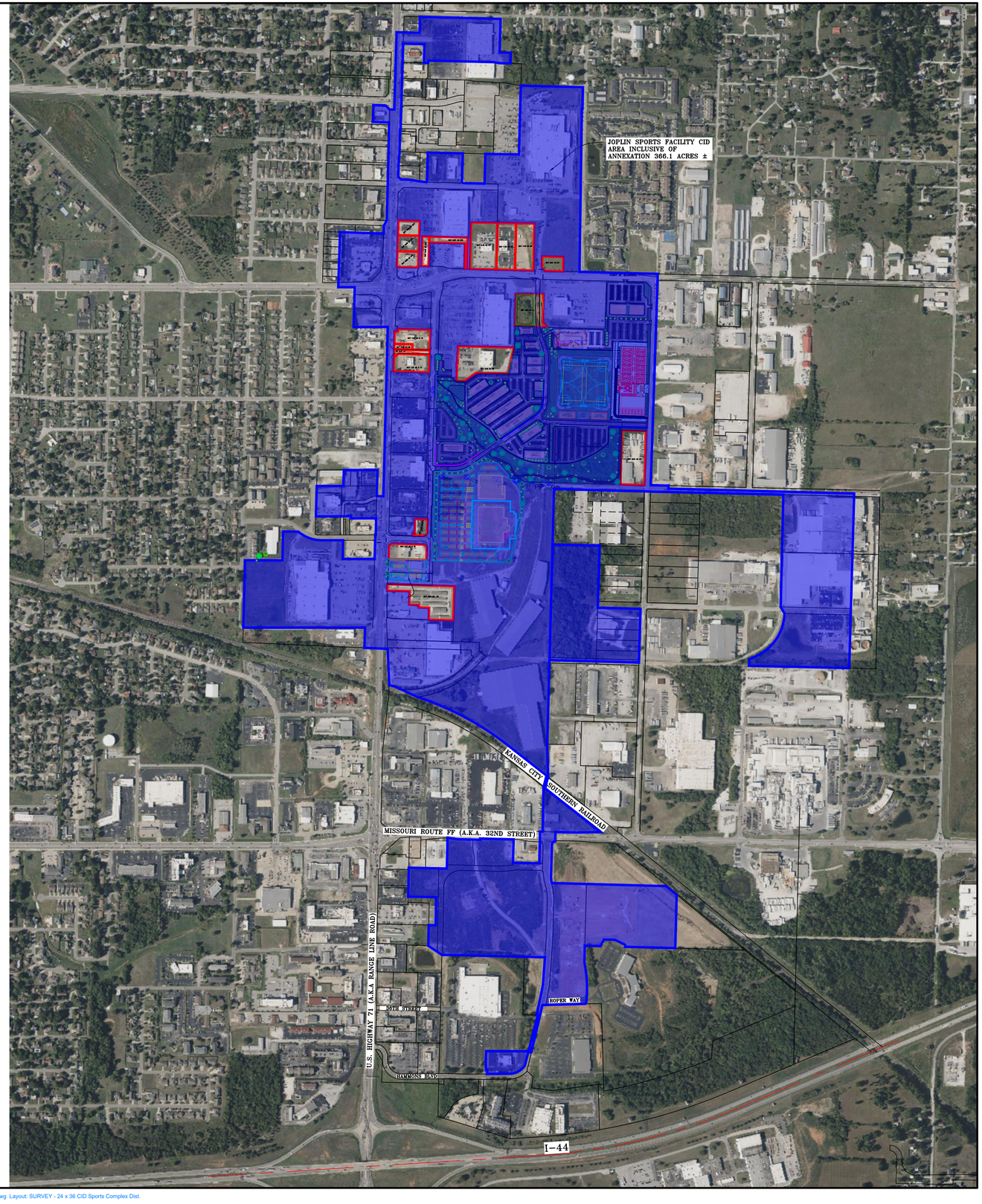
500 0 250 500

(IN FEET)
1 inch = 500 ft.

LEGEND

JOPLIN SPORTS FACILITY CID BOUNDARY

JOPLIN SPORTS FACILITY CID EXCEPTIONS



OWN

Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "C" OVERALL WITH ANNEXATION

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/30/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri
Engineering Corporation
COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7673

SHEET NUMBER

1/1

EXHIBIT D

Legal Description of the District
Including Annexed Property

EXHIBIT “D”

JOPLIN SPORTS FACILITY CID DESCRIPTION AFTER ADDING ADDITIONAL LAND:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A

TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'11" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'16" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 473.07 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 01°32'22" EAST, 18.92 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 63°14'47" WEST, 102.99 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 106.34 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 26°45'28" WEST, 69.39 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 147.57 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 01°33'15" WEST, 156.64 FEET; THENCE CONTINUING ALONG SAID TRACT 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.54 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 88°28'19" WEST, 410.59 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 13°12'29" WEST, 455.96 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°57'58" WEST, 29.13 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 4 CALLS: SOUTH 14°15'17" WEST, 130.34 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 212.47 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 3521; THENCE ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 03°10'42" EAST, 36.74 FEET; THENCE SOUTH 89°24'30" WEST, 11.46 FEET; THENCE NORTH 02°09'04" WEST, 88.46 FEET; THENCE NORTH 03°10'42" EAST, 89.05 FEET TO THE NORTHWEST

CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°57'58" EAST, 397.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 6 CALLS: NORTH 14°15'17" EAST, 349.70 FEET; THENCE NORTH 88°33'40" WEST, 9.73 FEET; THENCE NORTH 13°43'05" EAST, 106.96 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'16" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT AND A TRACT OF LAND DESCRIBED IN BOOK 348, PAGE 12652 NORTH 88°35'18" WEST, 968.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 348, PAGE 12652 SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 1°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACT DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 289.68 FEET TO A POINT ON THE SOUTH RIGHT OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 5 CALLS: SOUTH 88°28'48" EAST, 0.43 FEET; THENCE SOUTH 82°13'30" EAST, 94.87 FEET; THENCE SOUTH 88°23'02" EAST, 213.58 FEET; THENCE NORTH 01°39'16" EAST, 10.69 FEET; THENCE SOUTH 88°28'48" EAST, 313.27 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°35'33" WEST, 217.96 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 390.68 FEET;

THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50

NORTH 01°35'32” EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55” EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 728.08 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°32'37" EAST, 65.30 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY OF RANGE LINE ROAD, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23

FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING

ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID L0T 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).
ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR 0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON

PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET, DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54 MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46 FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19

SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 366.1 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT F

Resolution of the Board of Directors of the
Joplin Sports Facility Community Improvement District

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-109 Issuance of Purchase Order to United Access for purchase and replacement of two wheelchair lifts on the large trolley with a budget amendment.

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Public Works-Transit

ATTACHMENTS
Council Bill 2025-109 Ordinance; Summary of Bids

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

SUMMARY
This Council Bill approves amending the budget for the issuance of a Purchase Order to United Access for the replacement of two (2) wheelchair lifts on the large Sunshine Lamp Trolley.

BACKGROUND
At the December 2, 2024, City Council meeting the Mayor announced the return of the Sunshine Lamp District Trolley Service. As part of the preparation for the relaunch, staff recognized the need to repair the largest trolley of our fleet to put it back into service. This trolley is currently out of service due to dual wheelchair lifts being non-functional and in need of repair or replacement. Before the large trolley can be put back into service, both wheelchair lifts must be operational to be ADA compliant.

With the cost of transportation, the repair and the future costs of maintenance being considered, staff explored all options. Staff contacted other transportation agencies and followed up with alternative manufacturers. Staff received evaluations for repairing the existing wheelchair lifts and found the trolley would possibly need to be transported to Florida to make the repairs/replacement due to the brand installed being served primarily on the east coast. The replacement was publicly bid on 4-19-2025. One bid was received from United Access in Springfield, Mo.

The budget is being amended to increase revenue in the amount of $44,402.00 and increase expenditures in the amount of $55,502.00. This item falls under the MAPS grant, which is an 80%/20% grant.

FUNDING SOURCE
This item includes a budget amendment.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-109 on first reading.

Bid Tabulation

Project: Wheelchair ramp

Date and Time 5/2/2025 2pm

Contractor:	Total Bid Amount:
United Access	$ 55,052.00

COUNCIL BILL NO. 2025-109 **ORDINANCE NO.**

AN ORDINANCE approving the issuance of a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this ordinance shall become effective.

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

Section 1. That a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley, be and the same is, hereby approved.

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

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Forty-Four Thousand Four Hundred Two Dollars and No Cents ($44,402.00) and by increasing appropriations by the total amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00).

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

Section 5. That upon its passage this Council Bill shall have an effective date of June 3, 2025.

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

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-124 Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the Zora Street Improvements Phase 2 project

MEETING DATE
June 2, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-124; Agreement; Location Map; Bid Summary; Bid Concurrence Letter

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road. In June 2023, the City entered into an agreement with the Missouri Highways and Transportation Commission for a Governor's Transportation Cost Share Agreement for grant funds in the amount of $4 million to be used for the construction costs for all 3 phases of the Zora Improvements project. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Zora Street Improvements Phase 2 project was advertised in the Joplin Globe on April 12th, 2025, and bids were received by the City on May 15, 2025. Four bids were received, with Emery Sapp and Sons Inc. selected as the lowest responsive bidder. The low bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 270 calendar days.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

Bid Summary

PROJECT: Zora Street Improvements Phase 2

DATE OF BID OPENING: May 15th, 2025

CONTRACTOR	BID
Emery Sapp & Sons, Inc.	$2,840,723.59
Asbell Excavating	$3,185,620.28
D&E Plumbing and Heating, Inc.	$3,364,332.95
Elements Construction Concepts	$3,691,994.00
Engineer's Estimate	**$4,835,541.50**

May 21, 2025

City of Joplin, Missouri
Rob Beachner
602 S Main
Joplin, MO 64801

Re: Concurrence in Award – Zora Street Widening
Zora Street Widening (Duquesne Road to MO 249)
MoDOT Governor's Cost Share Number SNS0014
Olsson Project #R17-0642

Dear Mr. Beachner,

We have reviewed the four bids received for the above-mentioned project. The low bidder being Emery Sapp & Sons, Inc. at $2,840,723.59.

The Engineer's estimate was $4,835,541.50.

All four bids received were below the engineer's estimate.

I recommend the City move forward with the low bidder Emery Sapp & Sons, Inc.

Please contact me if you have any questions or need additional information.

Sincerely,

Jonathan Peitz, P.E.
Project Manager

1027 S. Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **F** 417.781.4714 / **olsson.com**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Emery Sapp & Sons Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp & Sons, Inc. Address: 5350 E. State Hwy AA, Springfield, MO 65803	
Attention:		Attention: Chris Landwehr	
Department:		Phone: 417-833-9915	Fax: 417-833-9981
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Same as below*	

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:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

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 270 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, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

g. Notice. 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. 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 $2,840,723.59 (two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 dollars) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects.
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. 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 $3800.00 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. 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 two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 dollars ($2,840,723.59) 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. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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. 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. 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. 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: 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

_____
Daniel Johnson, P.E., Public Works Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Emery Sapp & Sons Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of, two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 DOLLARS ($2,840,723.59) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Emery Sapp & Sons Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of, two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 DOLLARS ($2,840,723.59) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

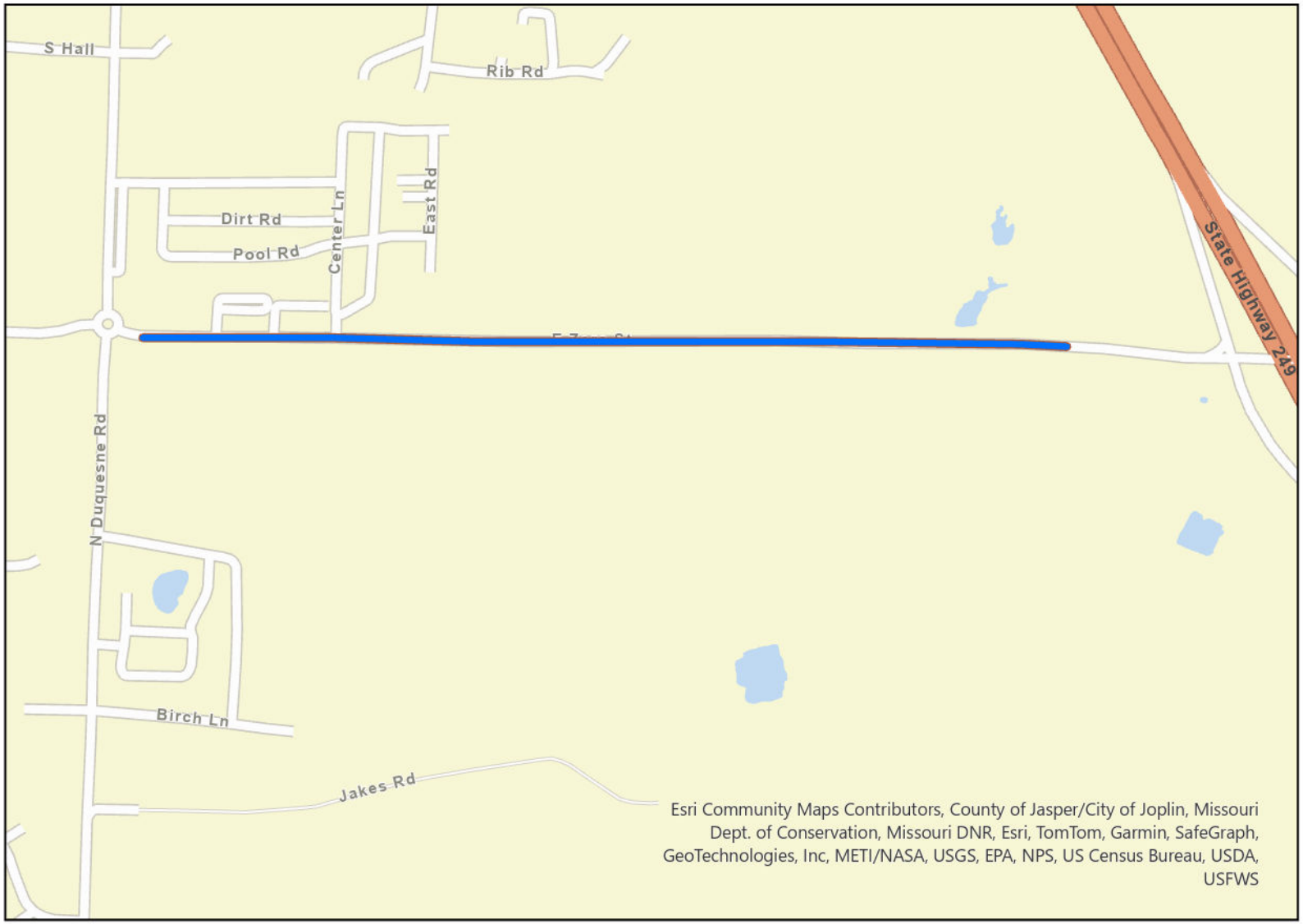
_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Zora Street Improvements Phase 2



Legend

Zora Phase 2

0 0.13 0.25 0.5 0.75 1 Miles

N
W E
S

COUNCIL BILL NO. 2025-124 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 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 Emery Sapp and Sons Inc.

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 from the Capital Improvement Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of June 17, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2025-124

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
016-25 – Rezoning

MEETING DATE:
June 2, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 016-25: 1148 S Pennsylvania Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Roy Shelvey

BACKGROUND:

The owner must rezone this property to close on a sale of the home. The use is legally non-conforming, and rezoning to R-3 will allow the use by right. R-3 is the highest and best use for this neighborhood, which currently includes a mix of residential housing types and neighborhood commercial uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Roy Shelvey of 2233 Benjamin Drive, Carthage, Missouri stated the request to rezone is due to wanting to sell the home. Mr. Shelvey stated that when he went to sell the home, he could not due to the home being zoned M-2 (Heavy Industrial). Mr. Shelvey stated that this zoning was missed when he bought the home since he used cash instead of a loan. Mr. Shelvey stated that the way the home is zoned, the bank would not provide the client with a loan because if there was more than 51 percent damage, the home would not be able to be rebuilt.
Ms. Phillips asked the applicant why he requested the zoning of R-3 (Multi-Family Residential).
Mr. Bellairs stated that the R-3 (Multi-Family Residential) request is due to the existing character of the neighborhood, which is not primarily a single-family residential area, due to the mixed housing types in the neighborhood. Mr. Bellairs stated that R-1 imposes more restrictive development regulations on adjacent properties, which could be considered a takings.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-270
Planning & Zoning Commission recommends approving Case 016-25 (5 in Favor, 0 Opposed, 2 Absent)

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

CASE 016-25: REZONING

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

Roy Shelvey of 2233 Benjamin Drive, Carthage, Missouri stated the request to rezone is due to wanting to sell the home. Mr. Shelvey stated that when he went to sell the home, he could not due to the home being zoned M-2 (Heavy Industrial). Mr. Shelvey stated that this zoning was missed when he bought the home since he used cash instead of a loan. Mr. Shelvey stated that the way the home is zoned, the bank would not provide the client with a loan because if there was more than 51 percent damage, the home would not be able to be rebuilt.

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

Ms. Phillips asked the applicant if there was damage to the home.

Mr. Shelvey stated that there is no damage to the home.

Mr. Bellairs stated that what Mr. Shelvey is referring to is the non-conforming status of a home in the Zoning Code.

Ms. Phillips asked the applicant why he requested the zoning of R-3 (Multi-Family Residential).

Mr. Bellairs stated that the R-3 (Multi-Family Residential) request is due to the existing character of the neighborhood, which is not primarily a single-family residential area, due to the mixed housing types in the neighborhood. Mr. Bellairs stated that R-1 imposes more restrictive development regulations on adjacent properties, which could be considered a takings.

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

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

MR. SPRUCE MADE A MOTION TO APPROVE CASE 016-25. THIS MOTION WAS SECONDED BY MRS. KLUE-MICHAEL. MOTION CARRIED. (5 IN FAVOR, 0 IN OPPOSITION, 2 ABSENT)

Z&P Meeting: May 12, 2025
City Council Meeting: June 2, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 016-25 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 1148 S Pennsylvania Ave

APPLICANT Roy Shelvey

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single-Family Home	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Commercial Garage/Shop	Commercial Garage/Shop	Single-Family Home	Service/Salon

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Pennsylvania	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this corridor as Retail Commercial. The existing neighborhood is mixed use, with a variety of residential housing types and neighborhood commercial uses.

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

Prior to modern industrial parks, industrial developments used to be common close to the railroad. Most of this neighborhood is legally non-conforming, with residences and commercial uses within an industrial zoning district. Rezoning this property will allow the existing single-family use by right.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This rezoning will not detrimentally affect nearby properties. Many of the surrounding properties are either single-family homes or commercial uses.

DISCUSSION

The owner must rezone this property to close on a sale of the home. The use is legally non-conforming, and rezoning to R-3 will allow the use by right. R-3 is the highest and best use for this neighborhood, which is mixed use.

Staff recommends approval of Case 016-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 016-25
Filing Fee: $600.00
Received: 3/12/25
Date Advertised:
Proj. No.: 25-026
Public Hearing Date: 5/12/25 P&Z
6/2/25 CC

Applicant: Roy Shelley Phone No.: (417) 313-2599
Address: 2233 Benjamin Dr Email: Shelrune107@gmail.com
Owner: Roy Shelley Phone No.:
Address: 2233 Benjamin Dr. Email:
Location of Property: 1148 S Penn
Present Use of Property: Single-Family Home
Proposed Use of Property: Single-Family Home
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	M-2
South	Home (Single-Family)	M-2
East	Shop	M-2
West	Parking Lot	M-2

Character of the Neighborhood: Mixed Use - Single family & Commercial

Relationship to Existing Zoning Pattern:

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

If yes, explain: Use is legally non-conforming - If more then 50% of appraised value is destroyed, will have to rezone to rebuild

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Pennsylvania Ave

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

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

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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

It is a house and in order to sell it needs to be zoned Residential.

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

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

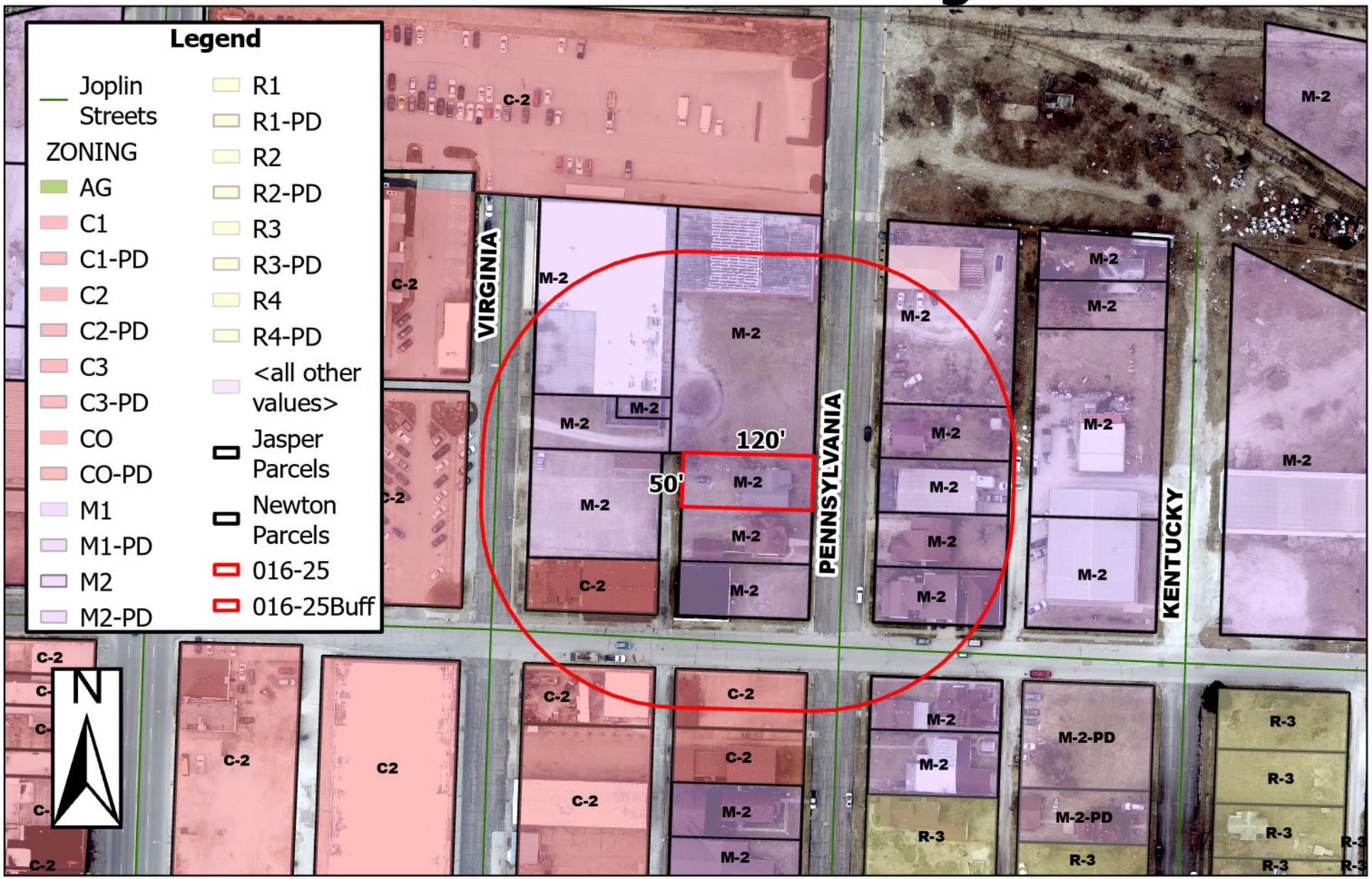
Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Ray D Shelby **Date:** 3-6-25

EXHIBIT "A" TO BUYER'S TITLE AFFIDAVIT

All of Lot Numbered Thirty (30) in J.C. Cox, Jr.'s First Addition to the City of Joplin, Jasper County, Missouri.

Case 016-25: Rezoning



1148 S Pennsylvania Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Roy Shelvey

P & Z Case 016-25
Roy Shelvey
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 1148 S Pennsylvania Ave, Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Thirty (30) in J.C. Cox, Jr's First Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2025-008 – Extending the "Proposition Action Implementation and Oversight Committee".

MEETING DATE
June 16, 2025

ORIGINATING DEPT
City Manager's Office

ATTACHMENTS
Resolution No. 2025-008; Action Plan Update Summary

REVIEWED BY
Finance Director: Leslie Haase; City Attorney: Peter Edwards; Asst City Manager: Tony Robyn

SUMMARY
This Resolution extends the Proposition Action Implementation and Oversight Committee.

BACKGROUND
The purpose of this resolution is to extend the oversight committee to June 1, 2027, in order to complete the remaining original Action Plans to help meet the City Council's Goals.

The Prop Action Committee typically meets once a month and follows the Sunshine policy for public meetings. While City staff implements the programs, the committee helps ensure the Action Plans are completed as promised and provide oversight of the use tax proceeds. This committee is charged with providing input and guidance on the implementation of the Action Plans and the related use tax funding.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2025-008

A RESOLUTION extending the "Proposition Action Implementation and Oversight Committee".

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

Section 1. That the purpose of the Proposition Action Implementation and Oversight Committee is to provide guidance with the implementation of the Action Plans adopted by the City Council. The Committee shall have thirteen (13) members and two (2) alternate members. The following persons are hereby appointed to the Committee.

Lisa Nelson	Rob O'Brian
Cleo Copeland	Dan Pekarek
Kim Cox	Mike Seibert
Dottie Murphy	Rhonda Thompson
CB Eastman	Jhan Hurn
Gloria Turner	Andrea Waggoner
Jim Scott	Travis Stephens (Alternate)
	Barbie Huff (Alternate)

Section 2. That this Committee is tasked and charged with the oversight of the implementation of the Action Plans adopted by the City Council.

Section 3. That this Committee shall provide accountability for how the Action Plans are carried out and ensure that the City is following the Action Plans as presented to the citizens of the City of Joplin in the passage of Proposition Action.

Section 4. That the City Council may elect to modify the number of members, the term and the charge of this Committee at any time by majority vote.

Section 5. That the Capital Oversight Committee shall be tasked with the financial oversight of the Use Tax and how the tax dollars are deployed.

Section 6. That the City Manager shall designate appropriate City staff to serve as liaisons to the Committee.

Section 7. This Committee shall terminate on June 1, 2027.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of June 2025 by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION

Action Plan	GOAL	STRATEGY	RANK	FUNDING SOURCE	STATUS
Reduce Number of Vacant & Dangerous Buildings	Address Declining Neighborhoods	Strategy - 6	1.1	General	New
Adequate Staffing	Reduce Crime & Increase Safety	Strategy - 15	1.2	Public Safety	New
Neighborhood Improvement Zone	Address Declining Neighborhoods	Strategy - 2	1.3	General	New
Review Building Codes	Improve Community Appearance	Strategy - 5	1.4	General	Partially in Progress
Fire Safety (Reduced Response Time)	Reduce Crime & Increase Safety	Strategy - 13	1.4	Public Safety	New
Housing Revitilization Plan	Address Declining Neighborhoods	Strategy - 1	1.5	General	Partially in Progress
Joplin Homeowners Assistance Program	Address Declining Neighborhoods	Strategy - 9	1.5	General	New
Rental Property Inspection & Permitting	Address Declining Neighborhoods	Strategy - 11	1.5	General	New
Positive Marketing of City	Increase Economic Development	Strategy - 3	1.5	General	New
Smart Cities	Increase Economic Development	Strategy - 4	1.5	General/TST/Grants	Partially in Progress
Maintain Private Properties	Address Homelessness	Strategy - 3	1.5	General	New
Traffic Safety	Reduce Crime & Increase Safety	Strategy - 2	1.5	Public Safety	New
Home Repair Program	Address Declining Neighborhoods	Strategy - 4	1.6	General	New
Review Signage Codes	Improve Community Appearance	Strategy - 4	1.7	General	Partially in Progress
Beautification Study	Improve Community Appearance	Strategy - 6	1.7	General	New
Downtown CID	Downtown Joplin Alliance	Strategy - 1	1.9	N/A	N/A
Training and Assistance	Reduce Crime & Increase Safety	Strategy - 3	2.0	Public Safety	New
Develop Phased Approach	Address Declining Neighborhoods	Strategy - 10	2.1	General/Public Safety	New
Adopt-A-Street	Improve Community Appearance	Strategy - 1	2.2	General	New
Donation Education	Address Homelessness	Strategy - 1	2.2	General	New
Business Accelerator Program	Downtown Joplin Alliance	Strategy - 2	2.2	N/A	N/A
Public Art Incentives	Improve Community Appearance	Strategy - 8	2.3	General	New
County Lot Transfer Program	Address Declining Neighborhoods	Strategy - 8	2.3	General	New
Analytics	Reduce Crime & Increase Safety	Strategy - 7	2.3	Public Safety	New
Museum and Cultural District	Resilient Revenue	Strategy - 2	2.3	N/A	N/A
Facilities	Reduce Crime & Increase Safety	Strategy - 9	2.5	General/Public Safety	Partially in Progress
Residence & Business of the Month	Improve Community Appearance	Strategy - 2	2.7	General	New
Limb Drop Off	Improve Community Appearance	Strategy - 9	2.8	TST	New

Key:
In Progress: No Additional Resources Required or Included in FY 2022 Budget
Partially In Progress: Some Additional Resources Required; Partially Complete with exisiting Resources
New: Yet to be Completed

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
Updated June 9, 2025

Action Plan	GOAL	STRATEGY	RANK	SOURCE	STATUS
Reduce Number of Vacant & Dangerous Buildings	Address Declining Neighborhoods	Strategy - 6	1.1	General	Partially In Progress
Update: Dangerous Building Inspector is hired. Demolitions are proceeding with additional funding. Vacant housing windshield survey completed for 2 census tracts. Additional staffing approved to fully implement in 2025/2026					
Neighborhood Improvement Zone	Address Declining Neighborhoods	Strategy - 2	1.3	General	In Progress
Update: New Supervisor and additional Officers have been hired. The team is actively working in census track neighborhood priority zones.					
Review Building Codes	Improve Community Appearance	Strategy - 5	1.4	General	Complete!
Update: Building/Property Maintenance Code review is complete. Recommendations and new property maintenance code adopted by City Council.					
Annexation	Increase Economic Development	Strategy - 1	1.4	General	In Progress
Update: Representatives for the City have been actively approaching property owners along the City's corporate limits to determine interest in annexation. Property must be contiguous to existing corporate limits and requires the delivery of sewer infrastructure. City has annexed two significant residential areas. Two large tracts near I-249 and 7th Street were recently annexed. Additional properties near Wildwood Ranch will be annexed soon per agreement. Land recently purchased by JIDA for a new industrial park will be annexed within the next few months. Additional areas identified and approaching landowners on 32nd Street and 7th					
Modernize Revenue Sources	Resilient Revenue	Strategy - 1	1.4	General	In Progress
Update: Use Tax and Marijuana Tax passed. Staff is continuing to identify further revenue diversification opportunities. Prop B renewal is next opportunity. Outside review of user fees is an additional opportunity.					
Review Zoning Codes	Improve Community Appearance	Strategy - 3	1.5	General	Complete!
Update: The new Zoning Code was adopted by the City Council on August 1, 2022 and became effective on August 2, 2022.					
Maintain City Properties	Address Homelessness	Strategy - 2	1.5	General	Partially In Progress
Update: Staff has created a city map of active/inactive, public/private illegal encampments. A GIS layer is complete and being regularly updated. Encampment cleaning procedure has been developed and line item budgeted. Cleaned public properties are incorporated into ongoing operations like recently completed 4th and Murphy, smaller encampments on park properties. Eight additional locations identified for abatement/enforcement. Large Maiden private property under disucssion.					
Homeless Service Provider Dialogue	Address Homelessness	Strategy - 4	1.5	General	In Progress
Update: City funded strategic plan completed 2024. Commission founding is complete, organization bylaws completed. Council funding approved for Commission. Position interviews currently underway 2025. Mental Health/Social Outreach CRU police officers in place with Ozark Center; MarCom video created. Fire Dept. Emergency Medical Outreach Support planned 2026.					
Housing Revitalization Plan	Address Declining Neighborhoods	Strategy - 1	1.5	General	In Progress
Update: Reimbursement for 11 demolitions and for the construction of 11 new homes have been completed. Another 9 properties are in construction or waiting for a the home to be sold before reimbursement is paid.					
Joplin Homeowners Assistance Program	Address Declining Neighborhoods	Strategy - 9	1.5	General	Complete!
Update: Program received State and City ARPA Grant Funding. $3,000,000 has been deployed for down payment and closing cost assistance.					
Rental Property Inspection & Permitting	Address Declining Neighborhoods	Strategy - 11	1.5	General	In Progress
Update: Full implementation of property maintenance code will occur in 2025. New project manager is researching other communities' rental licensing and inspection programs.					
Positive Marketing of City	Increase Economic Development	Strategy - 3	1.5	General	Partially In Progress
Update: Team is fully staffed. Department plan presented to Council in July 2024. Research phase of website redesign complete. Findings to be reported to council June 9 and letting RFP out for proposals by end of June 2025. Multiple communications efforts underway. Print newsletter has been redesigned to be more reader-friendly. Monthly email newsletters for community launched for November 2024. Monthly email newsletter for city staff also launched in November 2024. Video content plan developed and several episodes have been shared with the public, more coming. Expansion and coordination of social media activity in progress. Planning inaugural State of the Community Event to be held Jan 14, 2026 with videos and print publications. The department is in progress on development/drafting of policies and procedures, to launch monthly data reporting soon, in progress to begin developing marketing plans for each city department to assist in meeting their goals. Will seek to establish professional service contracts for supplemental publication design, video, and photography services where needed in order to achieve strategies to be identified for each department's marketing plan. Will also seek to get an ad buyer/placer under contract to assist with advertising spend for our various marketing campaigns. Content for marketing campaigns may be written and designed by MarCom staff or by contractors, but should be approved by the MarCom Director and the relevant department heads before applying any advertising spend.					
Smart Cities	Increase Economic Development	Strategy - 4	1.5	General/TST/Grants	In Progress
Update: Allo Broadband Agreement approved March 2024 and construction is currently underway.					
Maintain Private Properties	Address Homelessness	Strategy - 3	1.5	General	In Progress
Update: Properties are targeted through normal Code Enforcement operations. Large properties are addressed through correspondence, cleanup, in collaboration with Police and trespass affidavits.					
Home Repair Program	Address Declining Neighborhoods	Strategy - 4	1.6	General	In Progress
Update: Program received State and City ARPA Grant Funding. $2,000,000 was approved for home repairs. City signed an agreement in Aug. 2024 with ESC to help the city manage the program. ESC received over 125 applications. Over sixty inspections were performed. Twenty-four projects have been completed. Approximately $500,000 has been expended.					
Review Signage Codes	Improve Community Appearance	Strategy - 4	1.7	General	In Progress
Update: Sign Code review process has been outlined. Citizen Stakeholders Committee formed to assist with the review. Review will begin 2025.					
Beautification Study	Improve Community Appearance	Strategy - 6	1.7	General	In Progress
Update: Public Works infrastructure improvements now include beautification minimum standards. The next Comp Plan will include additional infrastructure guidelines.The first major beautification project at 4th and Murphy is currently underway. A standardized Tree Maintenance and Planting Policy is completed and Main Street Tree Replacement Project is complete. 10th and Main Project is under design. City limit signage replaced and banners program implemented with installs on Officer Jake Reed Memorial Bridge, Broadway/Langston Hughes, and in Murphysburg. Main Street 15th-32nd install is imminent, and Arts District Banners pending for B St.-1st and 7th and Main downtown gateways. Other areas being considered 2026.					
Operational Assessment	Increase Economic Development	Strategy - 2	1.8	General	Complete!
Update: Operational Assessment is complete. First recommendation advanced was to add 7 positions in Planning, Community Development and Building to address Action Plans, which is complete.					
Vacant Lot Inventory	Address Declining Neighborhoods	Strategy - 7	1.9	General	In Progress
Update: Position filled May 2024; Land Bank currently being updated. Surplus Property sales underway.					
Review Other City Codes	Address Declining Neighborhoods	Strategy - 3	2.1	General	In Progress
underway.					
Litigation Tools	Address Declining Neighborhoods	Strategy - 12	2.1	General	In Progress
Update: Legal position hired. Internal workgroup reviews high priority cases.					
Adopt-A-Street	Improve Community Appearance	Strategy - 1	2.2	General	Not Started
Update: Reviewing other city example programs and pilot areas.					
Donation Education	Address Homelessness	Strategy - 1	2.2	General	Partially Complete
Update: Signage finalized and deployed in September 2023 encouraging support to non-profit organizations. Leadership Team being organized and coordinating with strategic plan workgroups and Coalition partners. State did not approve full implementation of signage on MODOT ROW. Signage placed in Parks, on shelters, and facilities.					
Public Art Incentives	Improve Community Appearance	Strategy - 8	2.3	General	In Progress

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
Updated June 9, 2025

Action Plan	GOAL	STRATEGY	RANK	SOURCE	STATUS
Update: Coordinate a discussion with partners and area non-profits. RFP for 10th St. and Main St. underway and other locations considered. Discussed update to current beautification standards in Comprehensive Plan. Disucssion meetings scheduled summer 2025.					
County Lot Transfer Program	Address Declining Neighborhoods	Strategy - 8	2.3 General		In Progress
Update: Finance position hired; City is working with County on developing the transfer program parameters.					
Tenant Bill of Rights	Address Declining Neighborhoods	Strategy - 13	2.3 General		In Progress
Update: Creating new tenant informational brochure.					
Museum and Cultural District	Resilient Revenue	Strategy - 2	2.3 General		Not Started
Residence & Business of the Month	Improve Community Appearance	Strategy - 2	2.7 General		Not Started
Recruitment and Retention	Reduce Crime & Increase Safety	Strategy - 11	1.1 Public Safety		Partially In Progress
Update: A recruitment incentive program was created and approved by the City Council in June 2021. The program granted a $5,000 pay incentive to sworn police officers transferring to the Joplin Police Department. The program was updated to a $10,000 pay incentive effective April of 2022. Collective Bargaining five-year agreement has been adopted, improving pay and outlining the ability to retain Pension Plan employees, transitioning to LAGERS. There are currently 14 Officer positions unfilled. Currently 14 openings as of June 3, 2025.					
Adequate Staffing	Reduce Crime & Increase Safety	Strategy - 15	1.2 Public Safety		Partially In Progress
Update: Resource allocation study that identified potential improvements for PD's staffing and operations was completed and presented in March 2022. City is working to incorporate those findings into this action plan. The Police Department added one Sergeant and one Corporal position, along with a full-time Bailiff and a full-time Crime Analyst. The recommended authorized strength for the PD is now 132. Current authorized with two additional positions for Budget year 2025 is 115. Positions will be filled based on increased authorized strength as approved by city management. $10,000 hiring incentive implemented.					
Fire Safety (Reduced Response Time)	Reduce Crime & Increase Safety	Strategy - 13	1.4 Public Safety		In Progress
Update: Station 7 officially opened on February 1, 2024 and is staffed 24/7/365. The Use Tax provided us with 3 new Swing Captain positions that are utilized to maintain full staffing levels. The result of these changes initially is that we are providing a 4th person more often at Station 6, than in the past. However, we still are not in a position that we can guarantee a 4th person every day, as the Swing Captain position moves around to cover for leaves of absence. We are still actively working towards always having the 4th person on Engine 6. Collective Bargaining is in the beginning stages of a new contract development to improve wages and benefits.					
Community Outreach & Education	Reduce Crime & Increase Safety	Strategy - 1	1.4 Public Safety		In Progress
Update: Sgt. completed CPTED training April 2024. Current City Facilities are under review by Community Engagement personnel for CPTED.					
Drug Enforcement	Reduce Crime & Increase Safety	Strategy - 10	1.4 Public Safety		Complete!
Update: Leased vehicles have been obtained and funding has been provided. Funding has also been approved for the hiring of two additional police officer positions to staff a "Flex Platoon" which will focus on neighborhood level issues such as drugs, thefts, and other public nuisances. Those 2 positions have been filled internally.					
Traffic Safety	Reduce Crime & Increase Safety	Strategy - 2	1.5 Public Safety		Complete!
Update: HMV grant is ongoing to help with traffic safety and officers are receiving double time through the grant for special traffic enforcement details.					
Community Engagement	Reduce Crime & Increase Safety	Strategy - 4	1.5 Public Safety		Complete!
Update: Safe shopping Saturdays, The Beat Video Series, Coffee with the Chief, 3rd Thursday Bike Patrols, Kids Academy for Joplin Summer School Students, Citizens Police Academy, and Summer Block Parties.					
Police Visibility	Reduce Crime & Increase Safety	Strategy - 5	1.5 Public Safety		Complete!
Update: License Plate Readers have been purchased and installed in locations around town (12). Both Pole cameras have been purchased as well. New park facilities also incorporating LPR. As police staffing allows, bicycle officers will be deployed along the downtown business corridor to address public safety concerns and foster community outreach.					
Habitual Offender Identification	Reduce Crime & Increase Safety	Strategy - 8	1.7 Public Safety		Partially In Progress
Update: Working with Probation and Parole to identify offenders who have violated probation/parole. Also working with the US Attorney Western District Office to target gun and violent crime offenses.					
Technology	Reduce Crime & Increase Safety	Strategy - 6	1.8 Public Safety		In Progress
Update: Forensic Investigation Software has been purchased for FY2024 budget. One detective has been reassigned to be trained for this position as well (Year 2 of 3 for training). Drone has been purchased and is in service.					
Training and Assistance	Reduce Crime & Increase Safety	Strategy - 3	2.0 Public Safety		Complete!
Update: Full-time Bailiff position has been added and position is filled.					
Analytics	Reduce Crime & Increase Safety	Strategy - 7	2.3 Public Safety		Complete!
Update: Crime Analyst position was made full-time with the addition of an administrative assistant to help with CALEA. Both positions have been filled.					
Develop Phased Approach Rentals	Address Declining Neighborhoods	Strategy - 10	2.1 General/Public Safety		Not Started
Facilities	Reduce Crime & Increase Safety	Strategy - 9	2.5 General/Public Safety		Partially In Progress
Update: SFS, partnering with Corner Greer, has been engaged to complete the facilities assessment. The assessment has been completed and presented to City Council. Early facility maintenance priorities were identified with City Hall, Museum, Justice Center, and Central Garage Improvements underway and proposed. Advancing Museum HVAC and Central Garage upgrades. Justice Center plumbing, windows, sidewalks, and HVAC updates underway and overall facility renovation/replacement on hold. Funds have been allocated to engage the services of an architectural consultant to draw up plans for a new training building at the police firing range. Looking ahead to Recycling Center/Solid Waste Facility, intending grant funded support.					
Downtown CID	Downtown Joplin Alliance	Strategy - 1	1.9 N/A		N/A
Business Accelerator Program	Downtown Joplin Alliance	Strategy - 2	2.2 N/A		N/A
Park Security Position	Reduce Crime & Increase Safety	Strategy - 14	1.3 Parks/SW Sales Tax		Complete!
Update: We filled our 3rd Park Ranger position in February 2025. We have received their truck and waiting on it to be wrapped. Parks public hours are now completely covered, including an hour after close. Additonal needs will be evalutes as appropriate.					
Environmental Design of Public Properties	Reduce Crime & Increase Safety	Strategy - 12	2.2 Parks/SW Sales Tax		Partially in Progress
Update: Park Security Lighting has been included in the FY 2025 budget and initial system design initiated with Ewert Park rehabilitation. We are currently finishing the RFP for lighting and should be adverstised end of June 2025.					
City Properties Maintained	Address Declining Neighborhoods	Strategy - 5	1.5 TST/Parks/SW		Partially in Progress
Update: Park Maintenance Operations and Standards have been developed. Beautification positions were added to the FY 2023 budget. The positions have been filled. Beautification plans are being incorporated system-wide and a tree planting and maintenance policy was adopted.					
Complete Streets	Improve Community Appearance	Strategy - 7	1.3 TST/CIP		Complete!

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
Updated June 9, 2025

Action Plan	GOAL	STRATEGY	RANK	SOURCE	STATUS
Update: The City Council approved a complete streets ordinance in January 2022. This ordinance will help guide the design of future capital improvement projects.					
Limb Drop Off	Improve Community Appearance	Strategy - 9	2.8 TST		Complete!
Update: Frequency of drop off site access hours being increased. Signage being developed. Drop Gate replaced.					

Key:

Complete
In Progress: No Additional Resources Required or Included in FY 20265 Budget
Partially in Progress: Some Additional Resources Needed; Partially Complete with existing Resources
Not Started: Yet to be Started
Downtown Joplin Alliance Plans

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-523 – Approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-523 Ordinance; Exhibit "A" Petition to Remove Property From the Joplin Sports Facility Community Improvement District

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 Remove Property From the Joplin Sports Facility Community Improvement District ("District") for the area generally described as approximately 5.87 acres located in the southeast quadrant of the intersection of Rangeline Road and East 12th Street with a street address of 3012 East 12th Street.

BACKGROUND
This Council Bill relates to a request from a property owner to be removed from the boundaries of the District. The property owner is Herrman Lumber. Earlier this year when the City Council held the public hearing on the establishment of the District, Herrman Lumber objected to being included in the District. They explained that while Lowes, Home Depot, and Sutherland's were also included in the District, the nature of their business was fundamentally different from those big box home improvement stores. They indicated that they primarily sell building materials to contractors and builders based on bids or estimates for packages prior to getting approval for a project. They view their competitors in Joplin as Meeks and Ridout Lumber rather than the big box home improvement stores and they were concerned that being included in the District and being subject to its 1 cent sales tax would put them at a competitive disadvantage. After hearing their concerns, the Council asked the Developer to work with them to resolve the issue. The Developer's discussions with them resulted in a Petition to remove them from the District.

The CID Act allows for removal of property from the District by ordinance approved by the City Council. A written request was submitted to the District pursuant to Section 67.1441, RSMo, by a Herrman Realty Company d/b/a Herrman Lumber Co. in the form of a Petition to Remove Property from the Joplin Sports Facility Community Improvement District describing the property to be removed from the District. The statute provides that property may be removed from the District by ordinance provided that the Board of Directors of the District consents to the removal of the property and that the District can meet its obligations without the revenues generated by or on the property proposed to be removed. The Board of Directors of the District reviewed the request in the Petition,

determined that the District can meet its obligations without the revenue generated by the Property, and adopted Resolution 2025-05 on May 9, 2025, providing its consent to the removal. The Petition was then filed with the City Clerk who verified that the Petition substantially complied with the CID Act, submitted the Petition to the City Council and set the date of the public hearing with all proper notice being given.

As previously noted, one of the requirements that must be met before property can be removed from the District is that the District can meet its obligations without the revenues generated by or on the property proposed to be removed. City staff and the District's Board of Directors have reviewed this requirement and concluded that given the current status of the project including the fact that the District is not currently collecting any revenues from the property and has not yet issued any debt, removal of the property will not prevent the District from meeting its obligations without the revenues from the property to be removed from the District.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis due to the effective date of the sales tax on July 1, 2025.

COUNCIL BILL NO. 2025-523 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

WHEREAS, by Ordinance No. 2025-017, adopted February 3, 2025 (the "Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq*., RSMo (the "Act"), the City Council of the City of Joplin, Missouri (the "City Council") approved the Petition for Establishment of the Joplin Sports Facility Community Improvement District, thereby creating the Joplin Sports Facility Community Improvement District (the "District"); and

WHEREAS, a written request was submitted to the District pursuant to Section 67.1441, RSMo, by a real property owner in the District (the "Property Owner"), in the form of a Petition to Remove Property from the Joplin Sports Facility Community Improvement District, attached hereto as Exhibit A (the "Petition"), said real property as described in the Petition (the "Property"); and

WHEREAS, Section 67.1441, RSMo, provides that real property may be removed from the District by ordinance adopted by the City Council provided that the Board of Directors of the District consents to the removal of such property and that the District can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

WHEREAS, the Board of Directors of the District reviewed the request in the Petition for removal of the Property from the District, determined that the District can meet its obligations without the revenue generated by the Property, and adopted Resolution 2025-05 on May 9, 2025, providing its consent to the removal; and

WHEREAS, on May 13, 2025, the Petition of the Property Owner for removal of the Property was filed with the City Clerk stating the request that the City Council remove the Property and amend the boundaries of the District; 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 Act or other applicable law; and

WHEREAS, the signature of the signer of the Petition was not withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, on June 2, 2025, the City Council held a public hearing at which all persons interested in the Petition to remove the Property from the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition to remove the Property from the District.

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

Section 1. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 2. The City Council finds that in accordance with Section 67.1441, RSMo, the Board of Directors of the District has provided its consent to the removal of the Property from the District and that the District can meet its obligations without the revenues generated by or on the Property to be removed.

Section 3. As authorized by Section 67.1441, RSMo, the Property legally described in the Petition attached hereto as Exhibit A is hereby removed from the District and the boundaries of the District are hereby amended to reflect the removal of the Property.

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

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

Section 6. This Ordinance relating to the property included in a Community Improvement District assessing a 1% sales tax is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (5) and (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Remove Property From the Joplin Sports Facility Community Improvement District

[see attached]

PETITION TO THE
CITY OF JOPLIN, MISSOURI

TO REMOVE PROPERTY FROM THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

PETITION TO REMOVE PROPERTY FROM THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

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

The Joplin Sports Facility Community Improvement District ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 2025-017 on February 3, 2025 ("Formation Ordinance").

Herrman Realty Company, d/b/a Herrman Lumber Co. ("Herrman"), a Missouri corporation, a real property owner within the District, does hereby request the City Council of the City of Joplin, Missouri, remove the property ("Property") identified on Exhibit A from the District and amend the boundaries of the District. Herrman is the sole owner of the Property proposed to be removed from the District, as shown in Exhibit A. The Board of Directors have consented to the removal of the Property and have further determined that the District can meet its obligations without the revenue generated by the Property, all as set forth in the Board Resolution attached as Exhibit B.

This Petition is submitted this 30 day of April, 2025.

Herrman Realty Company
d/b/a Herrman Lumber Co.

By: _____

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

STATE OF Missouri)
) ss.
COUNTY OF Greene)

On this 1st day of April, 2025, before me, the undersigned Notary Public, in and for said state, personally appeared Danny Burk, COO of Herrman Realty Company d/b/a Herrman Lumber Co., known to me to be the person described in and who executed the within instrument in behalf of said corporation, and acknowledged to me that he/she executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and he/she acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

Notary Public:

MOLLY SHERMAN
Notary Public - Notary Seal
Greene County - State of Missouri
Commission Number 24223383
My Commission Expires Nov 5, 2028

My commission expires:

11/5/28

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("CID Act"), I, _____, City Clerk of the City of Joplin, Missouri, state the following:

1. A petition to remove property from the Joplin Sports Facility Community Improvement District was filed with the City Clerk on _____, 2025.

2. I have reviewed the petition and have determined on _____, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.

3. On _____ _____, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date _____, 2025

_____

City Clerk, City of Joplin, Missouri

EXHIBIT A

Property to be Removed From the District - Map and Legal Description

OWN

Engineering beyond.™

EXHIBIT "A"

HERRMAN LUMBER CO. REMOVAL DESCRIPTION

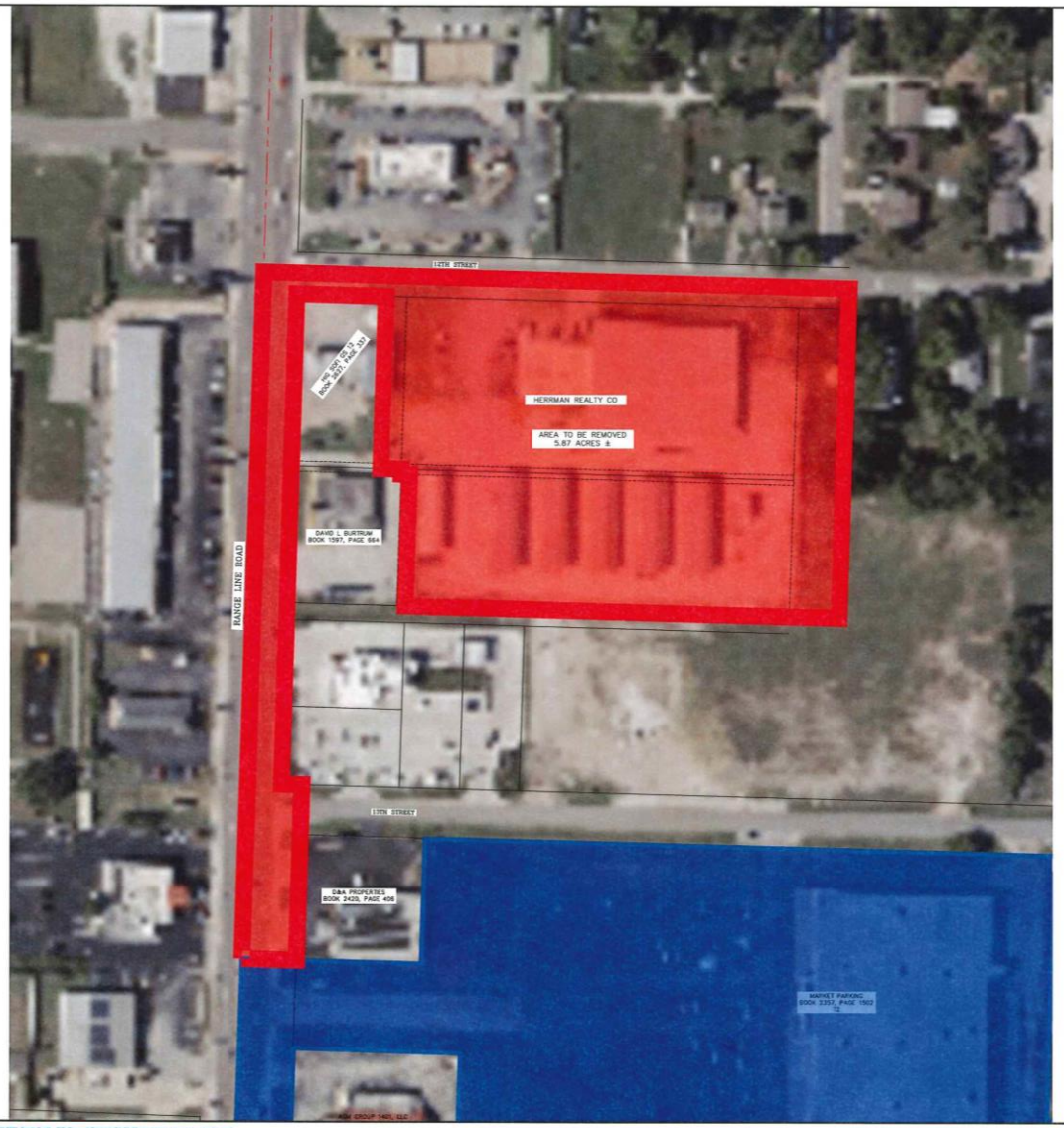
ALL THAT PART OF THE WEST HALF OF SECTION 7 IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST,

443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 410.68 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST,

240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST

LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 728.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE NORTH 01°44'19" EAST, 822.56 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'47" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE NORTH 88°32'37" WEST, 65.30 FEET TO THE POINT OF BEGINNING. CONTAINING 5.87 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.



GRAPHIC SCALE

60 0 30 60

(IN FEET)

1 inch = 60 ft.

LEGEND

AREA TO BE REMOVED FROM JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

OWN

Engineering beyond.℠

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID REMOVAL EXHIBIT MAP FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "A"

RANGE LINE ROAD
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/23/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA: 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7663

SHEET NUMBER

1/1

34054/72524; 4918-7038-8019, v. 1

EXHIBIT B

Resolution of the Board of Directors of the
Joplin Sports Facility Community Improvement District

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-524 – Approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-524 Ordinance; Exhibit "A" Petition to Add Property to the Joplin Sports Facility Community Improvement District

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 Add Property to the Joplin Sports Facility Community Improvement District ("District") for areas totaling approximately 68.3 acres generally located east and south of the existing District boundaries.

BACKGROUND
This Council Bill relates to a petition submitted by property owners requesting that properties be added to the boundaries of the District. The properties proposed to be added include Autotronics at 2700 Davis Boulevard; Menards at 3317 South Geneva Avenue; BKD at 3129 Hammons Boulevard; The Boulevard Apartments at 3311 Hammons Boulevard; and a strip shopping center at 3323 East 32nd Street. The proposed addition of these properties was prompted in part by the Council previously expressing its desire to the Developer that there be a level playing field for all of the big box home improvement stores with regard to being included in the District and all being subject to the same CID sales tax.

The CID Act allows for the addition of property to the District by ordinance approved by the City Council. A written request was submitted to the District pursuant to Section 67.1441, RSMo, of the CID Act in the form of a Petition to Add Property to the Joplin Sports Facility Community Improvement District describing the property to be added to the District. In accordance with the requirements in the CID Act, the Petition was executed by (1) real property owners of record owning more than fifty percent (50%) of real property proposed to be annexed into the District, and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District. The CID Act also requires that in order to add property to the District, the Board of Directors of the District must consent to the addition of the property. The Board of Directors of the District reviewed the request in the Petition and adopted Resolution 2025-06 on May 9, 2025, providing its consent to the addition of the properties. The Petition was then filed with the City Clerk who verified that the Petition

substantially complied with the CID Act, submitted the Petition to the City Council and set the date of the public hearing with all proper notice being given.

City staff has reviewed the Petition and believes that the addition of the properties is consistent with the Council's expressed desire for a level playing field for all of the big box home improvement stores with regard to being included in the District and all being subject to the same CID sales tax. Upon approval of this Council Bill, the properties will be added to the District boundaries and will become subject to the CID sales tax providing additional revenues to help fund costs associated with the construction of the Sports Facility.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis due to the effective date of the sales tax on July 1, 2025.

COUNCIL BILL NO. 2025-524 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District; and containing an emergency clause.

WHEREAS, by Ordinance No. 2025-017, adopted February 3, 2025 (the "Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq*., RSMo (the "Act"), the City Council of the City of Joplin, Missouri (the "City Council") approved the Petition for Establishment of the Joplin Sports Facility Community Improvement District, thereby creating the Joplin Sports Facility Community Improvement District (the "District"); and

WHEREAS, a written request was submitted to the District pursuant to Section 67.1441, RSMo, in the form of a Petition to Add Property to the Joplin Sports Facility Community Improvement District (the "Petition") by (1) real property owners of record owning more than fifty percent (50%) of real property proposed to be annexed into the District, and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District, said real property as described in the Petition (the "Property"); and

WHEREAS, Section 67.1441, RSMo, provides that real property may be added to the District by ordinance adopted by the City Council provided that the Board of Directors of the District consents to the addition of such property; and

WHEREAS, the Board of Directors of the District reviewed the request in the Petition for the addition of the Property to the District and adopted Resolution 2025-06 on May 9, 2025, providing its consent to the addition; and

WHEREAS, on May 13, 2025, the Petition for the addition of the Property was filed with the City Clerk stating the request that the City Council add the Property and amend the boundaries of the District; 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 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, on June 2, 2025, the City Council held a public hearing at which all persons interested in the Petition to add the Property to the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition to add the Property to the District.

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

Section 1. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 2. The City Council finds that in accordance with Section 67.1441, RSMo, the Board of Directors of the District has provided its consent to the addition of the Property from the District.

Section 3. As authorized by Section 67.1441, RSMo, the Property legally described in the Petition attached hereto as Exhibit A is hereby added to the District and the boundaries of the District are hereby amended to reflect the addition of the Property.

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

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

Section 6. This Ordinance relating to the property included in a Community Improvement District assessing a 1% sales tax is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (5) and (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Add Property to the Joplin Sports Facility Community Improvement District

[see attached]

PETITION TO THE
CITY OF JOPLIN, MISSOURI

TO ADD PROPERTY TO THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ADD PROPERTY TO THE
JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

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

> The Joplin Sports Facility Community Improvement District ("District") was formed by approval of the Petition for Formation of the District ("Formation Petition") through the adoption of Ordinance No. 2025-017 on February 3, 2025 ("Formation Ordinance").

The undersigned petitioners ("Petitioners") (i) being owners of record owning more than fifty percent (50%) by assessed value of real property within the boundaries of the property proposed to be annexed into the District, and (2) comprising more than fifty percent 50%) per capita of all owners of real property within the boundaries of the property proposed to be annexed into the District, do hereby petition and request the City Council **add property** to the District pursuant to Section 67.1441 R.S.Mo, as further described in this Petition.

A. Boundaries, Legal Description and Map of District. The Map of the area to be annexed is attached as Exhibit A and is all within the corporate boundaries of the City. The Legal Description of the area to be annexed is attached as Exhibit B. The Map of the District, including the annexed area is attached as Exhibit C. The Legal Description of the new District boundaries is attached as Exhibit D.

B. Name of the District. No change, see Formation Petition.

C. Five-Year Plan. No change, see Formation Petition.

D. District Type. No change, see Formation Petition.

E. District Governance, Number of Directors. No change, see Formation Petition.

F. Board of Directors. No change, see Formation Petition.

G. Total Assessed Value. The estimated total assessed value of the property to be annexed is $9,630,280.00. Parcel ownership and assessed value of the property to be annexed is set forth in Exhibit E.

H. Determination of Blight. The Property is adjacent to the District and share substantially similar characteristic as the remainder of the District area that was found to be blighted area in the Formation Ordinance.

I. Proposal Length of Time. No change, see Formation Petition.

J. Proposed Method of Financing. No change, see Formation Petition.

K. Sales Tax. No change, see Formation Petition. Sales tax authorized by Formation Petition and Formation Ordinance shall apply to the additional property.

L. Maximum Rate of Business Licenses and Real Property Taxes. No change, see Formation Petition

M. Special Assessments. No change, see Formation Petition.

N. Limitations on Borrowing Capacity. No change, see Formation Petition.

O. Limitation on Revenue Generation. No change, see Formation Petition.

P. Other Limitations on District Powers. No change, see Formation Petition.

Q. Audit. No change, see Formation Petition.

R. Severability/Exhibits. No change, see Formation Petition.

S. Request to Establish District. No change, see Formation Petition.

T. Petitioner Withdrawal Right Notice. **THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

U. Consent of the Board of Directors. Consent of the Board of Directors approving the amendment of the District's boundaries by adding the Property is necessary under the Act. A copy of the District's resolution consenting to and approving the annexation of the Property is attached as Exhibit F.

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("CID Act"), I, _____, City Clerk of the City of Joplin, Missouri, state the following:

1. A petition to add property to the Joplin Sports Facility Community Improvement District was filed with the City Clerk on _____, 2025.

2. I have reviewed the petition and have determined on _____, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 and Section 67.1441 of the CID Act.

3. On _____ _____, 2025, I delivered the verified petition to the City Council.

(SEAL)

Date _____, 2025

_____

City Clerk, City of Joplin, Missouri

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN, LLC**
DBA (if any): _____
Property Address: 3129 Hammons (Newton)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of Woodsonia Joplin, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **04-4.0-19-000-000-005.007**
Assessed Value: **$226,910.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of Woodsonia Joplin, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Natalie Wordekemper
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN, LLC**
DBA (if any): _____
Property Address: 3323 E 32nd St (Jasper)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of Woodsonia Joplin, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20-4.0-18-00-000-047.000**
Assessed Value: **$107,330.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of Woodsonia Joplin, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **WOODSONIA JOPLIN APARTMENTS, LLC**
DBA (if any): _____
Property Address: 3311 Hammons (Newton)
Owner's telephone number: 402-513-9003
Owner's mailing address: 20010 Manderson Street Ste 101, Elkhorn, NE 68022
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Drew Snyder
State basis of legal authority to sign: Manager of March 13, 2013, LLC, which is the Manager of Woodsonia Joplin Apartments, LLC
Signer's telephone number: 402-513-9003
Signer's mailing address: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **04-4.0-19-000-000-005.019**
Assessed Value: **$4,411,430.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: April 24, 2025

Signature: _____
Name: Drew Snyder
Title: Manager of March 13, 2013, LLC, which is the Manager of Woodsonia JoplinApartments, LLC

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, as Manager of ~~March 13, 2013, LLC~~, the Manager of Woodsonia Joplin Apartments, LLC, a Nebraska limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Natalie Wordekemper
NOTARY PUBLIC

My Commission Expires:

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2028

4923-3683-3835, v. 1 34054.72524

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Autotronics, Inc.**
DBA (if any): Autotronics
Property Addresses: 2700 Davis Blvd., Joplin, MO 64804
Owner's telephone number: 417-781-1812
Owner's mailing address: 2700 David Blvd., Joplin, MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Julia L. Womack
State basis of legal authority to sign: Missouri OWNER
Signer's telephone number: 417-529-7537
Signer's mailing address: 2611 S. Reinmiller Rd

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:	**1)**	**20-4.0-18-00-000-054.000**
	2)	**20-4.0-18-00-000-052.000**
Assessed Value:	**1)**	**$53,750.00**
	2)	**$139,180.00**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 04/30/2015

Signature: Julia L. Womack
Name: Julia Womack
Title: President

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 30th day of April, 2025, before me, a Notary Public in and for the County and State aforesaid, came Julia Womack, the Owner of Autotronics, Inc. ("Company"), who executed the within instrument on behalf of the Trust and he/she duly acknowledged the execution of the same to be the act and deed of the Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Grant Michael Lewis
NOTARY PUBLIC

My Commission Expires: 2/28/28

GRANT MICHAEL LEWIS
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 24341439
My Commission Expires Feb 28, 2028

EXHIBIT A

Map of the Area to be Annexed

GRID

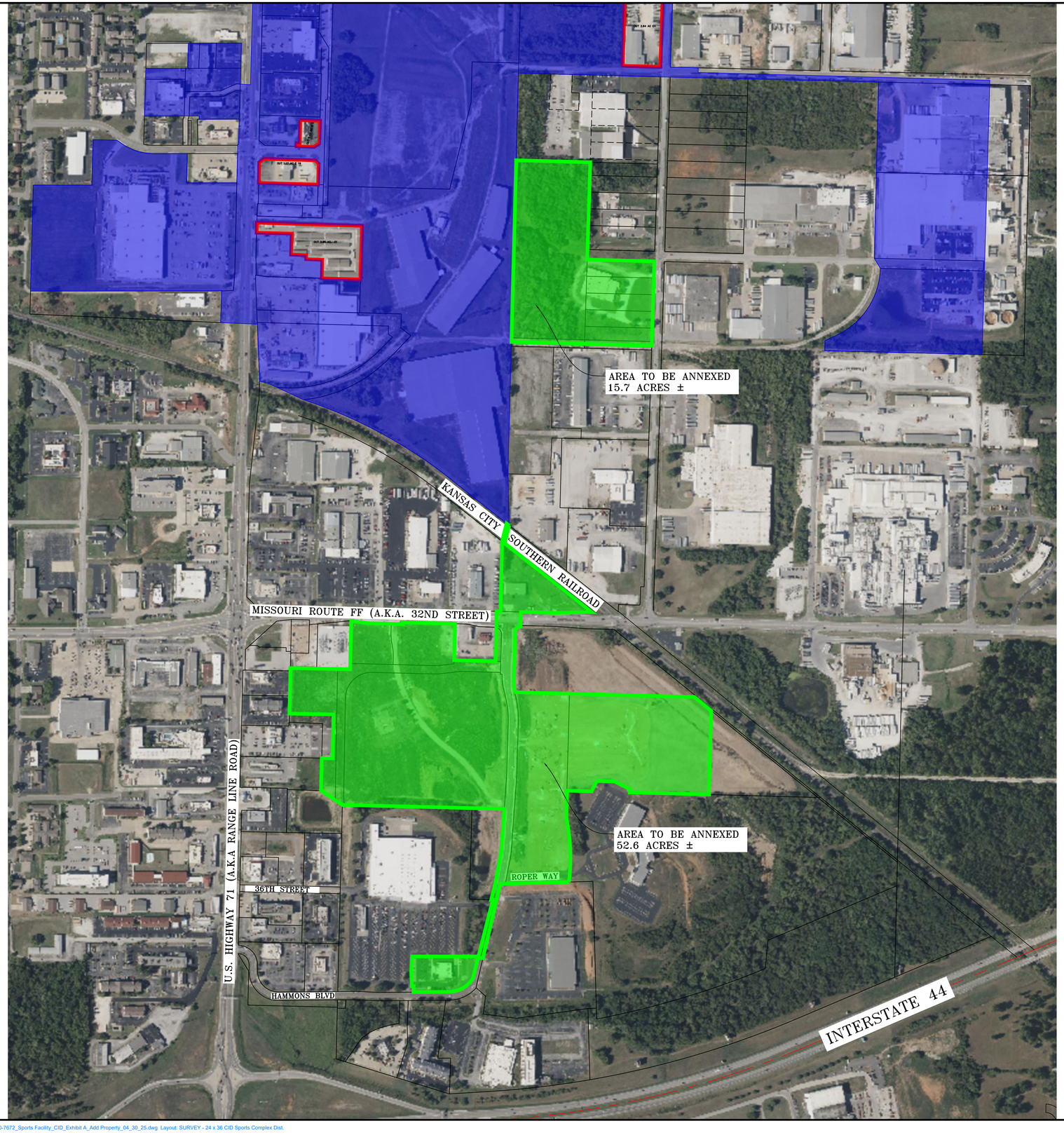
GRAPHIC SCALE

300 0 150 300

(IN FEET)
1 inch = 300 ft.

LEGEND

JOPLIN SPORTS FACILITY CID ANNEXATION BOUNDARY



OWN
Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "A" ANNEXATION

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/30/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri
Engineering Corporation
COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7672

SHEET NUMBER

1/1

EXHIBIT B

Legal Description of Area to be Annexed

EXHIBIT “B”

JOPLIN SPORTS FACILITY CID ADDITIONAL LANDS TO BE ANNEXED DESCRIPTION:

PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF

LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'11" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'16" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 473.07 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 01°32'22" EAST, 18.92 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 63°14'47" WEST, 102.99 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 106.34 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 26°45'28" WEST, 69.39 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 147.57 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 01°33'15" WEST, 156.64 FEET; THENCE CONTINUING ALONG SAID TRACT 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.54 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 88°28'19" WEST, 410.59 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT

OF WAY SOUTH 13°12'29" WEST, 455.96 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°57'58" WEST, 29.13 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 4 CALLS: SOUTH 14°15'17" WEST, 130.34 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 212.47 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 3521; THENCE ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 03°10'42" EAST, 36.74 FEET; THENCE SOUTH 89°24'30" WEST, 11.46 FEET; THENCE NORTH 02°09'04" WEST, 88.46 FEET; THENCE NORTH 03°10'42" EAST, 89.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°57'58" EAST, 397.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 6 CALLS: NORTH 14°15'17" EAST, 349.70 FEET; THENCE NORTH 88°33'40" WEST, 9.73 FEET; THENCE NORTH 13°43'05" EAST, 106.96 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'16" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT AND A TRACT OF LAND DESCRIBED IN BOOK 348, PAGE 12652 NORTH 88°35'18" WEST, 968.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 348, PAGE 12652 SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 1°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACT DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES

AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 289.68 FEET TO A POINT ON THE SOUTH RIGHT OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 5 CALLS: SOUTH 88°28'48" EAST, 0.43 FEET; THENCE SOUTH 82°13'30" EAST, 94.87 FEET; THENCE SOUTH 88°23'02" EAST, 213.58 FEET; THENCE NORTH 01°39'16" EAST, 10.69 FEET; THENCE SOUTH 88°28'48" EAST, 313.27 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°35'33" WEST, 217.96 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 51°41'10" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED

IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193, BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET TO A POINT ON THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 1289, PAGE 2193; THENCE ALONG SAID WEST LINE NORTH 01°30'08" EAST, 1086.97 FEET TO THE POINT OF BEGINNING. CONTAINING 68.3 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT C

Map of district
Including Annexed Property

GRID

GRAPHIC SCALE

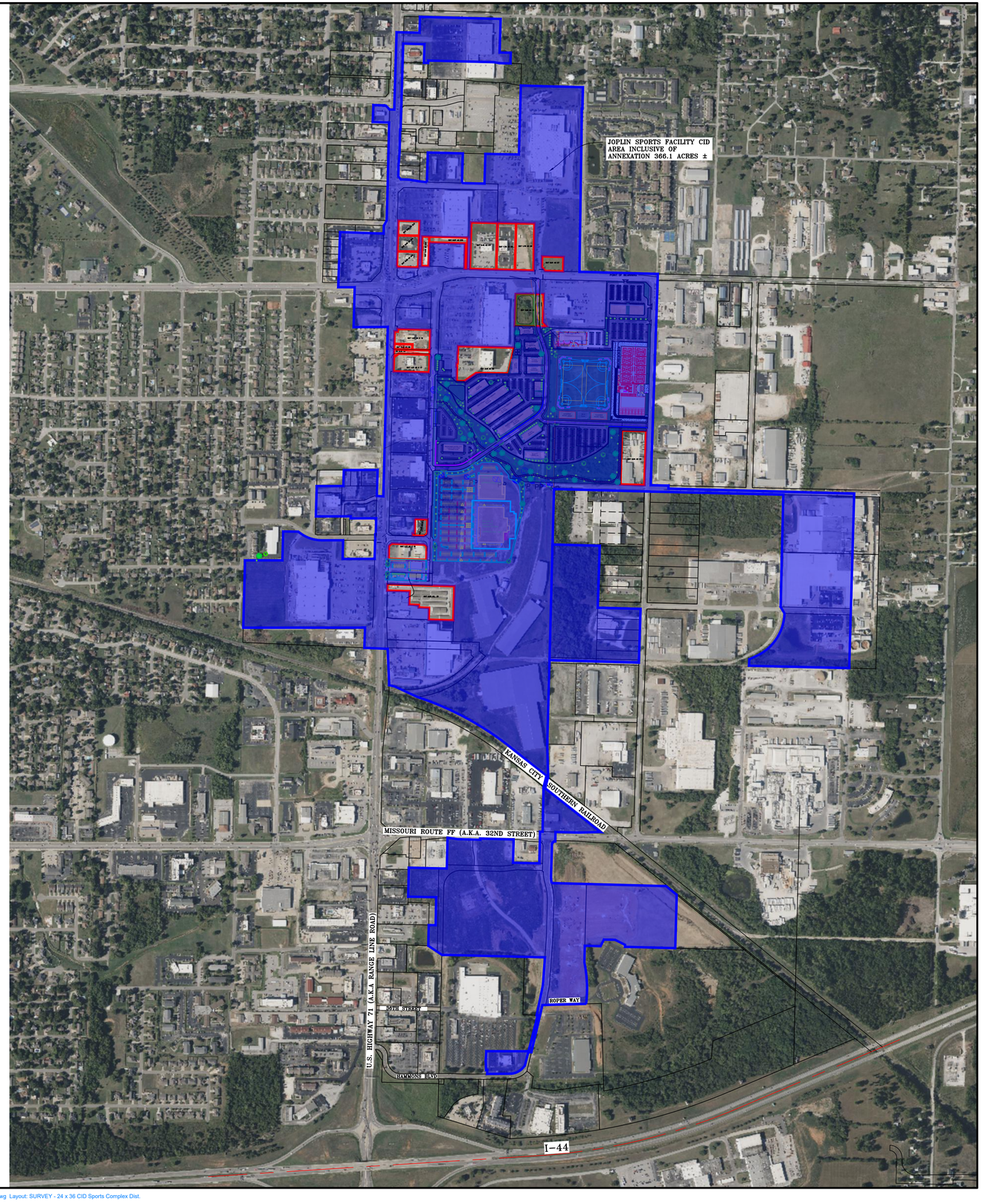
500 0 250 500

(IN FEET)
1 inch = 500 ft.

LEGEND

JOPLIN SPORTS FACILITY CID BOUNDARY

JOPLIN SPORTS FACILITY CID EXCEPTIONS



OWN

Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT "C" OVERALL WITH ANNEXATION

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 04/30/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri
Engineering Corporation
COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7673

SHEET NUMBER

1/1

EXHIBIT D

Legal Description of the District
Including Annexed Property

EXHIBIT “D”

JOPLIN SPORTS FACILITY CID DESCRIPTION AFTER ADDING ADDITIONAL LAND:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38” EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A

TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'11" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'16" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 473.07 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 01°32'22" EAST, 18.92 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 63°14'47" WEST, 102.99 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 106.34 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 26°45'28" WEST, 69.39 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 147.57 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 01°33'15" WEST, 156.64 FEET; THENCE CONTINUING ALONG SAID TRACT 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.54 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 88°28'19" WEST, 410.59 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 13°12'29" WEST, 455.96 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°57'58" WEST, 29.13 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 4 CALLS: SOUTH 14°15'17" WEST, 130.34 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 212.47 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 3521; THENCE ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 03°10'42" EAST, 36.74 FEET; THENCE SOUTH 89°24'30" WEST, 11.46 FEET; THENCE NORTH 02°09'04" WEST, 88.46 FEET; THENCE NORTH 03°10'42" EAST, 89.05 FEET TO THE NORTHWEST

CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°57'58" EAST, 397.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 6 CALLS: NORTH 14°15'17" EAST, 349.70 FEET; THENCE NORTH 88°33'40" WEST, 9.73 FEET; THENCE NORTH 13°43'05" EAST, 106.96 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'16" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT AND A TRACT OF LAND DESCRIBED IN BOOK 348, PAGE 12652 NORTH 88°35'18" WEST, 968.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 348, PAGE 12652 SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 1°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACT DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 289.68 FEET TO A POINT ON THE SOUTH RIGHT OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 5 CALLS: SOUTH 88°28'48" EAST, 0.43 FEET; THENCE SOUTH 82°13'30" EAST, 94.87 FEET; THENCE SOUTH 88°23'02" EAST, 213.58 FEET; THENCE NORTH 01°39'16" EAST, 10.69 FEET; THENCE SOUTH 88°28'48" EAST, 313.27 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°35'33" WEST, 217.96 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 390.68 FEET;

THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50

NORTH 01°35'32” EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55” EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 728.08 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°32'37" EAST, 65.30 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY OF RANGE LINE ROAD, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23

FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING

ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID L0T 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).
ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR 0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON

PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET, DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54 MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46 FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19

SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 366.1 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT F

Resolution of the Board of Directors of the
Joplin Sports Facility Community Improvement District

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-525 – Approval of a Real Estate Contract

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-525 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 916 Jackson Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 916 Jackson Avenue.

BACKGROUND
The City offered several pieces of surplus property to the adjacent property owners with a bid opening of May 27, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 916 Jackson Avenue, which had a minimum bid price of $3,234.00. Brigitte Morales submitted the best bid with a sales price of $7,450.00. The property is currently zoned R-3 and contains approximately 5,134 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

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

COUNCIL BILL NO. 2025-525 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Brigitte Morales, for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Seven Thousand Four Hundred Fifty Dollars and No Cents ($7,450.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Brigitte Morales for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Byers & Murphy's Third Addition North 34 Feet Lot 107 in Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Brigitte Morales, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 916 S Jackson Avenue, the real estate described as follows:

> "BYERS & MURPHY'S THIRD ADDITION NORTH 34 FEET LOT 107 IN JOPLIN, JASPER COUNTY, MISSOURI. Property is approximately 5,134 square feet"

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seven Thousand Four Hundred Fifty Dollars ($7,450.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before September 1, 2025, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Brigitte Morales

By: _____

Brigitte Morales
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 4/29/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

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.

BID TABULATION

PROJECT: 916 Jackson Avenue

DATE OF BID OPENING: May 27, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Brigitte Morales	$7,450.00

Note: TWO Bids received; both from Brigitte Morales. same bid price on Both.

CITY OF JOPLIN
L2025-32-2
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 2:00 pm, Tuesday, May 27, 2025 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

916 Jackson Avenue $ 7450

Minimum Bid Price is $3,234.00

MARK BID ENVELOPES: "BID L2025-32-2 LAND SALE 916 Jackson Avenue"

The City sells property by Quit Claim Deed. If the buyer wishes to close at a title company, the buyer assumes all closing costs and the closing will be held at CB Title Company. Questions concerning the specifications and bidding procedures should be directed to Ethan McAfee, Accountant I at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 1239.

Bidder Name: Brigitte Morales

Bidder Address: 2409 willard Ave

Bidder Address: Joplin MO 64804

Bidder Telephone Number: 417 393 6029

Bidder Email Address: 0brigittemorales980gmail.com

↑
number 0

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-526 – Approval of a Real Estate Contract

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-526 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1210 Iowa Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1210 Iowa Avenue.

BACKGROUND
The City offered several pieces of surplus property to the adjacent property owners with a bid opening of May 27, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received two bids for 1210 Iowa Avenue, which had a minimum bid price of $2,160.00. Masada Contracting LLC. submitted the best bid with a sales price of $2,342.56. The property is currently zoned R-3 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

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

COUNCIL BILL NO. 2025-526 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Masada Contracting LLC., for the sale of one parcel located at 1210 Iowa Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Two Thousand Three Hundred Forty-Two Dollars and Fifty-Six Cents ($2,342.56), by and between the City of Joplin, Missouri, a Municipal Corporation, and Masada Contracting LLC. for the sale of one parcel located at 1210 Iowa Avenue, totaling approximately 6,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Campbell's 5th Addition Lot 3 in Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Masada Contracting LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 1210 S Iowa Avenue, the real estate described as follows:

"CAMPBELL'S 5th ADDITION LOT 3, IN JOPLIN, JASPER COUNTY, MISSOURI." Property is approximately 6,000 square feet"

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefore is Two Thousand Three Hundred Forty-Two Dollars and Fifty-Six Cents ($2,342.56). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before September 1, 2025, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this

contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Masada Contracting LLC

By: _____

Abraham Laughlin, Owner
"BUYER"

Attest:

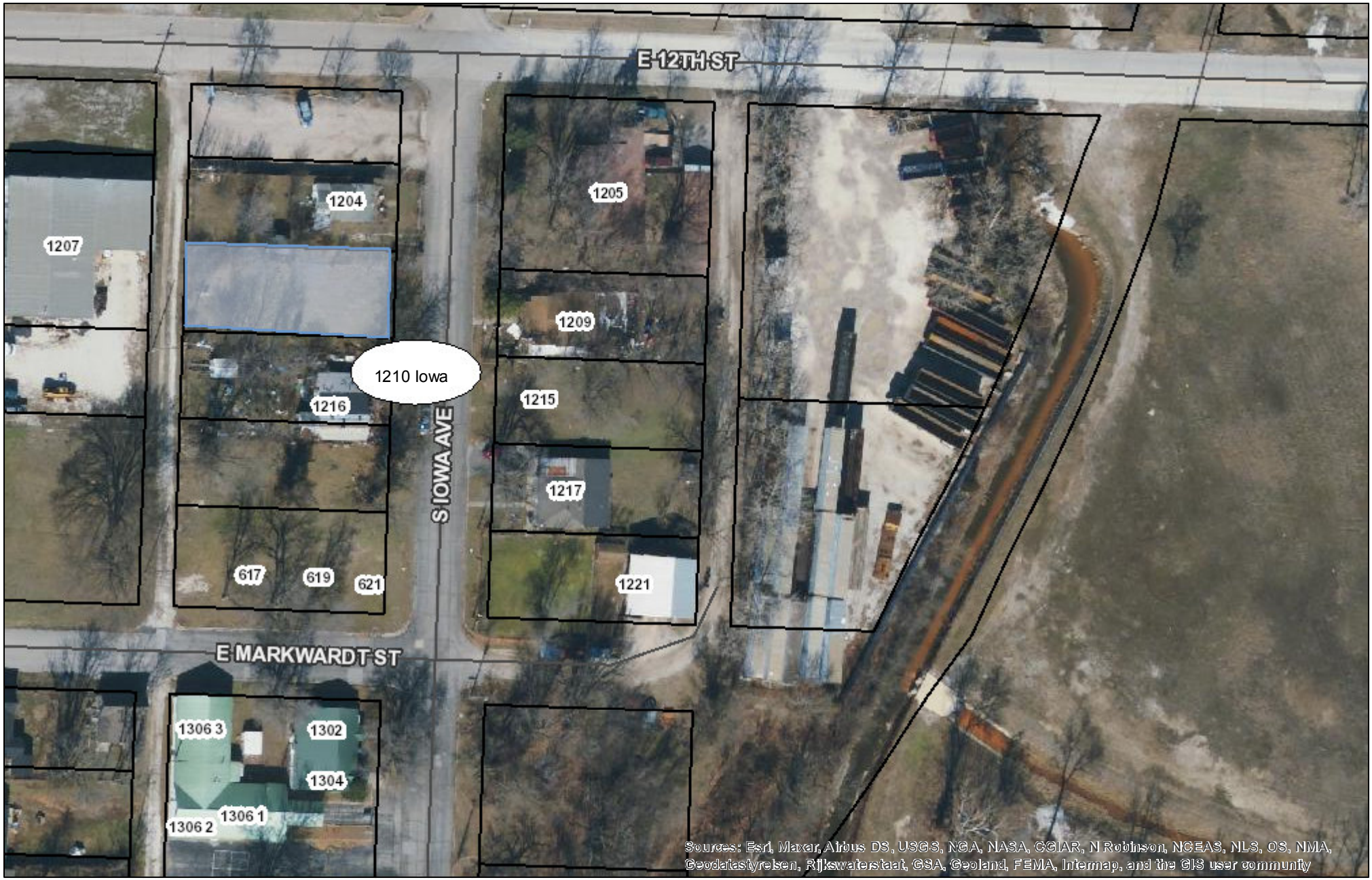
By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 4/29/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

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.

BID TABULATION

PROJECT: 1210 Iowa Avenue

DATE OF BID OPENING: May 27, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT	
Douglas Anderson	$2,160.00	
Masade Contracting LLC	$ 2,342.56	Higher

CITY OF JOPLIN
L2025-33-2
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 2:00 pm, Tuesday, May 27, 2025, at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

1210 Iowa Avenue $2342.56

Minimum Bid Price is $2,160.00

MARK BID ENVELOPES: "BID L2025-33-2 LAND SALE 1210 Iowa Avenue"

The City sells property by Quit Claim Deed. If the buyer wishes to close at a title company, the buyer assumes all closing costs and the closing will be held at CB Title Company. Questions concerning the specifications and bidding procedures should be directed to Ethan McAfee, Accountant I at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 1239.

Bidder Name: Masada Contracting LLC

Bidder Address: 117 W McCord St Suite A Neosho MO 64850

Bidder Address: 27984 Masada Ln Stark City MO 64866

Bidder Telephone Number: 417-454-0323

Bidder Email Address: mc.plumbing.servicing@gmail.com

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-527 – Approving a budget amendment for FY 2025

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-527 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2024-2025 Budget of the City of Joplin.

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

Here is an explanation for the items in Schedule A:

- Amending revenue and expenditures for various grants received after the budget was adopted.
- Amending various wages and fringe benefits for changes that have occurred since the budget was adopted.
- Amending the IT Budget for the purchase of the HRIS System, which was previously budgeted.
- Amending the Police Budget for the replacement of a K-9 that has to retire.
- Amending the Pension Sales Tax Fund for the anticipated gap cost for the LAGERS transition.
- Amending the Fire Public Safety Sales Tax budget for the purchase of land.
- Amending the Public Safety Sales Tax budget for the remaining ARPA grant match.
- Amending various departments for utility costs such as electric and water charges.
- Amending the SWM budget for the cost of city-wide cleanup charges and the leaf pickup program, as well as for the trash administrative fee.
- Amending various departments for Depreciation Expense.
- Amending Sewer billing for postage costs, shut-off fees and credit card fees.
- Amending Liability Insurance for insurance premiums.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $229,263.00 and expenditures by $4,311,874.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2025-527 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2024-151 on October 21, 2024, which estimated revenues and appropriated funds for the fiscal year 2024-2025; and,

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

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

Section 1. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Two Hundred Twenty-Nine Thousand Two Hundred Sixty-Three Dollars and No Cents ($229,263.00) and by increasing appropriations by the total amount of Four Million Three Hundred Eleven Thousand Eight Hundred Seventy-Four Dollars and No Cents ($4,311,874.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
17-Jun-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Grants	001-0000-470-0904	Fire Act Grant	$	50,054	
	Grants	001-0000-480-0112	Homeland Security-State		179,209	
	City Clerk	001-0801-500-1535	Auto Allowance			4,200
	City Clerk	001-0801-500-1625	LAGERS Retirement			4,500
	Legal Prop Action	001-1022-500-7020	Legal Notices			2,000
	HR Staff Development	001-1204-500-1720	Employee Recruitment			10,000
	Building Regulations	001-1506-570-1010	Regular Wages			40,000
	Building Regulations	001-1506-570-1605	Health Insurance			15,000
	Finance TIF Reimbursable C	001-2015-500-5015	Legal Fees			57,000
	Information Technology	001-2501-500-8220	Operating Equipment			5,895
	Information Technology	001-2501-500-8315	Computer Equipment			92,230
	Police Uniform Operations	001-5502-510-8220	Operating Equipment			11,250
	Police Uniform Operations	001-5502-510-8220	Operating Equipment			15,500
	Police - Federal Grants	001-5590-510-8220	Operating Equipment			179,209
	Fire Operations	001-6002-510-8220	Operating Equipment			12,336
	Fire-Fire Hydrants	001-6006-510-8615	Fire Hydrants			6,000
	Fire - Federal Grants	001-6090-510-8230	Emergency Operating Equipment			50,054
	Cemeteries	001-6540-560-1110	Regular PT Wages			16,000
	Emergency Mgmt-Operations	001-7002-510-4125	General Equipment Repairs			7,000
	Emergency Mgmt-Operations	001-7002-510-5265	Maintenance Contracts			15,000
	Total General Fund			$	229,263	543,174
010	Pension Sales Tax Fund					
				$	-	
	Pension Sales Tax	010-2005-500-7180	LAGERS Gap Cost			1,000,000
	Total Pension Sales Tax Fund			$	-	1,000,000
101	Public Safety Sales Tax Fund					
				$	-	
	Fire Prop Action	101-6022-510-1010	Regular Wages			28,000
	Fire Prop Action	101-6022-510-1530	Standby Pay			25,000
	Fire Public Safety	101-6075-510-7030	Fees & Permits			16,000
	Fire Public Safety	101-6075-510-8105	Land Acquisition			357,000
	Transfers Out	101-9003-500-9986	Transfer to ARPA Fund			300,000
	Total Public Safety Sales Tax Fund			$	-	726,000
115	Parks Fund					
				$	-	
	Parks Administration	115-6501-560-7513	Friends of the Park			2,700
	Parks Pools	115-6510-560-1210	Seasonal Wages			227,000
	Parks Pools	115-6510-560-2605	Chemical & Lab Supplies			10,000
	Parks Pools	115-6510-560-3005	Electric Charges			13,000
	Parks Pools	115-6510-560-3020	Water Charges			25,000
	Parks Senior Adult Services	115-6512-560-4105	Property Repairs & Maintenance			6,000
	Parks Memorial Hall	115-6513-560-3005	Electric Charges			3,000
	Parks Stadium Maintenance	115-6530-560-3005	Electric Charges			10,000
	Parks Stadium Maintenance	115-6530-560-3020	Water Charges			5,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
17-Jun-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Total Parks Fund			$	-	301,700
120	Solid Waste Management Fund					
				$	-	
	Special Programs	120-4511-540-7405	City-Wide Cleanup Program			20,000
	Special Programs	120-4511-540-7410	Leaf Pickup Program			15,000
	Trash Services	120-4515-540-5030	Trash Administration			77,500
	Total Solid Waste Management Fund			$	-	112,500
150	Community Planning Fund					
				$	-	
	Planning & Zoning	150-1505-570-1010	Regular Wages			80,000
	Grants - State	150-1591-570-1010	Regular Wages			115,000
	Total Community Planning Fund			$	-	195,000
405	Airport Fund					
				$	-	
	Airport	405-5004-520-7125	Depreciation Expense			545,000
	Total Airport Fund			$	-	545,000
410	Golf Course Fund					
				$	-	
	Golf Administration	410-6520-560-1210	Seasonal Wages			45,000
	Golf Maintenance	410-6521-560-1110	Part-Time Wages			27,000
	Golf Maintenance	410-6521-560-3005	Electric Charges			3,000
	Golf Maintenance	410-6521-560-7125	Depreciation Expense			35,000
	Total Golf Course Fund			$	-	110,000
415	Sanitary Sewer Fund					
				$	-	
	Billing & Collection	415-2002-540-3205	Postage			53,500
	Billing & Collection	415-2002-540-5180	Shut Off/Reconnect Fees			50,000
	Billing & Collection	415-2002-540-7131	Merchant Card Service Fee			55,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			250,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			275,000
	Total Sanitary Sewer Fund			$	-	683,500
515	Liability & Property Insurance Fund					
				$	-	
	Administration	515-7501-500-7140	Insurance Premiums			40,000
	Total Liability & Property Insurance Fund			$	-	40,000
520	Emergency Communications Fund					
				$	-	
	Dispatch Services	520-8502-510-7125	Depreciation Expense			55,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
17-Jun-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Total Emergency Communications Fund			$	-	55,000
	Grand Total			$	229,263	4,311,874

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-612– $150,000 for FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects.

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-612, PDF Document of Grant Opportunity

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill approves grant application for the **FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects** grant opportunity**.** The grant application process requires city council approval before the application is submitted. The award amount is up to $150,000. We will not know the exact amount until the grant is awarded. There are no matching funds required.

BACKGROUND
Funding Opportunity: O-COPS-2025-172386
Closing Date: June 24, 2025 (Must submit grant application by this date)
Source: Community Oriented Policing Services/DOJ

The Law Enforcement Mental Health and Wellness Act (LEMHWA) program will fund the delivery of and access to mental health and wellness services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other promising practices for wellness programs.

FUNDING SOURCE
Department of Justice Community Oriented Policing Services.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

An official website of the United States government

VIEW GRANT OPPORTUNITY

View similar opportunities

O-COPS-2025-172386

FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Department of Justice

Community Oriented Policing Services

Apply

Subscribe

Synopsis

Version History

Related Documents

Package

General Information

Document Type:	Grants Notice
Funding Opportunity Number:	O-COPS-2025-172386
Funding Opportunity Title:	FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Grant

Category of Funding Activity:	Law, Justice and Legal Services
Category Explanation:	
Expected Number of Awards:	55
Assistance Listings:	16.070 -- Law Enforcement Mental Health and Wellness Act
Cost Sharing or Matching Requirement:	No

Version:	Synopsis 4
Posted Date:	May 14, 2025
Last Updated Date:	May 21, 2025
Original Closing Date for Applications:	Jun 24, 2025
Current Closing Date for Applications:	Jun 24, 2025
Archive Date:	
Estimated Total Program Funding:	$ 8,850,000
Award Ceiling:	$8,850,000
Award Floor:	$0

Eligibility

Eligible Applicants:	Others (see text field entitled "Additional Information on Eligibility" for clarification)
Additional Information on Eligibility:	Eligibility for the FY25 LEMHWA Implementation Projects program is limited to state, local, tribal, and territorial law enforcement agencies. Applicants that have received LEMHWA funding in fiscal years 2023 and 2024 are not eligible for this notice of funding opportunity. State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a

State or local government entity or official. For additional information, please see the appendices in the FY25 Resource Guide for Community Policing Advancement (CPA) Programs.

Additional Information

Agency Name: Community Oriented Policing Services

Description: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov is pleased to announce that it is seeking applications for funding for the FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. LEMHWA funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding, managing the entire project and monitoring compliance. The terms and conditions of the federal award are also applicable to subrecipients. Please note the distinction between a subaward that creates a financial assistance relationship to carry out a portion of the federal award and a contract that creates a procurement relationship for the purchase of goods and services needed under the federal award. To assist in making subrecipient and contractor determinations, please refer to the guidance in 2 C.F.R. § 200.331. All future awards will comply with Executive Orders and Attorney General memoranda to advance the Administration’s priority of reestablishing law and order to include the increased hiring and retention of state and local sworn officers, state and local law enforcement collaboration with federal task forces, cracking down on the open use of illegal drugs, interrupting the distribution of fentanyl and other dangerous drugs, preventing crime, promoting nuisance abatement, countering human trafficking and child smuggling, and enhanced immigration enforcement and border security. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. As community policing is common sense policing,

throughout the NOFO materials, the terms ‘community policing’ and ‘common sense policing’ are used interchangeably, unless otherwise specified.

Link to Additional Information:

COPS Grants

Grantor Contact Information:

If you have difficulty accessing the full announcement electronically, please contact:
Applications must be submitted through both Grants.gov and the JustGrants system. For technical assistance with submitting the Application for Federal Assistance, Standard Form 424 (SF424), please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov or consult the Grants.gov. Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays. For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at https://justicegrants.usdoj.gov/training-resources. For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.
AskCopsRC@usdoj.gov

COPS Office Response Center

Similar Opportunities (identified by AI)

- O-COPS-2025-172410
- O-COPS-2025-172406
- O-COPS-2025-172394

O-COPS-2025-172407

O-COPS-2025-172384

Return to top

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COUNCIL BILL NO. 2025-612 ORDINANCE NO.

AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Mental Health and Wellness; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin is applying for a grant from the Community Oriented Policing Services (DOJ) program, FY25 Law Enforcement Health and Mental Wellness Act (LEMHWA) reference number (O-COPS-2025-172386);

WHEREAS, This agreement allows for the application of the grant money;

WHEREAS, This allows for the expenditure of grant funding related to the implementation of programming that addresses the mental health and wellness services for law enforcement employees and their families.

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

Section 1. That the application for Grant Funding by the City of Joplin to the Department of Justice (DOJ) Community Oriented Policing Services; providing for the funding of programming that provides peer support, training, family resources, suicide prevention, stress reduction, clinical support, and other related practices for wellness programs, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the police department is hereby authorized to apply on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri in that said Ordinance provides for the funding of certain police officers that provide public safety to the citizens in the city, so it impacts the immediate preservation of the public peace, property, health, safety or morals, and city appropriations. In addition, the application deadline for this Department of Justice grant is June 24, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th, day of June 2025, by a vote of,

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

_____
Leslie Haase, Director of Finance

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VIEW GRANT OPPORTUNITY

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O-COPS-2025-172387

FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies

Department of Justice

Community Oriented Policing Services

Apply

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Synopsis

Version History

Related Documents

Package

General Information

Document Type:	Grants Notice
Funding Opportunity Number:	O-COPS-2025-172387
Funding Opportunity Title:	FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies
Opportunity Category:	Discretionary
Opportunity	

Category Explanation:	
Funding Instrument Type:	Grant
Category of Funding Activity:	Law, Justice and Legal Services
Category Explanation:	
Expected Number of Awards:	35
Assistance Listings:	16.710 -- Public Safety Partnership and Community Policing Grants
Cost Sharing or Matching Requirement:	No

Version:	Synopsis 1
Posted Date:	May 14, 2025
Last Updated Date:	May 14, 2025
Original Closing Date for Applications:	Jun 24, 2025
Current Closing Date for Applications:	Jun 24, 2025
Archive Date:	
Estimated Total Program Funding:	$ 14,000,000
Award Ceiling:	$500,000
Award Floor:	$0

Eligibility

Eligible Applicants:	Others (see text field entitled "Additional Information on Eligibility" for clarification)
Additional Information on Eligibility:	Eligibility for the FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies program is limited to state, local, territorial, and tribal law

enforcement agencies. State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official. For additional information, please see the appendices in the FY25 Resource Guide for Community Policing Advancement (CPA) Programs.

Additional Information

Agency Name: Community Oriented Policing Services

Description: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies program. The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding, managing the entire project and monitoring compliance. The terms and conditions of the federal award are also applicable to subrecipients. Please note the distinction between a subaward that creates a financial assistance relationship to carry out a portion of the federal award and a contract that creates a procurement relationship for the purchase of goods and services needed under the federal award. To assist in making subrecipient and contractor determinations, please refer to the guidance in 2 C.F.R. § 200.331. All future awards will comply with Executive Orders and Attorney General memoranda to advance the Administration’s priority of reestablishing law and order to include the increased hiring and retention of state and local sworn officers, state and local law enforcement collaboration with federal task forces, cracking down on the open use of illegal drugs, interrupting the distribution of fentanyl and other dangerous drugs, preventing crime, promoting nuisance abatement, countering human trafficking and child smuggling, and enhanced immigration

enforcement and border security. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. As community policing is common sense policing, throughout the NOFO materials, the terms ‘community policing’ and ‘common sense policing’ are used interchangeably, unless otherwise specified.

Link to Additional Information: COPS Grants

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:
Applications must be submitted through both Grants.gov and the JustGrants system. For technical assistance with submitting the Application for Federal Assistance, Standard Form 424 (SF424), please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov or consult the Grants.gov. Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays. For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at https://justicegrants.usdoj.gov/training-resources. For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.
AskCopsRC@usdoj.gov

COPS Office Response Center

Similar Opportunities (identified by AI)

O-COPS-2025-172388

O-COPS-2025-172394

O-COPS-2025-172386

O-COPS-2025-172392

O-COPS-2025-172410

Return to top

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-613–Grant Award of up to $500,000 for Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies.

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-613, PDF Document of Grant Opportunity.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill approves grant application for the **FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies** grant opportunity. The grant application process requires city council approval before the application is submitted. The award amount is up to $500,000. We will not know what the final amount is until we are awarded the grant. There are no matching funds required.

BACKGROUND
Funding Opportunity: O-COPS-2025-172387
Closing Date: June 24, 2025 (Must submit application by this date)
Source: Community Oriented Policing Services/DOJ

Provides funding to law enforcement agencies to promote safe outcomes during police encounters with persons in crisis. Grant program will cover crisis response training, de-escalation training and an interdisciplinary response to team to assist individuals experiencing a mental health crisis.
Awards will be made to law enforcement agencies seeking to implement training and related supports. Training is supported for law enforcement officers, support personnel employed by law enforcement agencies, campus public safety officers, and mental health professionals working on a crisis intervention team.

FUNDING SOURCE
Department of Justice Community Oriented Policing Services.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2025-613 ORDINANCE NO.

AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Crisis response and de-escalation enhancement; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin is applying for a grant from the Community Oriented Policing Services (DOJ) program, FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies, reference number (O-COPS-2025-172387);

WHEREAS, This agreement allows for the application of the grant money;

WHEREAS, This allows for the expenditure of grant funding related to the implementation of programming that addresses enhanced de-escalation and crisis response training and support for interdisciplinary teams assisting individuals experiencing mental health crises.

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

Section 1. That the application for Grant Funding by the City of Joplin to the Department of Justice (DOJ) Community Oriented Policing Services; providing funding to law enforcement agencies to promote safe outcomes during police encounters with persons in crisis. Grant program will cover crisis response training, de-escalation training and an interdisciplinary response team training to assist individuals experiencing a mental health crisis, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the police department is hereby authorized to apply on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri in that said Ordinance provides for the funding of certain police officers that provide public safety to the citizens in the city, so it impacts the immediate preservation of the public peace, property, health, safety or morals, and city appropriations. In addition, the application deadline for this Department of Justice grant is June 24, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th, day of June 2025, by a vote of,

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-125 Construction Agreement between City of Joplin and Sunrise Elevator Company, Inc. for the City Hall Elevator Modernization project

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Public Works – Facilities

ATTACHMENTS
Council Bill 2025-125; Agreement; Bid Summary; Bid Recommendation Letter

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project.

BACKGROUND
On March 3rd, 2025, the City staff presented an update to Council and requested direction from Council. The Council directed staff to move forward with modernizing all three elevators of City Hall to bring Elevator #1 back into service and bring all elevators up to the most recent codes and extend their service life. City staff worked with Allgeier Martin & Associated with CGA Architects to prepare bid documents for bidding. In accordance with the City of Joplin's procurement policies, a request for bid proposal was advertised in the Joplin Globe on May 3rd, 2025, and two bids were received by the City on May 27th, 2025. Sunrise Elevator Company, Inc. was selected as the lowest responsive bidder, and this bid was in the range of what was estimated previously for Council. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 240 calendar days.

FUNDING SOURCE
This item includes a general fund budget amendment.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-125 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization 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 Sunrise Elevator Company, Inc.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight Dollars and No Cents ($636,348.00).

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

Section 5. That this Council Bill shall have an effective date of July 8, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SUNRISE ELEVATOR INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: SUNRISE ELEVATOR INC. Address: 3839 N. Cypress Dr. Ste 700 WICHITA, KS 67226	
Attention:		Attention: Matthew Whitley	
Department:		Phone: (316) 737-0083	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: City Hall Elevator Modernization	

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:

City Hall Elevator Modernization

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 240 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, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

g. Notice. 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. 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 $636,348.00 (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. Bid Form
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. 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 Six hundred thirty-six thousand three hundred and forty-eight DOLLARS ($636,348.00), 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. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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. 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. 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. 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: 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

_____
Daniel Johnson, P.E., Public Works Director

BID SUMMARY

PROJECT: CITY HALL ELEVATOR MODERNIZATION

DATE OF BID OPENING: May 27th, 2025 @ 10:00 am

CONTRACTOR	BID
Sunrise Elevator Company, Inc	$ 636,348.00
Schindler Elevator Corporation	$ 794,810.00
Engineer's Estimate	$ 750,000.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

May 28, 2025

Mr. Jeremy Hagerman
Assistant Director of Public Works for Engineering
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
City Hall Elevator Modernization

Dear Mr. Hagerman:

We have reviewed the bids received May 27, 2025, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Sunrise Elevator Inc. in the amount of $636,348.00 for the referenced project.

A copy of the bid tabulation and Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return the Notice of Award to me. A copy of Sunrise Elevator's Bid and Bid Bond have also been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-127 Amendment 1 to Work Authorization OLS-WIL-03 with Olsson for professional engineering services for the Willow Branch 7th Street Improvements project.

MEETING DATE
June 16th, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-127; Amendment 1 to Work Authorization OLS-WIL-03; Location 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 authorizes the City to approve an Amendment to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project.

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. Two of the projects included in the program were the removal of the Pennsylvania Avenue Viaduct, and the improvement of the Old Willow Branch Storm Sewer System.

The Missouri Department of Transportation (MoDOT) has plans to reconstruct Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. This project is currently in the design phase, with a tentative bid letting scheduled for the Fall of 2025.

In November 2024, City Council approved 3 separate work authorizations with Olsson, including the Willow Branch 7th Street Improvements project, the Willow Branch Stormwater Study project, and the Pennsylvania Avenue Viaduct Removal project.

A large portion of the Old Willow Branch Storm Sewer improvement project was originally envisioned to go under 7th Street, from Moffett Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. Based on data obtained during the Willow Branch Stormwater Study project, the route of the proposed Reinforced Concrete Box Culvert (RCB) is now planned to run under 7th Street to Wall Avenue, then turn north, running under Wall Avenue to 5th Street before turning back east. The installation of the new RCB Storm Sewer System within 7th Street is planned to be incorporated into MoDOT's 7th Street Reconstruction project.

This amendment is for additional costs for engineering services related to the RCB section from 7th and Wall to 6th and Wall. This portion of the RCB will need to be bid separately and constructed prior to the RCB in 7th Street which will be incorporated into the MoDOT project. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-127 **ORDINANCE NO.**

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements 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.

Section 4. That this Council Bill shall have an effective date of July 8, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-127

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 South Main Suite 503 Joplin, MO 64801	
Attention: Dan Johnson		Attention: Eric Shelton, Clayton Cristy, Reid Catt	
Department: Engineering		Phone: (417) 890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-WIL-03, Amendment #1 Old Willow Brand Drainage Improvements 7th Street Improvement (MODOT) (Red Phase)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-WIL-03

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-WIL-03 exceed the sum of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00).

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

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Notice. 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: Reid Catt, PE

Title: Senior Team Leader

Date: 6/4/2025

By: _____

Printed Name: Clayton Cristy, PE

Title: Senior Project Manager

Date: 6/4/2025

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

EXHIBIT 1
WORK AUTHORIZATION #OLS-WIL-03 (RED)
AMENDMENT #1

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Old Willow Branch Culvert Replacement, Joplin, Missouri

Located from 7th and Moffet Ave to 6th and Virginia Ave

Project Description: Old Willow Branch Culvert Replacement

The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. Original scope under OLS-WIL-01 assumed the new culvert alignment would be follow 7th Street from 7th Street and Moffett to 7th Street and Pennsylvania Avenue. Olsson evaluated multiple alternatives with consideration to construction costs, utility impacts, traffic impacts, constructability, and risks/impacts to private property. Following this evaluation, a different alignment was recommended that would reduce overall project cost, project risks, and impacts to the community. The recommended alignment starts at 7th Street just west of Byers and continues east to Wall Avenue, turns north on Wall Avenue to 5th Street, turns east on 5th Street to Virginia Avenue, then turns south and connects to the existing box culverts near 6th Street and Virginia. The scope for the RED portion of this project includes work from just west of 7th Street and Byers to the intersection of 6th Street and Wall Avenue.

Work Order # OLS-WIL-03 is amended as follows:

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 100 – Project Management **$9,500**

This scope remains unchanged, except task 104: utility review meeting/coordination. Olsson will conduct a utility coordination meeting (1 virtual) and coordinate with utilities for potential impacts for the portion of the project along Wall Avenue. The ENGINEER contracted with MoDOT will provide utility coordination as a part of the MoDOT contract will continue to provide this service for the portion of the project along 7th Street.

Phase 200 – Survey **$25,000**

Task 201: Topographic and Boundary Survey

Topographic Survey - Olsson will collect Topographic Survey data for the additional areas outlined in Blue on Figure 1. The Topographic Survey data shall depict contours at a 1' vertical interval, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is 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. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Right-of-Way Survey Data - Olsson will collect right-of-way information for the area outlined in Purple on the attached exhibit. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is 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.

Base Map Preparation – Consultant will create the base map using the above topographic survey and right-of-way data. Drawings will be provided in AutoCAD format. The Base Maps will include topographic information, existing underground and aerial utilities, existing right-of-way lines, approximate lot and property lines. Property line determinations will be performed as needed for project design and easement acquisition.

Project Control – To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. The Consultant shall provide a list of horizontal and vertical control points with coordinates, elevations and descriptions.

Utility Locates - Missouri One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

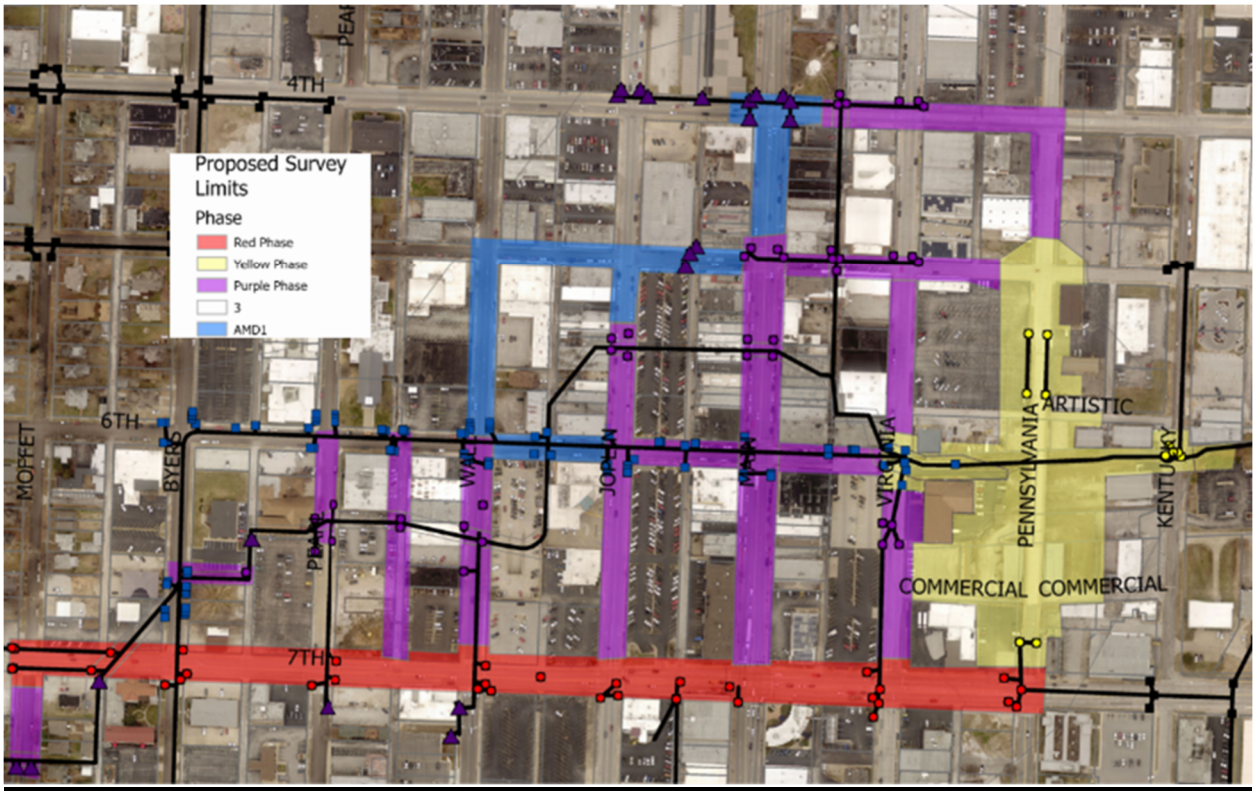


Figure 1: Survey Limits

Phase 300 – Site Investigation (Complete)

Phase 400 – Final Roadway Design Services (MoDOT)

This scope remains unchanged, except for changing the limits of the design as previously described.

Phase 500 – Preliminary Design (from 7th St & Wall Ave to 6th St and Wall Ave) **$39,000**

Task 501: Preliminary and Right-of-Way Plans
Olsson will develop preliminary and right-of-way plans for the proposed box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue that illustrate limits of the demolition, pavement restoration, structures and utilities in conflict with the proposed project, as well as easement and permanent RW limits.

Preliminary & Right-of-Way Plans

- Prepare & Submit RW Plans
  - Cover Sheet
  - General Notes
  - Alignment and Control
  - Typical Sections
  - Demolition Plans
  - Plan & Profile Sheets or special grading (Roadway)
  - Plan and Profile Sheets (Box Culvert)
  - Storm system layout (for connecting existing inlets within the project limits)
  - Special details
  - Cross Sections
- Prepare & Submit Opinion of Probable Cost
- Conduct Quality Control Review

Phase 600 – Right-of-way services **$21,000**

Task 601: RW Assistance

Olsson has reviewed the scope of the project as presented by the City and have assumed six (6) parcels impacted by temporary construction easements and no permanent right-of-way or easements.

The fee amount for negotiation activity 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. We will

coordinate with 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 negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. If the parcel or easement can't be negotiated in the three contacts listed above, Olsson will review the property with the City to evaluate how to proceed. Negotiations beyond the initial three contacts shall be considered additional services.

For condemnation purposes, Olsson charges a rate of $350.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: The City of Joplin will provide with a notice to proceed:

- All applicable title commitments;
- Approved right-of-way plans and individual tract plats if available;
- Legal descriptions of acquisition;
- A copy of each appraisal with supporting documents from Contract Fee Appraiser.
- The City of Joplin will provide vacancy notices to each owner when applicable.
- All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

Olsson's timeline for completion of negotiations on this project is nine (9) months from the City's notice to proceed.

Task 602: Waiver Valuations (6 properties)

Phase 700 – Final Design Services (from 7th St & Wall Ave to 6th St and Wall Ave) **$41,000**

Task 701: Final Plans

Olsson will prepare final design plans for the proposed box culvert construction. The following design tasks are anticipated and included:

Final Design & Final Plans

- Incorporate comments from City on preliminary plan submittal
- Prepare & Submit Final Plans
  - Cover Sheet
  - General Notes and Recapitulation of Quantities
  - Alignment and Control
  - Typical Sections

  - Plan & Profile Sheets or special grading (Roadway)
  - Plan & Profile Sheets (Box Culvert)
  - Storm System Plan & Profile Sheets (for connecting existing inlets within the project limits)
  - Pavement Marking & Signing Sheets
  - Traffic Control General Phasing
  - Sediment and Erosion Control Sheets
  - Special Details (~4 sheets)
  - Cross Sections
- Final Opinion of Probable Cost
- Draft Technical Specifications

Task 702: Structural Design

A standard MoDOT RCB will be used as the basis for the design. A detailed bill of reinforcing will not be developed for the RCB or special connections. Special connection details will be developed:

1. To connect to the existing RCB system approximately 200 feet south of 6th street on Wall Avenue.
2. To connect to the existing RCB system at 6th and Wall.

Task 703: Final PS&E

Olsson will prepare final plans, specifications, and estimate for bidding.

Final PS&E

- Incorporate comments from Client on Final Plan Submittal (100% unsigned/unsealed)
- Revise and Submit 100% PS&E (signed/sealed) for Construction Submittal
- Prepare & Submit Final Opinion of Probable Cost
- Prepare & Submit SWPPP (if applicable)
- Prepare & Submit Project Front End Docs
- Prepare & Submit Technical Specifications
- Conduct Quality Control Review

Phase 800 – Bid Phase Services **$12,500**

Task 801: Attend Pre-bid Meeting

Olsson will attend a pre-bid meeting led by the Client. Some Olsson personnel may attend this meeting virtually.

Task 802: Answer Questions and Prepare Addenda

Olsson will assist the City with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Task 803: Review and Evaluate Bids

All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Assumptions/Clarifications:

The following assumptions and clarifications apply to the scope of this workorder:

1. The portion of the box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue will be bid separately from the remainder of the alignment to allow for this phase to be constructed first. This section must be constructed prior to the start of construction the storm improvements being incorporated into the MoDOT 7th Street project.
2. After coordination with city staff, previous geotechnical investigations were shifted from along 7th Street to other locations after determining the shallow depth of rock along 7th Street. No additional geotechnical borings appear to be necessary currently.
3. A majority of the subconsultant design work was completed prior to determining 7th Street was not the optimal location. No additional subconsultant survey was completed.
4. The pavement rehab assumes that the profile of Wall Avenue is not changing and sidewalk restoration will only be designed on the western side of the street.
5. Aesthetic improvements and special streetscape features are not expected for this section of roadway.
6. The city will help coordinate with property owners regarding any property considerations such as basements, drains, or access.
7. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
8. All permit and mitigation fees, if any, will be paid for by the City.
9. Contractor shall develop detailed traffic control plans based on general phasing and present to the city for approval during construction.
10. No federal funding will be used for the project.
11. Geotechnical investigations have been completed.
12. Other assumptions identified within the scope of services.

Exclusions:

The following exclusions apply to the scope of this workorder:

1. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. More specifically, sanitary sewer conflict relocation is not included in this scope of services.
2. Detailed bill of reinforcing for RCB and special structural details.
3. Roadway concrete jointing plans.
4. Special aesthetic design elements such as benches, festival power, irrigation, tree wells or planting plans, and detailed concrete jointing plans.
5. Photometrics and street lighting.
6. Environmental review and investigations.
7. Appraisals
8. Public meeting and public engagement.
9. 3D visualizations.
10. Construction staking, administration, observation, testing, and inspection.
11. Any service that is not explicitly stated in this scope of services.

DELIVERABLES

All deliverables are assumed to be electronic (PDF) format:

- Preliminary Plans & Right-of-way Plans Phase
    - Plan Set
    - Opinion of Probable Cost
    - Easement Descriptions & Exhibits (after preliminary)
    - Valuation Waivers (after preliminary)
- Final Design (100% unsigned/unsealed) – for client review/approval
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
- Final Design (100% signed/sealed) – for bid
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
    - Project Front End Documents
    - SWPPP (if applicable)

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Completion Date (Design Scope): December 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

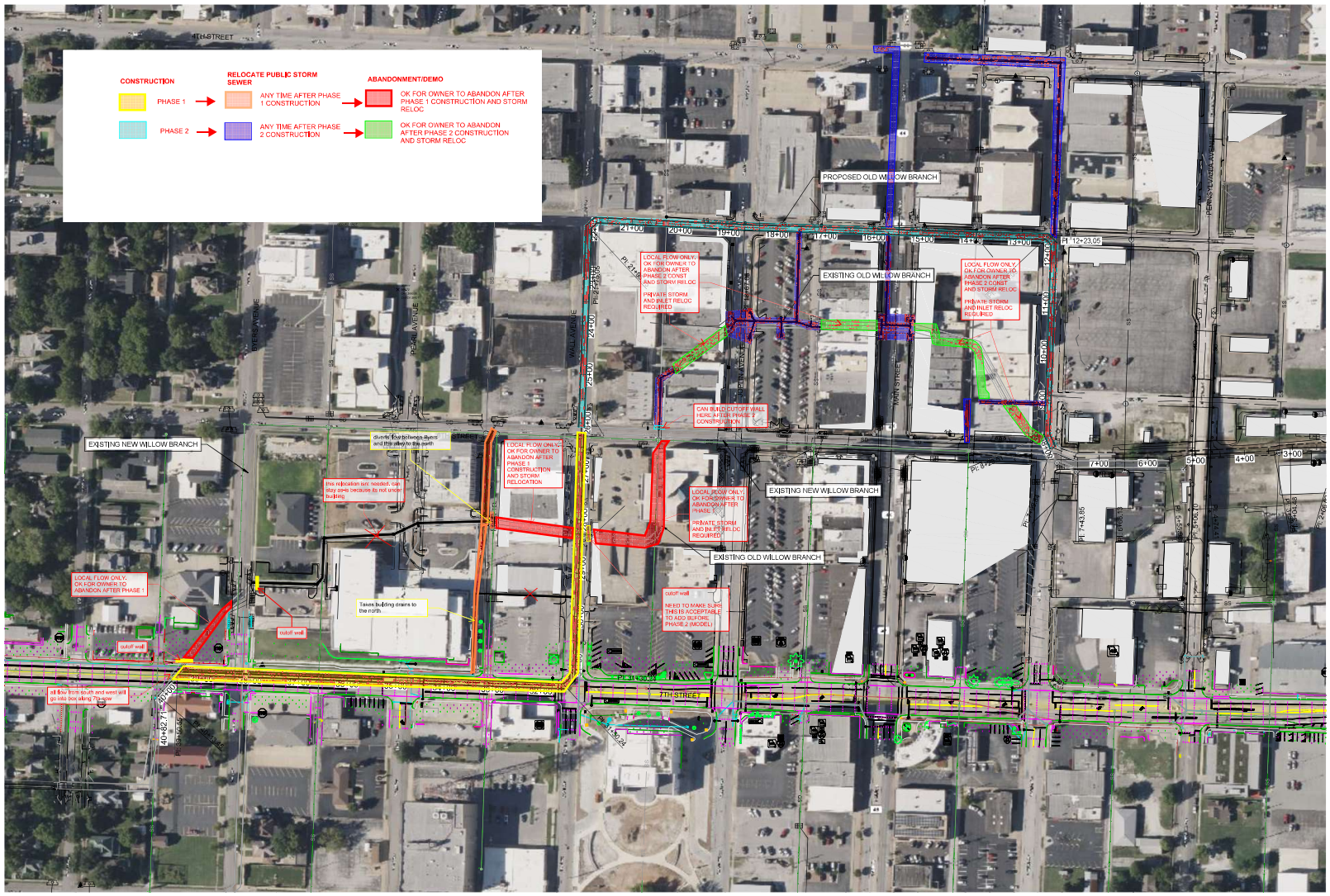
Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $98,000. The total fees in the amendment sum to more than $98,000. The $98,000 fee reflects the net increase in fees to complete the scope of services from the original agreement and scope of services for this amendment. The fee reduction from total of original and amendment are a result of the overlaps in some of the services, which remain unchanged.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

OLD WILLOW BRANCH 2025 REPLACEMENT - CONSTRUCTION AND ABANDONMENT PHASING PLAN



GENERAL NOTE:
ONLY EXISTING OLD WILLOW BRANCH, EXISTING NEW WILLOW BRANCH, AND PROPOSED OLD WILLOW BRANCH SHOWN ON OVERALL PLAN.

550 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

OVERALL PLAN
ALTERNATE 2

OLD WILLOW BRANCH
STORMWATER IMPROVEMENTS

2025

JOPLIN, MISSOURI

drawn by: AGW
designed by: EJS
project no.: 024-046478
date: 03.24.2025

SHEET
1 of 7

F:\2024\046501-050\050204-046417-BUS-Design\AutoCAD\Final Plans\Sheets\WTRSW_STM01_B240464?.dwg
DATE: Apr 22, 2025 - 4:51pm USER: estratton

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-128 – approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson for professional engineering consulting services for the design of the Grand Falls Trail.

MEETING DATE
June 16, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-128, Amendment 1

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 Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail.

BACKGROUND
City Council previously approved a work authorization with Olsson for the design of the Grand Falls Trail which included the conceptual design of a new parking area and overlook near the falls. The City has since received additional funding through a TAP grant that will help fund the construction of the trail. Due to the addition of grant funding, the parking area and overlook are planned to be added as bid alternates so they can be constructed should funding allow. The conceptual designs have to be finalized in order to be added to the bid.

This amendment includes the final design of the parking area and overlook; survey; hydraulic analysis; and wetland, stream and glade management/permitting requirements. It also includes assistance with the preparation of the bid documents. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This is included in the FY 2025 budget in the Parks and Stormwater Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2025-128 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail, a true and accurate copy of said amendment to work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said 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 consultant's work under said contract, in substantial conformance with the attached Amendment to the work authorization, 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 Parks and Stormwater Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of July 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-128

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax 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, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Dan Johnson		Attention: Jonathan Peitz, Clayton Cristy	
Department: Engineering		Phone: 417-890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-OC22-02, Amendment #1 Grand Falls Parking Lot and Trail	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC22-02) GRAND FALLS PARKING LOT AND TRAIL BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED July 12, 2022

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC22-02 to Master Agreement for Professional Engineering Consulting Services Dated 07/12/2022

exceed the sum of One Hundred Eight Thousand Three Hundred Fifty and 00/100 Dollars ($108,350.00).

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

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Notice. 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: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

AMENDMENT #1

Date: 5/30/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 12, 2022 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Falls (Along Riverside Drive/Grand Falls Road from Jackson Avenue to Grand Falls Dam)

Project Description: Grand Falls Trail along Riverside Drive/Grand Falls Road
Trailhead and Parking Lot at Grand Falls
Grand Falls Overlook (site features, beautification elements)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

DESIGN SERVICES

Phase 200 – Surveying Services

Task 203 – Additional Topographic Survey Data

Olsson shall perform additional topographic survey for the area shown in the attached Exhibit C to connect to previous job 022-04049. Control points from the previous job will also be found and used for this site. The topographic survey data will be collected on approximately a 50-foot grid along with high and low spots, break lines and line connectivity will be used to contour the site. Contours will be shown on a (1) foot contour interval with spot elevations shown if needed for clarity. All physical improvements including buildings, driveways, sidewalks, fencing and visible utilities, as well as underground utilities as located by Missouri One-Call system will be shown.

Topographic Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System– Zone West-US Survey foot.

Only an in-house AutoCAD drawing will be provided.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey.

Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

- Easement Preparation
  One Easement document consists of a description and a sketch. Olsson's fee includes preparation of two (2) easement documents. Olsson's fee for preparation of additional easement documents will be $750.00 per Easement Document.

Phase 700 – Parking Lot & Overlook Design Plans

Task 701 – Overlook 10% Concept Plans

Olsson shall prepare a concept design plan, preliminary hardscape and wall materials, concept lighting, fencing, site amenities, and plant palette for Project site, as shown on the attached Exhibit A, based on Client-provided site programming. Concept design plans will include preliminary site plan locations, sizes, shapes, elevations, and materials options. Concept design plans will include development of two (2) concept options for the Grand Falls overlook.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) in-person site meeting to review potential Overlook locations
- One (1) virtual concept design review meeting

Deliverables: One (1) concept design package, meeting notes and memorandums, as required.

Task 702 – Overlook & Parking Lot 60% Plans

Olsson will prepare design development plans for Client based on approved conceptual design plans, including preliminary site plan locations, sizes, shapes, elevations, and materials options. Olsson will submit plans for Client review and comments. Design will include proposed parking lot layout, parking lot lighting, proposed overlook layout, retaining wall materials, preliminary design grading, and associated softscape. If required, a photometric analysis considering illuminance and/or luminance will be prepared and submitted to Joplin staff to ensure compliance with standards are met. Lighting will comply with Dark Sky requirements. Proposed power source locations will be reviewed with power provider and coordinated to ensure power feed can be provided. Voltage drop and circuitry will be reviewed to determine optimum placement of control equipment for current and future build of the parking lot and trail system. Design development plans will be considered as 60% completion construction documents. Olsson will submit one (1) plan set to the client for review and comment. Plans will be incorporated into the existing plan

set as bid alternatives and additional sheets will be added as needed. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- Up to two (2) virtual conference call review meetings
- One (1) in person review meeting and site visit

Task 703 – Final Design Plans

Olsson will prepare construction documents, based on Client approved design development plans. Olsson will incorporate Client comments into construction documents. Construction documents will include elevation, section, details, and layout plans for requested removal of existing trees, parking lot lighting, trail head, overlook, retaining wall materials, privacy fencing and additional landscaping. Final plans will be incorporated into the overall project plan. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) Site visit for location review and resolution review
- Two (2) virtual conference call review meetings

Deliverables: Final PS&E documents for Bid Alternatives; and meeting notes and memorandums, as required.

Task 704 – Hydraulic Analysis

a. Additional modeling is required to evaluate the impacts of a proposed scenic overlook at Grand Falls Dam. The location is shown in the floodway in the draft version of the upcoming flood map for Newton county. Currently, the project is located in the Zone AE floodplain of Shoal Creek with a defined floodway. Work within the floodway is required to cause no increase to the base flood elevation.

b. Development of hydraulic model for evaluation.

i. The city will provide the draft hydraulic model from SEMA for the upcoming flood map update for Shoal Creek. The draft model will be utilized as the best available information and the starting point for the evaluation. If the draft model is not provided by the city, Olsson with utilize the previously developed model for shoal creek to perform the no-rise evaluation.

ii. Olsson will utilize hydrologic information from the FIS study for peak flow rates.

c. The hydraulic model will be used to evaluate project impacts to the base flood elevation and compliance with no-rise criteria.

i. Olsson will adjust the location and size of the overlook in an attempt to offset impacts to the base flood elevation

1. This scope assumes the selected alternative will have minimal grading or obstructions within the floodway. Some overbank grading near the overlook may be recommended to achieve a no-rise.
2. It is understood that channel improvements are not included in the scope of work for the project, so avoiding fill within the floodway will be paramount to meeting no-rise and floodplain requirements.

d. Complete a floodplain development permit application and no-rise certification (if applicable) to be submitted with the construction drawings deliverable.

e. Complete a brief 1-2 page no-rise report summarizing the evaluation and results.

f. Exclusion: FEMA CLOMR and LOMR: It is assumed that the project will be able to meet a no-rise criteria without significant improvements to the stream and culverts/bridges. If the project cannot avoid the floodway and creates an increase in the base flood elevation, a contract amendment will be required to perform a CLOMR and a LOMR. Map revision work is not able to be performed without first obtaining the effective model from FEMA.

Task 705 – Revised Wetland and Stream Delineation and Report

Olsson will revise the wetland and stream delineation report for the Grand Falls Trail project (Project) in Joplin, Missouri to include the additional area for the overlook. Olsson will follow the methods described in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (November 2010).

a. **Desktop Review**
Olsson will conduct a desktop review of available databases to determine areas within the additional Project site study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

b. **Site Visit**
Following desktop review, Olsson will conduct a site visit to verify the presence or absence of wetlands, streams and other waters identified in the additional study area. The site visit will be conducted by traversing the Project site study area to identify wetland characteristics, including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region Data Forms will be completed. Photographs documenting site conditions, including wetlands and other waters, will be provided. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

c. **Report**
Upon site visit completion, Olsson will revise the previous completed wetland and stream report to include any additional wetland and stream findings within the expanded Project site study area. The wetland delineation and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of wetland and stream delineation results. Figures documenting information gathered during desktop review and figures showing wetland, streams and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

ASSUMPTIONS:
Client will provide the following:
1. Project description
2. Location information
3. General Project location map
4. Project site access and landowner permission

ITEMS NOT INCLUDED IN THIS TASK:
1. Individual Permit (over 0.5 acre of wetland impacts),
2. On-Site Habitat or Threatened and Endangered Species Evaluations,
3. On-Site Cultural Resources Study or Evaluation,
4. Permittee Responsible Mitigation Plan and Monitoring.

Task 706: Glade Restoration & Management Plan
Olsson will develop a Glade Restoration Plan for the Grand Falls Trail Overlook project located in Joplin, Missouri.

a. **Native Plant Species Specification.** Native plant species will be selected that are adapted to the environmental conditions present at the project site (e.g., climate, precipitation, soils, growing season, pests), and that will require minimal maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected, with an emphasis on species adapted to glade habitats.

b. **Seed Mix Specification.** A custom seed mix will be developed that contains species adapted to the environmental conditions specific to the project location. Species that are available for purchase from native seed providers will be selected.

c. **Planting Specifications.** Planting specifications that will assist the construction contractor with sourcing, planting, and establishing the seeds and plant materials included in the Glade Restoration Plan will be developed.

d. **Maintenance Plan.** Maintenance specifications that will assist the city staff or contractors with maintaining the native glade species and controlling noxious and invasive species will be developed.

e. **Quality Control Review.** Olsson will conduct a quality control review of the engineering plan sheets to ensure conformance with the Glade Restoration Plan.

Phase 800 – Bidding Phase

Task 801: Preparation of Bid Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will attend the pre-bid meeting and prepare agenda for the meeting. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The client will be informed on a regular basis of project changes resulting from bidders questions.

Task 802: Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award. Olsson will prepare any required RTP Grant bid concurrence documentation.

Phase 900 – RTP Grant Permitting Assistance

Task 901: Wetland and Stream Field Delineation

Olsson will complete a presence/absence survey of potentially jurisdictional wetlands and streams at the following locations in Joplin, Missouri so that construction and installation of these features can avoid impacting jurisdictional wetlands, streams, and other waterbodies:

- Ron Richard Park
- McIndoe Park
- Landreth Park
- Tin Cup Trail
- Mohaska Trail

Olsson will follow the methods described below:

- Desktop Review. Olsson will conduct a desktop review of available databases and compare them to the proposed locations for the installation of bike racks and benches to identify those that may be within or in close proximity to regulated

Waters of the United States. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

- Field Delineation. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. at select locations identified during the desktop review. The boundaries of wetlands, streams, and/or other waters of the U.S. boundaries will be delineated using marking flags or paint, and the locations will be recorded with a sub-meter accuracy global positioning system (GPS) unit. Photographs documenting the locations will be taken. Photographs and GIS coordinates will be provided to the client.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed upon, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of notice to proceed.
Anticipated Completion Dates: The field delineation will be completed and deliverables provided to the client within 30 days upon receipt of notice to proceed.

ASSUMPTIONS

Client will provide the following:

1. General Project Location Map
2. Project Area Access and Landowner Permission

ITEMS NOT INCLUDED IN SCOPE:

1. Nationwide 404 Permit Application
2. Individual Section 404 Permit Application
3. On-site meetings with the Corps
4. Changes in project design or location requiring additional field delineations
5. In-person agency or client meetings
6. Wetland Delineation Report outlining methods and results of desktop review and field delineation.

Task 902 – Agency and Client Coordination

Olsson will provide coordination with staff at the City of Joplin and the U.S. Army Corps of Engineers as needed for the additions of bike racks and benches to the Grand Falls Trail project in Joplin, Missouri. Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below.

ASSUMPTIONS

Client will provide the following:

1. Revised project description,
2. Revised project design sheets,

3. Revised quantity (in cubic yards and square feet) of dredge and fill in Waters of the U.S. from the project,
4. Revised quantity (in cubic yards and square feet) of temporary and permanent impacts by the project to Waters of the U.S.

ITEMS NOT INCLUDED IN THE SCOPE:

1. In-person agency or client meetings

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of the notice to proceed.

Anticipated Completion Dates: Olsson will submit a revised NWP to the USACE within 30 days of notice to proceed. Following submittal, the USACE timeline can vary in issuing a permit.

Assumptions and Exclusions

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- All permit and mitigation fees will be paid by the Client
- Assumes an individual 404 Permit will not be required, the nation-wide permit will be sufficient.
- Client shall provide design guidelines, City Fonts, and Parks Department Logos

Exclusions include, but not limited to the following:

- 3D Visualization and modeling
- LiDAR Scanning and Point Cloud Terrain
- Irrigation Plans and Details
- Design of any culvert modifications
- Contract development for contractor
- Geotechnical study
- Three-dimensional modeling and illustrative graphics
- Value engineering revisions
- Payment of submittal fees and expenses for governmental reviews
- Elevation certifications
- As-built surveys and preparation of record drawings, except were specifically stated otherwise.
- Value Engineering Revisions
- Payment of Submittal Fees and expenses for governmental reviews
- Construction Inspection and Testing
- Any services not specifically detailed in the scope.

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: December 31st, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

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 agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson via email: jpeitz@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____ By _____

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Joplin, Missouri

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Amendment 1 Fee Summary - Overlook, Parking Lot and RTP Grant			
Phase	**Task**	**Description**	**Fee**
200		**Survey Services**	**$9,100.00**
	203	Additional Topographical Survey	$9,100.00
700		**Parking Lot & Overlook Design Plans**	**$86,000.00**
	701	Overlook Concept Plans	$9,500.00
	702	Overlook & Parking Lot 60% Design Plans	$35,000.00
	703	Overlook & Parking Lot Final Design Plans	$25,000.00
	704	Hydraulic Analysis	$9,000.00
	705	Revised Wetland & Stream Delineation Report	$1,500.00
	706	Glade Restoration & Management Plan	$6,000.00
800		**Bidding Phase**	**$9,500.00**
	801	Preparation of Bid Documents	$6,500.00
	802	Review and Evaluate Bids	$3,000.00
900		**RTP Grant Permitting Assistance**	**$3,750.00**
	901	Wetland and Stream Field Delineation	$3,000.00
	902	Agency & Client Coordination	$750.00
		Contract Amendment Total =	**$ 108,350.00**

Attachments
Olsson Billing Rate Schedule
Exhibit A: Project Site
Exhibit B: RTP Permitting Site
Exhibit C: Additional Topo Area

EXHIBIT A - PROJECT SITE FOR OVERLOOK AND PARKING LOT DESIGN

PROJECT AREA

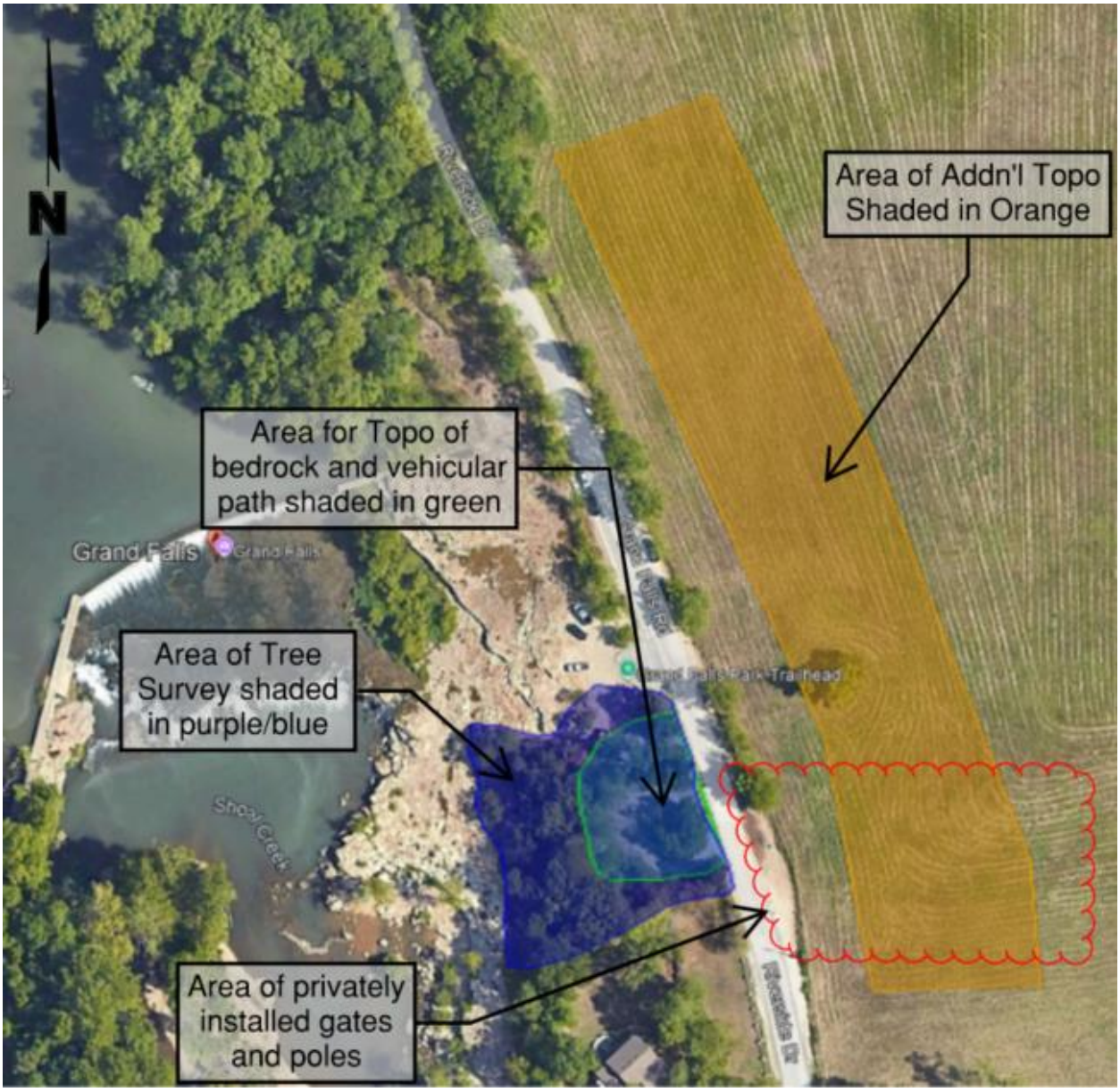
Grand Falls Rd

Riverside Dr

Google Earth

olsson

Topographic Data Collection Exhibit



550 E. St. Louis Street / Springfield, MO 65806
O 417.890.8802 **/ olsson.com**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-003 – AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

MEETING DATE
May 19, 2025

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2025-003

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 82-191, Unlawful Use of Weapons; Exceptions, of the Joplin City Code, as it pertains to hunting within city limits; establishing regulations related to bow hunting in the city; and fixing the time when this ordinance shall become effective.

BACKGROUND
The City of Joplin does not currently have measures in place to control the urban deer population. To help reduce the number of deer/vehicle collisions occurring on city streets, the City may allow archery hunting under specified conditions and by permit to allow bow hunters to hunt deer within the city limits to better manage the deer population in a safe and effective manner. The proposed ordinance provides many conditions that a person must meet in order to bow hunt on private land within the city limits.

FUNDING SOURCE
N/A

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

AMENDED COUNCIL BILL NO. 2025-003 ORDINANCE NO.

AN ORDINANCE amending Chapter 82 - Offenses and Miscellaneous Provisions, Section 82-191 – Unlawful Use of Weapons; Exceptions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

WHEREAS, deer/vehicle collisions occurring on city streets each year present traffic safety concerns to the community; and

WHEREAS, by reducing the number of deer within the city using hunting, the city can manage the deer population in a safe and effective manner; and

WHEREAS, it is the desire of the City Council to prioritize traffic safety through a reduction in the deer population.

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

Section 1. That Chapter 82. Offenses and Miscellaneous Provisions, Article I, Section 82-191. - Unlawful use of weapons; exceptions, is amended by enacting a new subsection (g), as follows:

"Sec. 82-191. Unlawful use of weapons; exceptions.

(a) For the purposes of this section, terms and phrases used herein shall have the definitions given them under RSMo 571.010.

(b) A person commits the crime of unlawful use of weapons if he knowingly:

(1) Carries concealed upon or about his person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use.

(2) Sets a spring gun;

(3) Discharges or shoots a firearm into a dwelling house, a railroad train, boat, aircraft or motor vehicle as defined in RSMo 302.010, or any building or structure used for the assembling of people;

(4) Exhibits, in the presence of one or more persons, any weapon readily capable of lethal use in an angry or threatening manner;

(5) Possesses or discharges a firearm or projectile weapon while intoxicated;

(6) Discharges a firearm within 100 yards of any occupied schoolhouse, courthouse, or church building;

(7) Discharges or shoots a firearm at a mark, at any object, or at random, on, along or across a public highway or discharges or shoots a firearm into any outbuilding;

(8) Carries a firearm or any other weapon readily capable of lethal use into any church or place where people have assembled for worship, or into any school, or into any election precinct

on any election day, or into any building owned or occupied by any agency of the federal government, state government or political subdivision thereof;

(9) Discharges or shoots a firearm at or from a motor vehicle, as defined in RSMo 301.010, while within any city, town or village, and discharges or shoots a firearm at any person, or at any other motor vehicle, or at any building or habitable structure, unless the person was lawfully acting in self-defense;

(10) Carries a firearm, whether loaded or unloaded, or any other weapon readily capable of lethal use, into any school bus, or onto the premises of any function or activity sponsored or sanctioned by school officials or the district school board.

(c) Subsections (b)(1), (3), (4), (6), (7), (8), (9), and (10) of this section shall not apply to or affect any of the following:

(1) All state, county, and municipal peace officers possessing the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the state, whether such officers are within or outside their jurisdictions, or on-duty or off-duty, or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(2) Wardens, superintendents, and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime;

(3) Members of the armed forces or national guard while performing their official duty;

(4) Those persons vested by article V, section 1 of the state Constitution with the judicial power of the state and those persons vested by article III of the Constitution of the United States with the judicial power of the United States, the members of the federal judiciary;

(5) Any person whose bona fide duty is to execute process, civil or criminal;

(6) Any federal probation officer;

(7) Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the board of police commissioners under RSMo 84.340; and

(8) Any state probation and parole officer, including supervisors and members of the board of probation and parole, authorized to carry a firearm pursuant to RSMo 217.710.

(9) Any coroner, deputy coroner, medical examiner, or assistant medical examiner.

(d) Subsections (b)(1), (5), (8), and (10) of this section do not apply when the actor is transporting such weapons in a nonfunctioning state or in an unloaded state when ammunition is not readily accessible or when such weapons are not readily accessible. Subsection (b)(1) of this section does not apply to any person 21 years of age or older transporting a concealable firearm in the passenger compartment of a motor vehicle, so long as such concealable firearm is otherwise lawfully possessed, or when the actor is also in possession of an exposed firearm or projectile weapons for the lawful pursuit of game, or is in his or her dwelling unit or upon business premises over which the actor has possession, authority or control, or is traveling in a continuous journey peaceably through this state. Subsection (b)(10) shall not apply if the firearm is otherwise lawfully possessed by a person while traversing school premises for the purposes of transporting a student to or from school, or possessed by an adult for the purposes of facilitation of a school sanctioned firearm-related event.

(e) Subsections (b)(1), (8), and (10) of this section shall not apply to any person who has a valid concealed carry endorsement issued pursuant to RSMo 571.094, or a valid permit or endorsement to carry concealed firearms issued by another state or political subdivision of a state.

(f) Any person violating this section shall be punished upon conviction thereof as provided by section 1-5.

(g) Archery hunting of deer on a privately owned tract of land one (1) acre or larger where the property is in single ownership with no more than one dwelling unit per one acre on the tract, with provisions for controlled hunting on public lands are subject to the following conditions:

(1) Hunters must have all required state permits and abide by all state hunting regulations and seasons.

(2) Hunters must register at city hall and carry written permission from the property owner. A hunter must display that written permission at the request of a law enforcement officer.

(3) Hunters must be at least (16) years of age; and if under (18) years of age such person must hunt in the immediate presence of a properly licensed adult hunter who is eighteen (18) years of age or older and who has in his/her possession a valid hunter education certificate card or was born before January 1, 1967.

(4) Hunters must be elevated a minimum of ten (10) feet from the ground when discharging a bow in the act of hunting.

(5) It shall be unlawful to discharge a bow and arrow within sixty (60) feet of a dwelling house, a building or structure used for the assembly of people, a street, a highway, park, or property line.

(6) Hunters may aggregate adjacent land to hunt on with written permission from the property owner(s).

(7) No bow and arrow shall be discharged in the direction of any human, roadway, structure, or domestic animal within reasonable range of the weapon at an angle which might allow the projectile to strike at, or dangerously near, these objects.

(8) No field dressing will be allowed within one hundred (100) feet of any property line.

(9) Each hunter who successfully harvests a deer will report the hunter's name, the gender of the animal, and the location where harvested to the city manager's office.

(10) Only a recurve archery bow or compound bow that requires completely manual operation without any means to cock the weapon and leave it in a stable state until it is released or fired via a trigger mechanism are authorized for use under this subsection.

(11) Hunters using a recurve archery bow or compound bow are required to have taken a Missouri Department of Conservation approved hunter education course and are required to mark their arrows with their nine-digit Missouri Conservation Identification Number; except that persons born before January 1, 1967 shall be exempt from the hunter education course requirement, and shall instead be required to mark their arrows with a city-issued identification number.

(12) No crossbows are permitted.

(13) Hunters shall have the right of retrieval based upon the permission of the adjoining landowner.

Section 2. That this ordinance shall be in full force and effect twenty (20) days after its passage."

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney