JOPLIN CITY COUNCIL MEETING
MONDAY, JULY 20, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
AGENDA

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

In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Brian W. Jones, 1015 Sheridan, Joplin, Would Like To Speak On Anti-COVID Preventative Measures Enforced.

   2. Margey Upson Would Like To Speak About Respect

   3. Brian Evans, 4308 W. 28th Place, Joplin, Would Like To Speak On The Mask Ordinance.

   4. Juan "Cookie" Estrada, 3404 W. McIntosh Circle, Joplin, Would Like To Speak On CARES Act

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-518
      AN ORDINANCE approving a Petition to Establish the 32nd Street Place Community Improvement District and creating the 32nd Street Place Community Improvement District.

      Documents:

      CB2020-518.PDF

8. **Consent Agenda**

   1. Minutes Of The July 6, 2020 City Council Meeting

      Documents:

CC MINS.JULY 6, 2020.PDF

2. Minutes Of The July 8, 2020 Special City Council Meeting

   Documents:

   SP. MTG. JULY 8-,2020 MASKS-FACE COVERINGS.PDF

3. COUNCIL BILL NO. 2020-140
   COUNCIL BILL NO. 2020-140 - AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater Project (TS0612) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2020-140.PDF

4. COUNCIL BILL NO. 2020-267
   AN ORDINANCE establishing grades and accepting the Plat of Eagles Edge Subdivision located at approximately 400′ West and 650′ North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2020-267.PDF

5. COUNCIL BILL NO. 2020-265
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 400′ West and 650′ North of the West end of public right-of-way on W. 32nd St., Joplin, Jasper County, Missouri.

   Documents:

   CB2020-265.PDF

6. COUNCIL BILL NO. 2020-266
   AN ORDINANCE establishing grades and accepting the Plat of QuikTrip No. 7061 Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2020-266.PDF

9. Resolutions

1. RESOLUTION NO. 2020-011
   A RESOLUTION summarizing the City of Joplin's COVID-19 proposed project listing and requesting the authority of City Council to submit the projects as listed to Jasper and Newton County Commissioners as the City's request for their CARES Relief funding.

Documents:

NEWTON_COUNTY_CARES_ACT_APPLICATION.PDF
RS 2020-011.PDF
RS 2020-011 SUMMARY.PDF
FINAL COVID-19 BUDGET FORMULATION_V2.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-152
AN ORDINANCE authorizing the City of Joplin to enter into a construction agreement with Encompass IDBO, LLC, in the not to exceed the amount of Four Hundred Eighty-Nine Thousand, Four Hundred Fourteen and 00/100 Dollars ($489,414.00) for construction services associated with the Miscellaneous Wastewater Treatment Facilities Improvements 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-152 MISC. IMPROVEMENTS WWTF 2020.PDF
BID TAB FORM.PDF
00500 - AGREEMENT 2020.PDF
CB 2020-152 MISC IMPROVEMENT WWTF UPDATED.PDF

2. COUNCIL BILL NO. 2020-517
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and JMJ Rental Enterprises, Inc., a Missouri corporation, for the sale of one parcel at 903 Virginia Avenue, approximately 3,600 square feet of land, in the amount of Four Thousand Seven Hundred Fifty Dollars and No Cents ($4,750.00) 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 2020-517 SUMMARY LAND SALE 903 VIRGINIA .PDF
CB 2020-517 EXHIBIT A 903 VIRGINIA REAL ESTATE CONTRACT.PDF
MAP OF 903 VIRGINIA.PDF
CB2020-517 ORDINANCE.PDF

3. COUNCIL BILL NO. 2020-607

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; to adjust appropriations; and containing an emergency clause.

Documents:

2020-607 SUMMARY SHEET.PDF
CB2020-607.PDF
2020MS_EA_RENEWAL.PDF

11. **Ordinances - First Reading**

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

    1. COUNCIL BILL NO. 2020-516
       AN ORDINANCE approving a Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

       Documents:

       CB2020-516.PDF

13. **Unfinished Business**

14. **New Business**

    1. Discussion Of The COVID 19 Response And Recovery Plan.

    2. News From Public Information Officer Lynn Onstot

    3. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2019. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

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

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

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 2020-518 – Approving a Community Improvement District Petition entitled 32nd Street Place

MEETING DATE
July 20, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-518 Ordinance; Exhibit "A" Community Improvement District Petition; Blight Study; Map of 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 Community Improvement District (CID) Petition for the area generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a petition to the City to form a community improvement district (CID) for a proposed development located in this general area, called 32nd Street Place. The developer seeks a blighted designation with the CID petition in order to make certain improvements. A CID is a commonly used financing tool to fund public improvements.

The petition proposes to add a 1% sales tax within the district to fund improvements within this proposed development area. The additional sales tax will end at the earlier of thirty years from the effective date, or until the entire cost of the CID Services and CID projects are repaid, or until any bonds issued are fully repaid. Furthermore, this District will terminate automatically if a Redevelopment Plan and a Cooperative Agreement has not been approved by the City Council by December 31, 2020.

This District will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board and have access to certain financial records.

According to Missouri Revised Statutes, blight is defined as follows:

> "Blighted area", an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision

of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition or use.

A blight study by Sterrett Urban, LLC. determined the area is a "blighted area" creating an economic underutilization and an inability to pay reasonable taxes. The study concludes the following blight factors are present:

- Unsafe and unsanitary conditions
- Defective and inadequate street layout that makes development a challenge
- Deterioration of site improvements throughout the area

The proposed district is located in what should be one of Joplin's busiest commercial areas. Given the current state of this area, new development is difficult to attract, resulting in lower sales tax for the community.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

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

32nd Street Place Community Improvement District

Blight Study

Woodsonia Joplin, LLC

Joplin, Missouri
June 24, 2020

STERRETTURBAN LLC

32nd Street Place Community Improvement District

Blight Study

Woodsonia Joplin, LLC

Joplin, Missouri
June 24, 2020

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Introduction

The purpose of this analysis is to determine if the proposed 32nd Street Place Community Improvement District (the "Study Area") in Joplin, Missouri evidences blight according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "Act"). The consultant visited a portion of the Study Area in March 2019 and all of the Study Area on June 18 and June 24, 2020. The effective date of this study is June 24, 2020, the last date of inspection.

The Study Area lies within the city of Joplin, Missouri, and is generally bounded by East 32nd Street (Highway FF) on the north, the Kansas City Southern Railroad tracks on the east, Interstate 44 on the south, and S. Range Line Road on the west. The Study Area is depicted in the map included on the following pages. The Study Area encompasses twenty-one (21) property tax parcels containing approximately 114.40 acres of fee simple property.

Definitions

Chapter 67 of the Missouri Revised Statutes, entitled "Political Subdivisions, Miscellaneous Powers", under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation, and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is located in a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID. The Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

2. Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:

(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and

(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose. (67.1461.2, RSMo.)

The Act provides the following definition for a blighted area:

"Blighted area", an area which:

(a) By reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use; or

(b) Has been declared blighted or found to be a blighted area pursuant to Missouri law including, but not limited to, chapter 353, sections 99.800 to 99.865, or sections 99.300 to 99.715. (67.1401, RSMo.)

Methodology

The purpose of this work was to analyze conditions located within the proposed 32nd Street Place Community Improvement District so as to determine if the Study Area qualifies as a blighted area as defined within the Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed to produce a chart showing blight conditions present in the Study Area.

Field investigations were conducted to document physical conditions within the categories of blight set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through Newton County and the city of Joplin and analyzed. Additional supplemental and updated information was obtained through discussions with representatives of the property owner, and various reports and studies prepared or commissioned by the City, property owners and other stakeholders.

The consultant visited a portion of the Study Area in March 2019 and all of the Study Area on June 18 and June 24, 2020. The effective date of the study is June 24, 2020, the last date of inspection.

Previous Blight Determinations

Study Area

The Study Area is not included in a previously approved redevelopment plan, in whole or in part.

Adjoining Areas

Redevelopment plans, particularly those with a finding of blight, do exist near the Study Area (within approximately one mile). The catastrophic EF-5 tornado that struck the southern part of Joplin in 2011 was about 1,000 feet north of the Study Area at its closest. As a result of the historic damage the City formed the Recovery Tax Increment Financing Plan that covered approximately 3,100 acres and provided a catalyst for a number of redevelopment projects. The largest redevelopment district in Missouri was terminated in April 2020 due to greater-than-expected business growth within the plan boundaries. The redevelopment district was approved by the City with a finding of blight.

Located immediately north of 20th Street and east of Range Line Road, the 1717 Marketplace Tax Increment Financing Plan was approved in 2005 with a finding of blight to redevelop 38.80 acres of vacant and deteriorating property.

The Hope Valley Tax Increment Financing Plan was approved by the City of Joplin in 2014 for an area of approximately134 acres located south of Interstate 44 and west of Range Line Road. The redevelopment area was approved by the City with a finding of blight.

Legal Description

The Study Area consists of twenty-one (21) property parcels, in whole or in part. A specific legal description of the parcels included within the proposed community improvement district is included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The proposed redevelopment area contains twenty-one (21) tax parcels, in whole or in part. All of the parcels are identified by the Newton County Assessor's office, with the exception of two parcels that are each a portion of a larger parcel as noted in Appendix A. A listing of the tax parcels identified by the Newton County Assessor is included in Appendix A with ownership information, site address, county parcel identification number and the abbreviated legal description.

Boundary Map



PROPERTY DATA

Location & Access

The 32nd Street Place Study Area encompasses approximately 114.40 acres and consists of twenty-one (21) tax parcels, in whole or part, that are generally bounded by E. 32nd Street on the north, Kansas City Southern Railroad tracks on the east, Interstate 44 on the south and S. Range Line Road on the west in Joplin, Newton County, Missouri.

The existing access points to the Study Area are located on S. Range Line Road, E. 32nd Street, E. 36th Street and Hammons Boulevard. The Study Area has quick and easy access to Interstate 44, located approximately one-fifth of one mile to the south with a full interchange on S. Range Line Road. E. 32nd Street and S. Range Line Road, both classified as a "Principal Arterial", form the northern and southern boundaries of the Study Area, respectively. Both streets are primary commercial corridors in Joplin and have high traffic counts (about 23,000 vehicles per day on S. Range Line Road between E. 32nd Street and Interstate 44, and about 15,000 vehicles per day on E. 32nd Street between S. Range Line Road and the Kansas City Southern Railroad tracks). As such the two major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

Hammons Boulevard and E. 36th Street are the only streets to provide access to the interior of the Study Area. Classified as "Local Streets", Hammons Boulevard and E. 36th Street provide access to a variety of uses, including six restaurants (one closed), one warehouse retailer, two hotels (one closed), one exhibit/convention space (closed), one office building, and one athletic complex. Within the Study Area Hammons Boulevard is dedicated public right of way except that portion of the boulevard from just north of the northern-most driveway accessing the Joplin Convention and Trade Center to E. 32nd Street.

The Study Area is served by the Sunshine Lamp Trolley and the designated route is along E. 32nd Street west of Hammons Boulevard, Hammons Boulevard south from E. 32nd Street to E. 36th Street, along E. 36th Street, and along S. Range Line Road between E. 36th Street and E. 32nd Street, or any deviation of the route within three-quarters of a mile of the designated route.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), also serves the entirety of the Study Area and much of the City. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. Both the Sunshine Lamp Trolley and MAPS operate Monday through Saturday with the exception of a handful of holidays.

Neither bike trails nor walking trails exist within the Study Area and none are planned.

Pedestrian access ranges between poor and excellent, as the only sidewalks that exist within the Study Area are along the building improvements and along S. Range Line Road on the western edge of the Study Area. A sidewalk also exists for a short distance

along Hammons Boulevard to provide access to a bus stop immediately east of the Sam's Club. Without a sidewalk, pedestrians have worn a path along the southern and northern edges of E. 32nd Street.

Access to the properties is fair to good. Driveways are generally in good condition that provide access to those property parcels that are improved within the Study Area. Access to the improved properties in the Study Area is via S. Range Line Road, Hammons Boulevard, E. 32nd Street and E. 36th Street.

Land Area

There is a total of twenty-one (21) property parcels within the Study Area. According to calculations from Newton County GIS maps, the Study Area contains a total of approximately 114.40 acres of fee simple interest property.

Topography

U. S. Geologic Survey topographic maps for the Study Area indicates an area that varies greatly in elevation, sloping upward to the east and then sloping downward toward the railroad on the west, and sloping downward to the south.

The highest point in the redevelopment area is located in the northcentral portion of the Study Area near 3232 E. 32nd Street at approximately elevation 1056. The lowest point in the redevelopment area is in the southwest central portion of the Study Area in Silver Creek at approximately elevation 1011. The northwest corner is located at approximately elevation 1049 and the northeast corner at approximately elevation 1042. The southeast corner is located at approximately elevation 1047 and the southwest corner sits atop fill at approximately elevation 1021. Slopes generally range between 0% and 9% throughout the Study Area.

Four properties within the southern portion of the Study Area are located within a 100-year flood plain, as well as a very small area on the eastern edge of the Study Area near the Kansas City Southern Railroad, and would not impact redevelopment plans. FEMA maps indicate a portion of the Residence Inn could be impacted by flooding of the Silver Creek. Access and parking for the four southern properties could also be impacted.

All of the Study Area is located within the Spring River watershed.

Easements

The consultant was not provided with title reports or survey that encompasses any part of the Study Area, however it is apparent from the County and City GIS maps and a field survey of the Study Area that easements exist within the Study Area for a natural gas line and power. Redevelopment of the Study Area will require some planning to minimize the impact of the noted utility easements, and as a result will restrict the type of development that can take place on the western edge of the redevelopment area impacted

by the overhead power lines that traverse the site from the electric substation located at the southeast corner of E. 32nd Street and Range Line Road, and the gas line easement that runs north/south through the middle of the Study Area.

Utilities

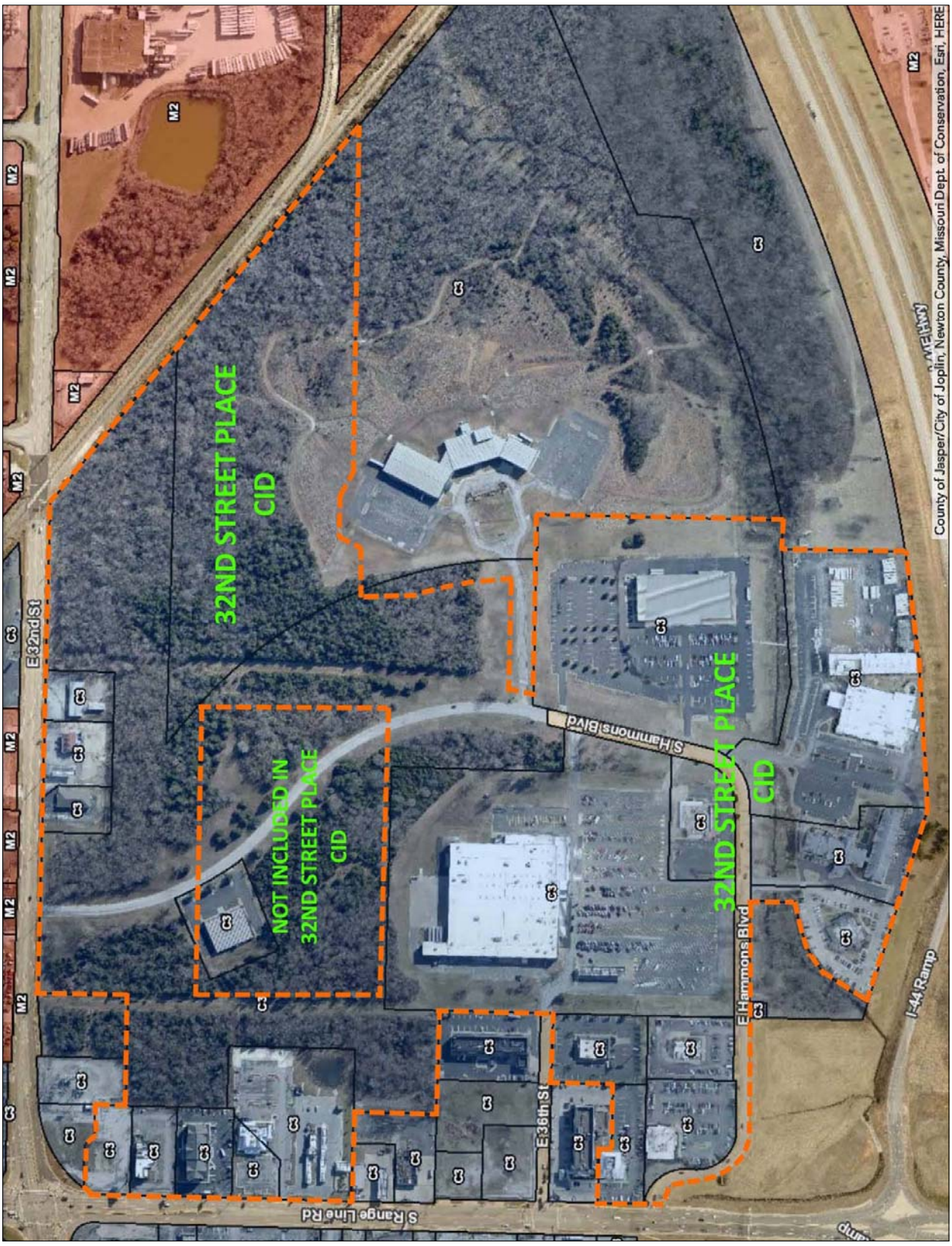
Utilities have been extended to those parcels that have been developed, but over half of the Study Area is wooded, undeveloped and is not currently served by power, water, sewers, or gas. Utilities can be extended to any part of the Study Area, but a majority of the area is not served.

Zoning

Zoning in the Study Area is C-3 ("Commercial District"). Below is a chart summarizing the intent of the C-3 zoning classification and a map illustrating the C-3 zoning district within the Study Area.

Zoning Classification	Intent
C-3 Commercial District	It is the purpose and intent of this section to permit and regulate those business and commercial uses which are appropriately located on or near major traffic arteries. Such uses as retail or wholesale trade or services which relate to automotive traffic and which tend to generate relatively high vehicular movement are included. These permitted uses normally utilize prominent attention attracting devices, tend to generate noise and commotion and are in many cases active through late night hours and are thus in conflict with any nearby residential property. Since open space and off-street parking are required, this is an extensive type of development with low land coverage but with a tendency toward unsightliness and unrelated and mixed land uses. This district is appropriate in sizeable quantities on major thoroughfares but should be insulated from adjacent property by screening or open space in order to reduce adverse effects on adjacent property.

*City of Joplin, Missouri Zoning Regulations


32ND STREET PLACE CID
NOT INCLUDED IN 32ND STREET PLACE CID
32ND STREET PLACE CID
E 32nd St
S Hammons Blvd
E Hammons Blvd
E 36th St
S Range Line Rd
I-44 Ramp
M2
C3
County of Jasper/City of Joplin, Newton County, Missouri Dept. of Conservation, Esri, HERE

Environmental
The consultant was not provided with an environmental assessment for any property located within the Study Area. The consultant is unaware of any environmental contamination within the Study Area.

It should be noted that the City's GIS mapping and a report commissioned by the development proponent – Woodsonia Joplin, LLC – of Anderson Engineering, Inc., titled "Mining Investigation Report" and dated June 9, 2020, indicates "there is significant evidence of mine features to the east of the existing Hammons Boulevard alignment."

Mine map research conducted by Anderson Engineers indicates the presence of mine shafts and prospect holes, but no underground workings within the Study Area. Other materials also show the presence of mine waste piles on the eastern side of that property within the Study Area and east of Hammons Boulevard.

Anderson Engineers conducted onsite surveys in June 2020 so as to evaluate and confirm the presence of mining features that may be on the property. During their surveys the engineers encountered numerous indications of mining activities, including large piles of chat, soil, cobbles, and aged concrete where mine shafts were marked on the maps. Remnants of past mine shafts and prospect holes were indicated by several round pits on the property and filled with water, approximately ten to twenty feet in diameter. Subsidences in the surface soil near the pits were also found with standing water that varied from twelve feet to about one hundred feet wide. Anderson Engineers noted these subsidences may be collapsed tunnels extending away from the mine shafts.

The mine features will require additional assessment to determine the appropriate methods to undertake that will allow development of the mined property to proceed while minimizing the risk of future damage to structures, other improvements, and injury to occupants. Absent action, past mining activities have produced a number of physical hazards, including the aforementioned physical hazards such as open mine shafts, collapsed mine shafts, and subsidence areas which have been known to claim lives, cause property damage, and create avenues for water to enter and leave the mines. Subsidence was often a result of the final phase of mining, known as "robbing the pillars," which involved mining the pillars that supported the mine roof. Without these supports, the mine collapsed, eventually causing subsidence at the surface.

The water in the mine shafts and possible tunnels typically became contaminated by iron sulfide and other metallic sulfides, which remained in the mine walls or were left behind by the miners. In addition to becoming very acidic, the water contained dissolved metals, some of which are very toxic. This water, in turn, typically contaminated local ground water, springs, and surface water.

Lead and zinc production – the minerals likely mined within the Study Area and very common in Joplin and the Tri-State area – involved crushing and grinding the mined rock to standard sizes and separating the ore. This left behind piles of leftover rock called tailings that were also a source of contamination. Lead, zinc, and cadmium from the

tailings leached into the shallow ground water, contaminating local wells; in addition, runoff moved contaminants into nearby streams and rivers. Wind would also blow fine metal-bearing dust (from tailings piles and roads made of tailings) into the air, spreading the contamination to nearby non-mined areas. Radon gas from the mining operations has also been detected in these mining areas.

Environmental impacts are currently unknown as the result of these mine shafts and prospects without additional assessment.

Photos of the mine features observed by Anderson Engineers, Inc. and included in their report have been included in this blight analysis.

Odors from off-site businesses located outside the Study Area may also impact the Study Area. Protein Solutions, located near the northeast corner of the Study Area, has been found by the Missouri Department of Natural Resources ("MDNR") to be in violation of state odor regulations in the past, with the last known violations in 2015. Jasper Foods, located a short distance northeast of the Study Area, has also been found by MDNR to be in violation of state odor regulations, most recently in October 2017. Odors were detected during the inspection of the Study Area, but it is not known if the odors were in violation of state regulations and the source is unknown.

Real Estate Taxes

A five-year history of the assessed values within the proposed redevelopment area is included in the appendix.

The foregoing figures are the Assessor's opinion of market value and the resulting assessed value for each of the properties within the proposed redevelopment area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value, the assessment ratio for commercial and industrial properties is 32%, and for residential properties the ratio is 19%. Agricultural property is assessed at 12%. The real estate levy for 2019 in the Study Area was $4.6086 per $100 of assessed valuation. An additional $0.40 per $100 is assessed on commercial/industrial property only (the Merchants and Manufacturers replacement tax).

In 2019, the Study Area generated $8,992,918 in taxable assessed value, generating a total of $449,638.64 in real estate taxes. Delinquent taxes amount to $125,887.98 and are all related to the closed Joplin Hotel that was recently declared a dangerous building by the city in May 2020. In addition to tax delinquencies, about eighteen acres of property within the Study Area are tax exempt and do not generate tax revenue.

In 2015 the taxable assessed value was $9,992,675. Taxable assessed value within the Study Area has declined by about 10.0% since 2015.

Existing Improvements
The Study Area consists of twenty-one parcels, in whole or in part, of which nineteen are improved with commercial uses. The two parcels (both part of larger parcels) that remain undeveloped consist of approximately 49.9 acres of wooded, vacant land, and the winding S. Hammons Boulevard. Mining features, as noted previously in this Blight Study, are located east of S. Hammons Boulevard.

Improvements facing E. 32nd Street date from 1973 through 1998 and are in fair to poor condition. Most are single-story structures and range in size between 2,600 square feet and 5,400 square feet. The uses include a retail store, convenience store and gas station, and an office/retail property fronting E. 32nd Street.

Improvements fronting S. Hammons Boulevard include a single-story office building of about 12,500 square feet that fronts the west side of S. Hammons Boulevard and was built in 1998. The Joplin Convention and Trade Center (built in 1986 and now closed) consists of about 30,000 square feet of exhibit space. Sam's Club (built in 1993) and a vacant restaurant (built in 2003 and closed in 2014 due to a fire) face E. Hammons Boulevard.

South of E. Hammons Boulevard is the Joplin Hotel (formerly a Holiday Inn built in 1979 that was at one time the largest hotel in Joplin, but closed in 2018 in the midst of a renovation) that was recently declared a "Dangerous Building" by the City of Joplin. A Residence Inn by Marriott is west of the Joplin Hotel and was built in 2006. A restaurant to the west of the Residence Inn was constructed in 2005.

Those properties that front or are near S. Range Line Road include a Steak N Shake restaurant; Olive Garden restaurant; Fuzzy's Taco Shop restaurant; and Outback Steakhouse. A little farther north is a Sonic Drive-In; Texas Roadhouse restaurant; a Fairfield Inn; and First Watch restaurant. The northern-most property near the intersection with E. 32nd Street is a surface parking lot utilized by First Watch. All of the development along S. Range Line Road was constructed or remodeled recently, with three properties improved in the mid-1990s, one in 2001, and four between 2013 and 2019.

Billboards
There is one billboard located within the Study Area just south of the 32nd Street and S. Range Line Road intersection at 3209 S. Range Line Road.

Hammons Neighborhood

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius of the Study Area at 3536 E. Hammons Boulevard.

3536 E. Hammons Blvd Radius	Historical Population 2000	2010	Estimated Population 2020	Projected Population 2025
One Mile	2,558	2,779	2,797	2,811
chg. (1 mile)		+8.6%	+0.6%	+0.5%
chg. from '00 (1 mile)		+8.6%	+9.3%	+9.9%
Three Mile	29,971	31,918	33,484	34,008
chg. (3 mile)		+6.5%	+4.9%	+1.6%
chg. from '00 (3 mile)		+6.5%	+11.7%	+13.5%
Five Mile	56,899	60,433	63,086	64,196
chg. (5 mile)		+6.2%	+4.4%	+1.8%
chg. from '00 (5 mile)		+6.2%	+10.9%	+12.8%

Source: ESRI; Sterrett Urban, LLC

3536 E. Hammons Blvd Radius	Estimated Median HH Income 2020	2025
One Mile	45,578	45,534
Three Mile	41,239	42,212
Five Mile	41,978	43,329

Source: ESRI

The population figures for that area within one mile of the Study Area demonstrate a positive rate of growth since 2000 but lagging the growth rates within three and five miles of the Study Area with the exception of between 2000 and 2010. Those growth rates are expected to increase slightly on an annual basis but the population nearest the Study Area is projected to continue to increase at a much lower rate than anywhere else

within a five-mile radius of the Study Area. The rate of growth nearest the Study Area was less than that of Joplin as a whole (+11.6%). Only population within a three mile radius experienced a higher rate of growth than that of the city.

The median household income estimate for the one-mile radius around the Study Area for 2020 was about 6.5% higher than the estimate for the city of Joplin ($42,782) but substantially lower than the estimate for all households in the United States ($62,203).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri as a whole. The following data was provided by the U.S. Census Bureau, 2014-2018 American Community Survey 5 Year Estimates:

Civilian Labor Force – Joplin, Missouri
2018

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
25,602	24,230	1,372	5.4%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5 Year Estimates

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan area in April 2020 was 10.1%.

According to the Federal Reserve, an unemployment rate of 4.0% to 5.0% can generally be considered "full employment."

Section II

Determination of Study Area Conditions

Significant findings of the 32nd Street Place Community Improvement District Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in March 2019 and June 2020. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by RSMo. 67.1401.2(3)(a) of the Missouri State Statute, as amended, exist in the Study Area. The definition of "blighted area" in Chapter 67 of the Revised Statutes of Missouri, as amended, is discussed below.

RSMo. 67.1401.2(3)(a)
The principal blighting factors reported here and in line with the statutory definition include: defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel.

Blight Defined

As presented in Section I, blight is defined as follows:

"Blighted area", an area which:

(a) By reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use; or

(b) Has been declared blighted or found to be a blighted area pursuant to Missouri law including, but not limited to, chapter 353, sections 99.800 to 99.865, or sections 99.300 to 99.715. (67.1401, RSMo.)

Several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974)

- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).

- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Component 1: Defective or Inadequate Street Layout

Conditions typically associated with defective or inadequate street layout include poor vehicular access and/or internal circulation within the Study Area; substandard driveway definition and parking layout (e.g. lack of curb cuts, awkward entrance and exit points); offset or irregular intersections; and substandard or nonexistent pedestrian circulation.

As noted above there are several conditions used to determine whether a Study Area is blighted based on defective or inadequate street layout. During the on-site investigation and field survey, these conditions were present throughout the Study Area.

There were no offset intersections found within or along the perimeter of the Study Area. Two driveways are offset with one another, however, and include the eastern access for Sam's Club at 3536 E. Hammons Boulevard and the northern access for the Joplin Convention and Trade Center.

Another important indicator of defective or inadequate street layout is high levels of traffic accidents. According to crime reports for the City of Joplin, Missouri, none of the intersections along the perimeter of or within the Study Area exhibited a high number of accidents.

Other than around building improvements, sidewalks are nonexistent in the Study Area with the exception of one short stretch of sidewalk installed to access a bus stop at the southern edge of S. Hammons Boulevard and along S. Range Line Road. Sidewalks also

exist on vehicular bridges over Silver Creek in the southern portion of the Study Area. Of note is a worn path that exists along E. 32nd Street in absence of a sidewalk.

The parking lot that serves 3232 E. 32nd Street was constructed with a parking aisle on the west side of the building that ends on the south side of the property. As such, vehicles have no choice but to back up – possibly against incoming vehicles – if the driver travels to the end of the drive aisle only to find that no parking spaces are available.

In some instances, vehicles have been driving across a property's lawn rather than asphalt or concrete as required by code.

And in the case of the closed Joplin Convention and Trade Center, the loading dock area is too short, for the amount of exhibit space there are not enough loading docks, and there is a high potential for vehicle/vehicle conflict between the loading area and the parking lot located immediately north of the loading area.

Examples of these conditions within the Study Area are provided in the photos below. Fourteen of the twenty-one properties satisfy this condition, consisting of 89.9 acres, or 78.6% of the Study Area.



3535 S. Hammons Blvd – looking south – poor circulation (short loading area, conflict with parking lot)



3232 E. 32nd St – looking southeast – poor internal circulation (dead-end parking aisle)



S. Hammons Blvd – looking south – lack of pedestrian circulation



E. 32nd Street – looking east – lack of pedestrian circulation; lack of curb/gutter



E. 32nd Street – looking east – lack of pedestrian circulation; lack of curb/drainage ditch

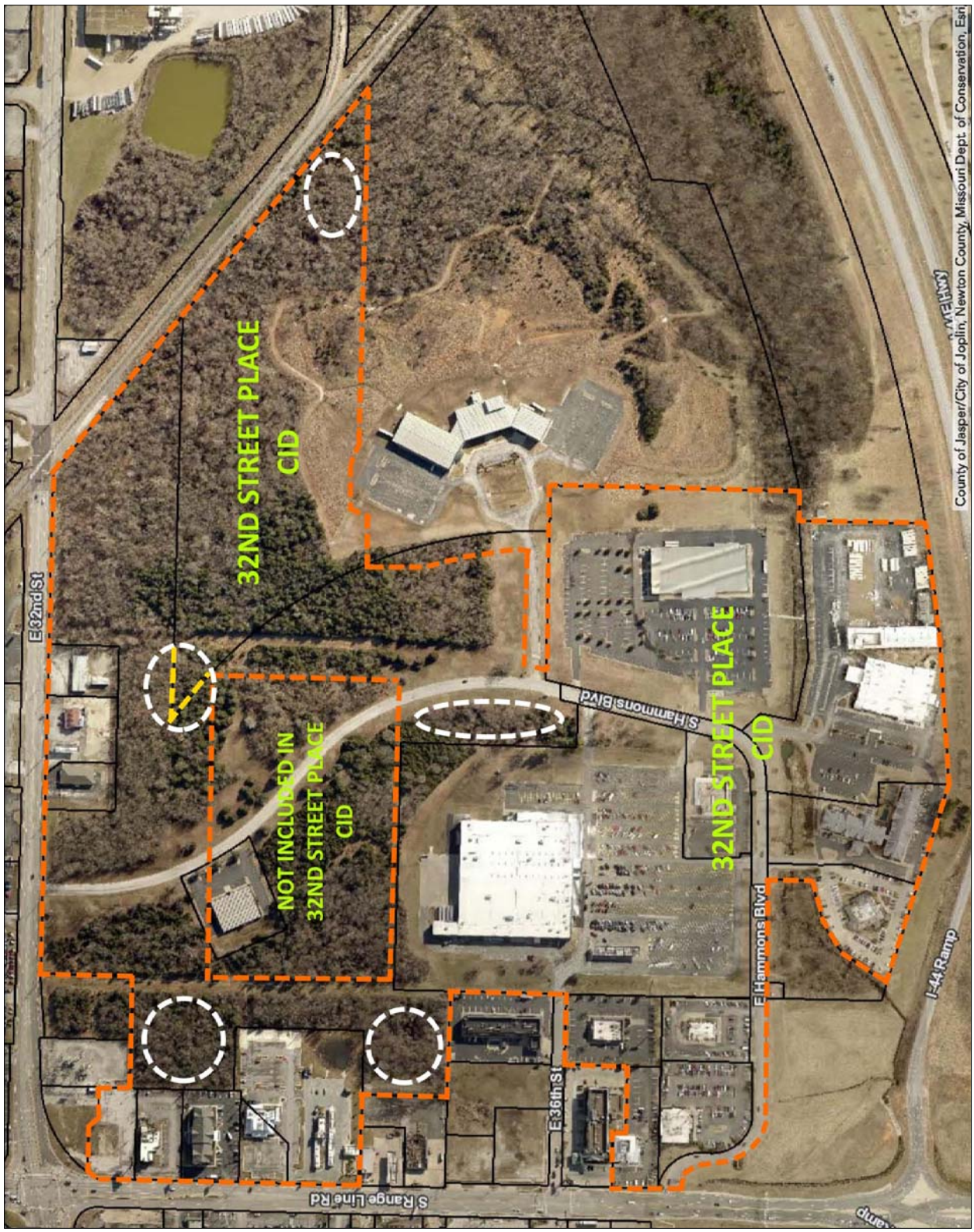


Parcel No. 04-4.0-19-000-000-006.000 – looking north – poor internal circulation (drive over property)

Component 2: Improper Subdivision or Obsolete Platting

There are specific conditions that can be used to determine whether a Study Area is blighted based on improper subdivision or obsolete platting. Among these conditions are faulty lot shape and/or layout, inadequate lot size, poor access, as well as conformity of use. An analysis of the tax parcels within the Study Area indicates faulty lot shape does exist. A portion of the eastern boundary of Parcel No. 04-4.0-19-000-000-005.000 follows the curve of Hammons Boulevard, creating an area in the northwest corner of the adjacent parcel to the east that is triangular in shape and not conducive to rectilinear development that maximizes the use of space. Other parts of the parcel noted above are of a shape and size that will be difficult to develop without access. Those areas are noted in the graphic below.

Examples of these conditions within the Study Area are provided in the aerial below. Two of the twenty-one properties satisfy this condition, consisting of 49.9 acres, or 43.6% of the Study Area.



Aerial of Study Area – part of parcels with faulty shape (white-dashed circles)

Component 3: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent Study Area conditions considered unsafe or insanitary include the presence of a "dangerous building" as declared by the City of Joplin; mining features, including shafts and pilings; poor drainage; overgrown vegetation; vagrant activity; and trash/debris. Less prevalent was noncompliance with the Americans with Disabilities Act (largely due to construction taking place before approval of the law).

The former Holiday Inn, rebranded as the Joplin Hotel after its acquisition in 2015, was declared a "Dangerous Building" by the Building Official of the City of Joplin in May 2020 after a fire in the pool building. The property was in the midst of a $6 million renovation to convert the Hotel Joplin to a Doubletree Hotel by Hilton. After renovation began Hilton revised their design plans and standards and the increased cost of changing the design led the owner to halt renovation of the property. Construction has not resumed and it is now the only property in the Study Area in which the payment of property taxes is now delinquent. The neglected property – damaged by vagrants and vandals – is now in very poor condition.

No separate environmental assessments were conducted for this Blight Study, and no known environmental contamination exists in the Study Area.

Mining features are present predominantly east of S. Hammons Boulevard and were described previously in this study ("Environmental", p. 12).

Vagrancy is evident on more than fifty percent of the land in the Study Area, primarily through the presence of trash, tents, sleeping bags, blankets, and lean-tos made of tree branches. Homeless have occupied the Study Area for some time, as worn foot-paths exist throughout much of the area. Vagrancy is most intense near the western boundary of the Study Area and extends about three-quarters of the distance to the eastern boundary.

Besides trash deposited by vagrants, including sleeping bags and food and beverage containers, construction debris in the form of concrete wash-out and asphalt was also found in a few locations within the Study Area. Illegal dumping was related to the presence of tires in a few locations in the Study Area.

Photos of these blighting conditions are shown below. The photos of the mine features are from the "Mining Investigation Report" dated June 9, 2020 and completed by Anderson Engineering, Inc. Thirteen of the twenty-one properties satisfy this condition, consisting of 103.2 acres, or 90.2% of the Study Area.



Parcel No. 04-4.0-19-000-000-005.003 – looking east – Joplin Hotel declared "Dangerous Building"



Parcel No. 04-4.0-19-000-000-005.007 – looking southwest – overgrown vegetation; trash/debris



Parcel No. 04-4.0-19-000-000-005.007 – looking north – evidence of vagrant activity; failure of finishes



3536 E. Hammons Blvd – looking south – overgrown vegetation blocking vehicular entrance



Parcel No. 04-4.0-19-000-000-005.003 – looking northeast – overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.003 – looking east – overgrown vegetation; debris



Parcel No. 04-4.0-19-000-000-005.003 – looking southeast – overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.003 – looking southeast – overgrown vegetation; debris



3232 E. 32nd Street – looking east – overgrown vegetation; deterioration of parking lot



Parcel No. 04-4.0-19-000-000-005.003 – looking south – broken windows; vandalism; overgrown vegetation; open doors to vacant building



Parcel No. 04-4.0-19-000-000-005.003 – looking east – trash/debris; overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.003 – looking west – trash/debris; overgrown vegetation; deterioration of parking surface



Parcel No. 04-4.0-19-000-000-005.003 – looking south – trash/debris; overgrown vegetation; open door to vacant building



Parcel No. 04-4.0-19-000-000-005.003 – looking south – trash/debris; overgrown vegetation



3535 S. Hammons Blvd – looking south – overgrown vegetation blocking pedestrian bridge



3535 S. Hammons Blvd – looking south – noncompliance with ADA code (sidewalk ramp)



Parcel No. 04-4.0-19-000-000-006.000 – looking south – noncompliance with ADA code (stalls, signage)



Parcel No. 04-4.0-19-000-000-005.014 – looking east – trash/debris



Parcel No. 04-4.0-19-000-000-005.000 – looking southeast – poor drainage (mining features)



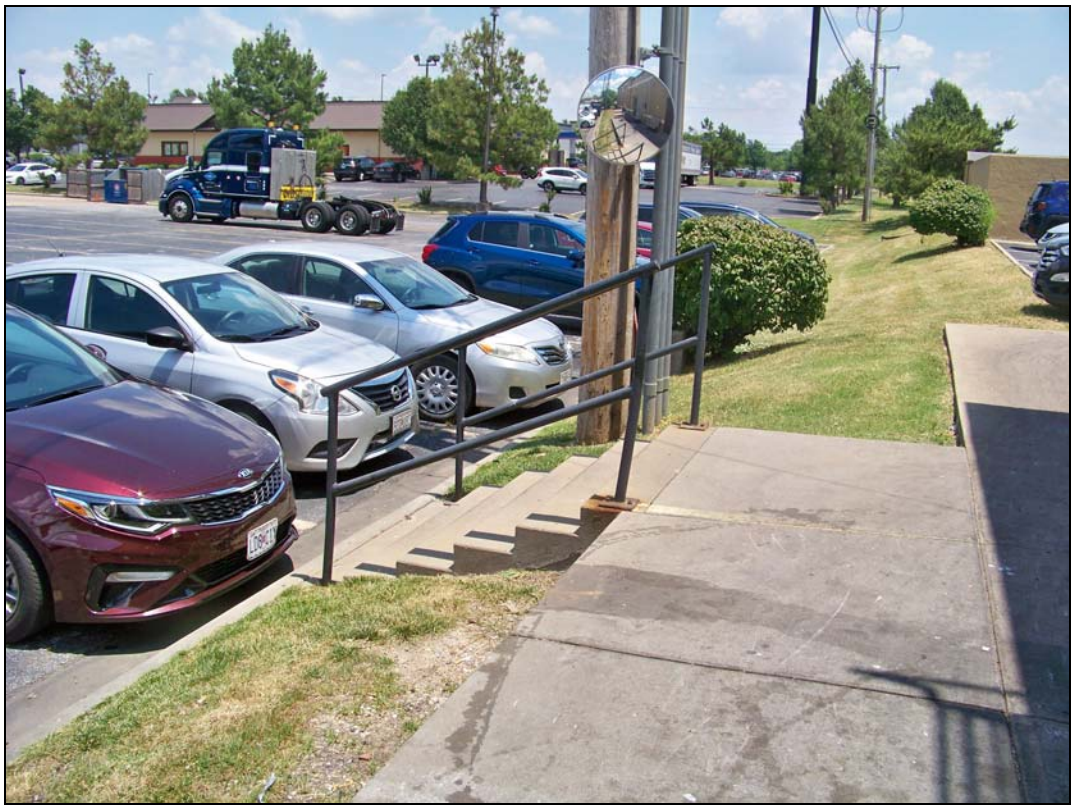
Parcel No. 04-4.0-19-000-000-005.000 – looking south – vagrant activity



Parcel No. 04-4.0-19-000-000-005.000 – looking east – trash/debris (associated w/ vagrant activity)



Parcel No. 04-4.0-19-000-000-005.000 – looking northeast – trash/debris (associated w/ vagrant activity)



3607 S. Range Line Rd – looking east – noncompliant ADA railing; unsafe landing in parking lot



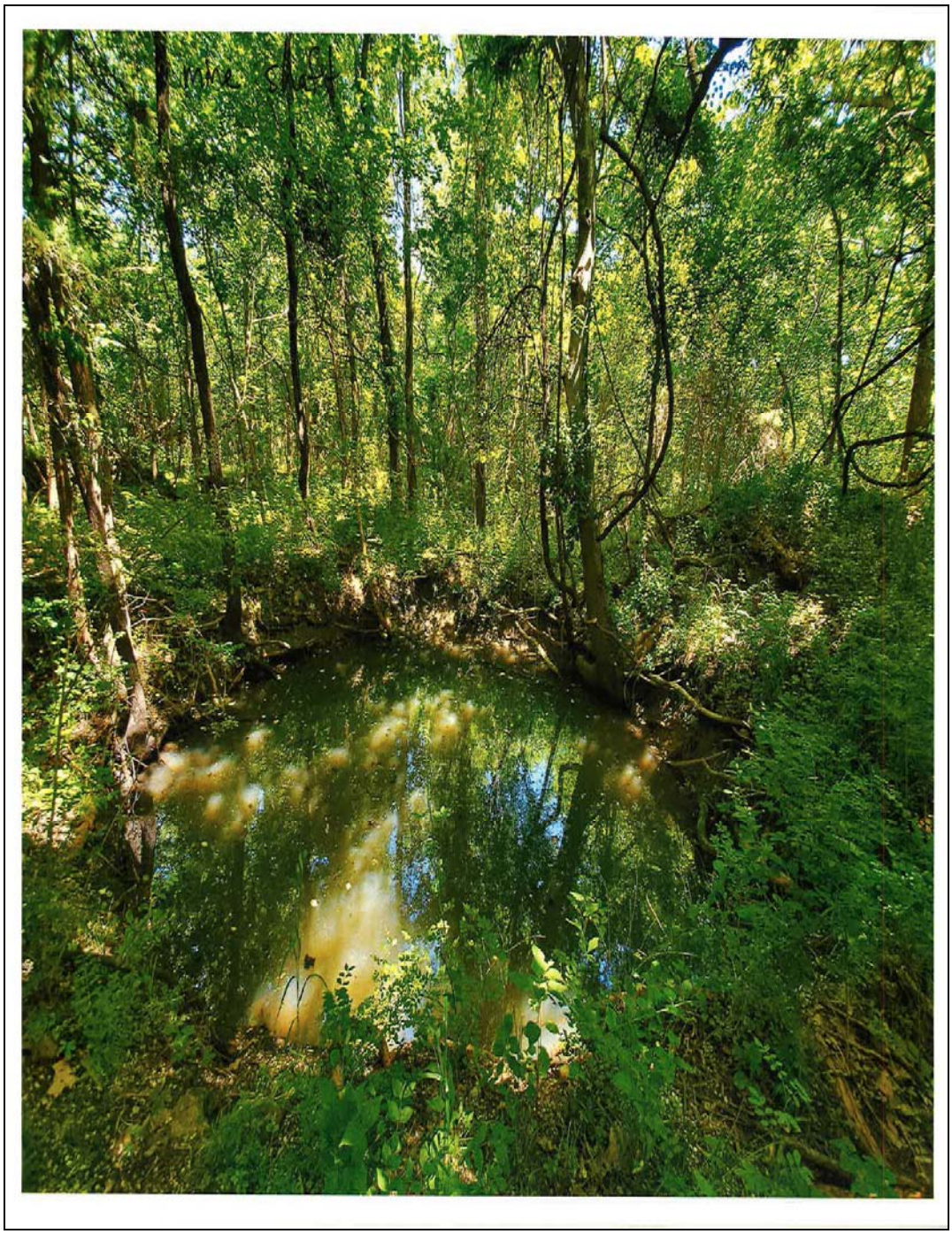
3110 E. 36th St – looking southwest – poor drainage; lack of wheel stops



Parcel No. 04-4.0-19-000-000-005.007 – looking southwest – excessively wide driveway; no directional signage



3536 E. Hammons Blvd – looking north – lack of curb and gutter; parking on lawn



Parcel No. 04-4.0-19-000-000-005.000 – flooded mine shaft



Parcel No. 04-4.0-19-000-000-005.000 – flooded area of subsidence near mine shaft



Parcel No. 04-4.0-19-000-000-005.000 – tailings pile

Component 4: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions of the property within the Study Area. Interior inspections were not conducted due to lack of access. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

Examples of structural deterioration within the Study Area include the deterioration of roofs, walls, windows and doors, fascia, downspouts, other structures and the failure of finishes.



Parcel No. 04-4.0-19-000-000-005.003 – looking west – roof not attached completely; broken windows, doors



Parcel No. 04-4.0-19-000-000-005.007 – looking south – deterioration of roof



3536 E. Hammons Blvd – looking west – deterioration of masonry wall



Parcel No. 04-4.0-19-000-000-005.007 – looking northwest – failure of finishes



Parcel No. 04-4.0-19-000-000-005.007 – looking southeast – failure of finishes



Parcel No. 04-4.0-19-000-000-005.005 – looking southwest – failure of finishes



Parcel No. 04-4.0-19-000-000-005.003 – looking west – boarded windows; damaged doors



Parcel No. 04-4.0-19-000-000-005.003 – looking north – deterioration of doors; pavement



Parcel No. 04-4.0-19-000-000-005.005 – looking northwest – failure of finishes; deterioration of wall



3067 S. Range Line Rd – looking northwest – failure of finishes; deterioration of pavement



3232 E. 32nd St – looking north – deterioration of fascia; trash/debris; overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.003 – looking east – deterioration of ancillary building; overgrown vegetation; trash/debris

In addition to structural deterioration, blight conditions were observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area were prevalent throughout the Study Area. The most common condition was the deterioration of parking surfaces and driveways. Other conditions present include the lack of or deterioration of trash enclosures, the failure of finishes, and the deterioration of signs.



Parcel No. 04-4.0-19-000-000-005.007 – looking south – deterioration of pavement



Parcel No. 04-4.0-19-000-000-005.003 – looking west – deterioration of pavement; graffiti



Parcel No. 04-4.0-19-000-000-005.003 – looking southeast – deterioration of pavement; trash/debris



Parcel No. 04-4.0-19-000-000-005.003 – looking south – deterioration of pavement



Parcel No. 04-4.0-19-000-000-005.003 – looking north – deterioration of pavement; overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.003 – looking west – deterioration of pavement; trash/debris



3535 S. Hammons Blvd – looking northeast – deterioration of pavement; poor drainage



3535 S. Hammons Blvd – looking south – deterioration of pavement; poor drainage; overgrown vegetation



3535 S. Hammons Blvd – looking west – deterioration of pavement; damaged wall; overgrown vegetation; damaged downspouts/poor drainage



3535 S. Hammons Blvd – looking north – deterioration of pavement; poor drainage



Parcel No. 04-4.0-19-000-000-005.005 – looking west – deterioration of pavement



Parcel No. 04-4.0-19-000-000-005.005 – looking west – deterioration of pavement



3607 S. Range Line Road – looking northwest – deterioration of pavement



3607 S. Range Line Road – looking east – deterioration of pavement



3110 E. 36th Street – looking southwest – deterioration of pavement; trash/debris



3110 E. 36th Street – looking north – deterioration of pavement



3333 S. Range Line Road – looking northeast – deterioration of improper parking surface



3209 S. Range Line Road – looking northwest – deterioration of pavement



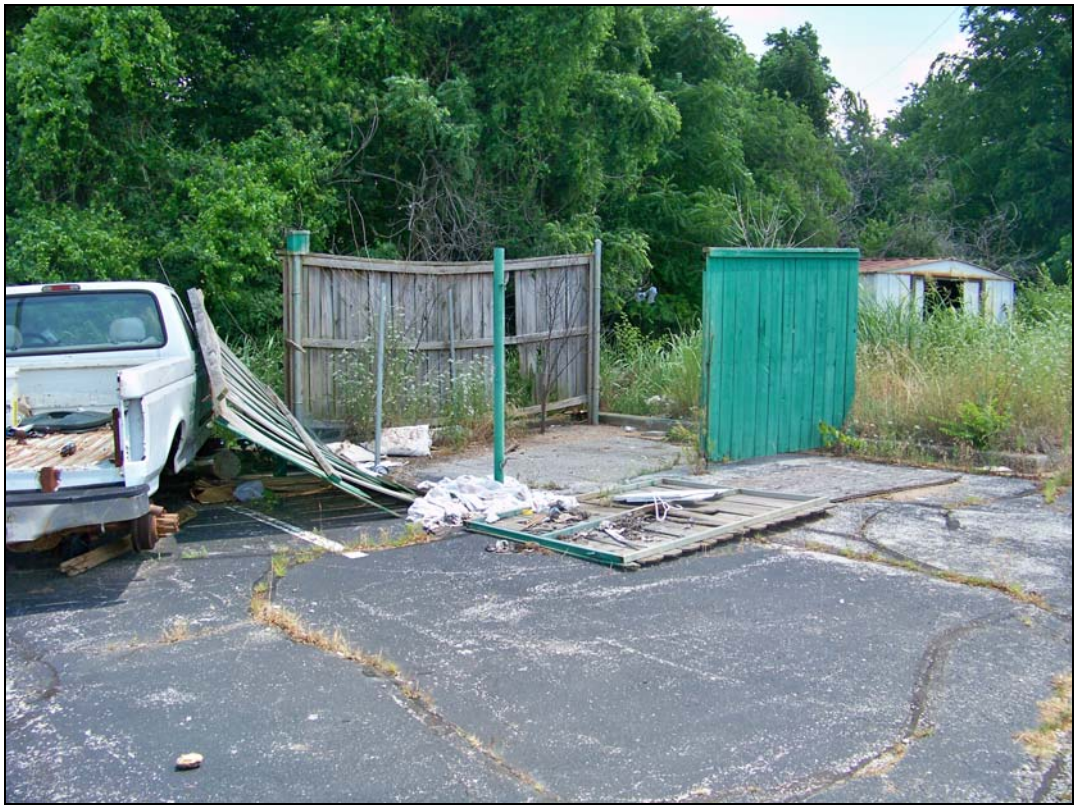
Parcel No. 04-4.0-19-000-000-006.000 – looking west – deterioration of pavement



Parcel No. 04-4.0-19-000-000-006.000 – looking northwest – deterioration of improper parking surface; unenclosed trash area; trash/debris



Parcel No. 04-4.0-19-000-000-005.007 – looking northwest – deterioration of deck; failure of finishes



Parcel No. 04-4.0-19-000-000-005.003 – looking northeast – deterioration of pavement, trash enclosure; stripped vehicle; overgrown vegetation; trash/debris



3535 S. Hammons Blvd – looking southeast – deterioration of trash enclosure; trash/debris; overgrown vegetation



Parcel No. 04-4.0-19-000-000-005.005 – looking north – unenclosed trash area; deterioration of pavement



3209 S. Range Line Road – looking southeast – deterioration of pavement; unenclosed trash area



Parcel No. 04-4.0-19-000-000-006.000 – looking north – deterioration of pavement, sign



Parcel No. 04-4.0-19-000-000-006.000 – looking southwest – deterioration of pavement, wall

Sixteen of the twenty-one properties satisfy this condition, consisting of 107.3 acres, or 93.8% of the Study Area.

Component 5: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety information pertaining to the property in the Study Area was not gathered for this Blight Study as the data was not available.

An examination of crime data for the past six months, provided by Trulia.com (a combination of data from SpotCrime.com and CrimeReports.com), indicates the Study Area has crime rates equal to or lower than many of the neighborhoods in the Joplin metropolitan area, and lower than the majority of commercial properties.

There are four properties in the Study Area, however, that have recently exhibited conditions that endanger life or property by fire and other causes. In May 2020, a fire broke out as the result of what the fire department determined was a vagrant trying to burn insulation off of copper wire. Two fire fighters fell into rancid water contained in the indoor pool where the fire took place. They were okay and released soon thereafter.

The mining features located on the wooded, vacant properties east of S. Hammons Boulevard have been known to cause injury and death at other locations with the same type of features.

And the closed, vacant Joplin Hotel (former Holiday Inn) was declared a "Dangerous Building" several days after the fire noted above.

Four of the twenty-one properties satisfy this condition, consisting of 61.2 acres, or 53.5% of the Study Area.

Summary of Blighting Factors

The following table summarizes the five blighting factors analyzed during inspections of property within the Study Area.

32nd Street Place CID

Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	21	100%	114.40	100%
Blighting Factors				
Defective or inadequate street layout	14	66.7%	89.9	78.6%
Improper subdivision or obsolete platting	2	9.5%	49.9	43.6%
Insanitary or unsafe conditions	13	61.9%	103.2	90.2%
Deterioration of site improvements	16	76.2%	107.3	93.8%
Existence of conditions which endanger life or property by fire and other causes	4	19.0%	61.2	53.5%
Parcels with at least one blighting factor	17	81.0%	110.1	96.2%
Parcels with no blighting factors	4	19.0%	4.3	3.8%
Parcels with Predominance of Blight	10	47.6%	79.1	69.1%

As evidenced from the table above, more than 50% of the redevelopment area satisfies the blighting factors of "Defective or inadequate street layout", "Insanitary or unsafe conditions", "Deterioration of site improvements" and "Existence of conditions which endangerlife or property by fire and other causes". In addition, the percentage of the Study Area that has at least one blighting factor is 96.2%. A predominance of blighting factors exists on ten of the twenty-one parcels in the Study Area consisting of 79.1 acres, or 69.1% of the Study Area, due to the presence of a combination of the statutory blighting factors throughout the Study Area.

Economic Liability
The following economic characteristics of blighted areas are generally agreed upon as:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments; and
- Negligible income.

These economic characteristics are typically substantiated with certain conditions, which may include but are not limited to one or more of the following:

- Depreciated or stagnant property values or impaired investments.
- High business vacancies, low lease rates, high turnover rates, or excessive vacant lots.
- Lack of neighborhood commercial facilities.
- Residential overcrowding or an excess of adult businesses.
- High crime rate.

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has declined by approximately 10.00% in the last five years, all related to changes in the physical conditions of about half of the properties. Ten of the twenty-one properties in the Study Area, found to have a predominance of blighting factors and amounting to approximately 69% of the area within the Study Area, were found to have had their aggregate assessed value decline a total of 38.3%. Most of the properties have physical conditions ranging from poor to good, and insanitary and unsafe conditions besides site deterioration exist that impair the values of some of the properties.

The other eleven properties in the Study Area, comprising about 31% of the area and predominantly located adjacent to S. Range Line Road, have been constructed or remodeled relatively recently and have physical conditions that are good to excellent. Their aggregate assessed value had increased by just 1.49% between 2015 and 2018 before increasing in 2019. The aggregate assessed value increase between 2015 and 2019 was 7.90%.

In addition to declining assessed values over much of the Study Area, slightly more than eighteen acres are currently owned by a tax-exempt entity, resulting in no revenue generated for the taxing jurisdictions.

The redevelopment of the area has been hindered primarily by key vacancies and closures, including the Joplin Convention and Trade Center and the Joplin Hotel (which as the former Holiday Inn was the largest hotel in Joplin), as well as unsafe and insanitary

conditions and the poor siting of developments along S. Hammons Boulevard and E. 32nd Street. Blighting factors exist throughout the Study Area, and while there has been some recent construction and remodeling on those properties accessible from S. Range Line Road, very little development has recently taken place on either side of S. Hammons Boulevard. The improved properties that do exist are typically in fair to poor condition, may be poorly sited, or obsolete. And mining features on the east side of S. Hammons Boulevard call into question feasible development of that portion of the Study Area.

Remedies for the challenges noted above are prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements, resulting in the potential for continued decline of income and property values. In order for the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required in order to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, the presence of insanitary and unsafe conditions, key closures and vacant land in a highly trafficked commercial corridor, and declining assessed values and tax revenues – indicates the Study Area is blighted.

Conclusion

Several components of the Chapter 67 definition of blight were present in the proposed 32nd Street Place Community Improvement District.

The dominant blighting factors exist throughout the Study Area but have the most negative impact on either side of S. Hammons Boulevard and include unsafe and insanitary conditions such as mining features, overgrown vegetation, trash/debris, and the presence of vagrants; defective and inadequate street layout that makes development a challenge without acquiring additional property and providing necessary access; and the deterioration of site improvements throughout the Study Area. This results in an inability to ensure safe, clean space for customers and employees and to attract new investment. The declining assessed values, and consequently tax revenue, indicates blight is present within the CID. All of the above combine to create economic underutilization and an inability to pay reasonable taxes.

Therefore, the consultant has determined that the 32nd Street Place Study Area of Joplin, Missouri, as of June 24, 2020, in its present condition and use, is a "blighted area" according to the definition provided in Missouri's Community Improvement District Act statutes (RSMo Ch. 67) and constitutes an economic liability in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

No.	Site Address	Parcel ID No.	Owner	Legal Description
1	NOT ASSIGNED	04-4.0-19-000-000-005.000	JDHQ LAND HOLDINGS, LLC	W1/2 NE1/4 S & W OF RR & N & E OF HWY & SW1/4 N OF HWY EX BEG 150' W NE COR NW1/4 NW1/4 S 258' E 516' N 258' W TO POB & EX BEG NW SEC COR E 485' S 320' W 150' S 329' E 190' S 401' W 200' S 264' E 335' N 176.18' E 775' S 545' E 138.71' S 12* W 490.12'
2	3535 HAMMONS BLVD	04-4.0-19-000-000-005.001	CIVIC CENTER REDEVELOPMENT	PT SE1/4 NW1/4 BEG 199.05' E & 259.49' N SW COR NE 110' NW 77' NE 637.38' E 554.76' S 759.62' W 50' SW 430.19' W 200' POB
3	3536 E. HAMMONS BLVD.	04-4.0-19-000-000-005.002	WAL-MART PROPERTY TAX DEPARTMENT	BEG 1980.08' S & 660.76' E NW COR N 836.18' E 775' S 545' E 138.71' S 12* W 490.12' W 401.16' S 5* W 888.46' S 86* W 11.46' W 453.73' TO POB
4	NOT ASSIGNED	04-4.0-19-000-000-005.003	OM CAPITAL JOPLIN, LLC	BEG SW COR SE1/4 NW1/4 W 77' N 8* E 350.70' E 19' CURVE LEFT 184.27' S 47* E 77' S 7* W 110' S 82* E 200' N 82* E 430.19' S 1* E 426.22' CURVE RIGHT 743.45' NW TO POB
5	NOT ASSIGNED	04-4.0-19-000-000-005.004	FCPT RESTAURANT PROPERTIES, LLC	BEG 60' E & 660' S NW COR SW1/4 NW1/4 E 400.39' S 286.80' W 152.74' CUR RT 197' CUR LEFT 181' N 17.84' TO POB
6	NOT ASSIGNED	04-4.0-19-000-000-005.005	JOPLIN SNS LLC	BEG 60' E 660' S 400.39' E NW COR SW1/4 NW1/4 E 200' S 279.69' W 200.10' N 286. 80' TO POB
7	3232 HAMMONS BLVD	04-4.0-19-000-000-005.006	ARAPAHO, LLC	BEG 77' W N 6* E 350.70' 19' E N 50' ALG CURVE 138.29' CURVE 142.42' N 40* E 29.26' N 11* E 555.58' CURVE 886.65' N 53* W 30.39' CURVE 212.55' FROM SW COR SWE1/4 SW1/4 N 31* W 221.27' ALG CURVE 223.12' N 65* E 274' S 31* E 221.27' ALG CURVE 221.91' T
8	NOT ASSIGNED	04-4.0-19-000-000-005.007	N & J REAL PROPERTIES	BEG NW COR NW1/4 S 1980' E 660.78' N 836.18' E 775' S 545' E 138.71' SW 350.14' TO POB SW ALG CURVE 445' W 210.02' N 33' N 86* W 11.46' N 5* W 88.46' N 89.05' E 401.16' TO POB
9	3128 E. HAMMONS BLVD	04-4.0-19-000-000-005.008	JDHQ HOTELS, LLC	HAMMONS SILVER CREEK: LOT 3
10	3120 E. HAMMONS BLVD	04-4.0-19-000-000-005.013	BRAUVIN NET INVESTMENTS, LLC	BEG SE COR SW1/4 NW1/4 S 214.09' N 72* W 323.27' N 34* E 169.47' N 52* E 56.12' N 64* E 56.53' N 74* E 86.28' N 80* E 46.72' N 2* E 137.07' N 89* E 50.06' ETC (AKA AS LOT 2 HAMMONS SILVER CREEK SUBD)
11	NOT ASSIGNED	04-4.0-19-000-000-005.014	BRIDGE MINISTRIES, INC.	BEG N1/4 COR S 40' W 437.38' S 50* E 658.51' TO POB S 50* E 1565.53' S 141' S 67* W 837.80' S 5* W 169.92' 1054.55' ALG CURVE TO RIGHT N 823.93' W 143.40' CURVE LEFT 1317.41' E 1269.44' TO POB
12	NOT ASSIGNED	04-4.0-19-000-000-006.000	CLIFTON D. FARRIN TRUST	PT NE1/4 NW1/4 BEG 40' S & 206' E NW COR E 160' S 218' W 160' N TO POB
13	3308 E. 32ND STREET	04-4.0-19-000-000-007.000	SNG SERVICE, LLC	BEG 40' S NW COR NE1/4 NW1/4 E 206' S 218' W 206' N 218' TO POB & BEG 40'S OF NW1/4 NE1/4 ETC
14	3232 E. 32ND STREET	04-4.0-19-000-000-008.000	VERNON R. & LUCY JEWELL HANSEN TRUST	PT NW1/4 NW1/4 BEG NW COR S 258' W 150' N 258' E 150' TO POB E X BEG 40' S NE COR ETC

No.	Site Address	Parcel ID No.	Owner	Legal Description
15	3209 RANGELINE	04-4.0-19-000-000-011.000	SOUTHWEST DEVELOPMENT PROPERTIES, LLC & SOONER ONE, LLC	PT NW1/4 NW1/4 NW1/4 BEG 230' S & 60' E NW COR N 47* E 35.36' S 88* E 116.68' S 45* E 45.96' S 88* E 94.4' S 119' W TO E R/W RANGELINE N 199' TO POB
16	3231 S. RANGE LINE	04-4.0-19-000-000-012.000	RANGELINE & 32ND ST. INVESTMENTS, LLC	BEG 357' S & 45' E NW COR NW1/4 NW1/4 E 285' S 142' W 285' N 142' TO POB
17	3301 S. RANGE LINE ROAD	04-4.0-19-000-000-012.001	BRISHAM INN JOPLIN, LLC	BEG 499' S & 45' E NW COR NW1/4 NW1/4 E 285' S 180' W 285' N 180' TO POB
18	3333 S. RANGE LINE ROAD	04-4.0-19-000-000-013.000	DARRELL L. ROGERS TRUST	PT NW1/4 NW1/4 BEG 264' N & 45' E SW COR N 222.53' E 125' NE 206.1' E 25' N 22.46' E 200' S 401.59' W 200' N 6.6' W 330' TO POB
19	NOT ASSIGNED	04-4.0-19-000-000-014.000	DL ROGERS CORP	BEG 486.53' N & 45' E SW COR NW1/4 NW1/4 N 150' E 265.77' SW 206.71' W 125' TO POB
20	3607 S. RANGELINE ROAD	04-4.0-19-000-000-017.001	3067 RANGE LINE RD JOPLIN, LLC	DRURY 1: P-1 & EASEMENT
21	3110 E. 36TH ST	04-4.0-19-000-000-017.003	LCN BLM ATHENS (MULTI) LLC	DRURY 1: BEG NE COR P-2 E 220.50' S 300' W 220.50' N 300' TO POB
	NOTE			
	The legal descriptions for parcel nos. 1, 7, and 11 are for the whole of the respective parcel and not that portion of the parcel that is actually contained within the 32nd Street Place Community			
	Improvement District.			

Appendix B

Property Valuation & Taxes

No.	Parcel ID Number	Assessed Values 2015	2016	2017	2018	2019	Taxes 2019	Delinquent	NOTES
1	04-4.0-19-000-000-005.000	21,951	21,951	22,047	22,047	22,220	1,096.59	0.00	1
2	04-4.0-19-000-000-005.001	501,280	501,280	501,560	501,600	522,400	26,164.93	0.00	
3	04-4.0-19-000-000-005.002	1,826,110	2,165,630	1,845,890	1,845,890	2,055,360	102,307.61	0.00	
4	04-4.0-19-000-000-005.003	2,642,270	2,642,270	1,255,330	1,255,330	1,255,650	62,890.49	125,887.98	2
5	04-4.0-19-000-000-005.004	317,570	314,980	288,380	288,380	328,360	16,446.24	0.00	
6	04-4.0-19-000-000-005.005	182,790	182,790	137,190	137,190	144,100	7,217.40	0.00	
7	04-4.0-19-000-000-005.006	71,224	71,224	69,121	69,612	76,609	3,837.02	0.00	3
8	04-4.0-19-000-000-005.007	278,150	296,450	200,320	200,320	206,530	10,344.25	0.00	
9	04-4.0-19-000-000-005.008	2,317,150	2,317,150	2,255,620	2,201,380	2,225,950	111,488.93	0.00	
10	04-4.0-19-000-000-005.013	377,280	377,280	352,030	352,030	352,450	17,652.81	0.00	
11	04-4.0-19-000-000-005.014	0	0	0	0	0	0.00	0.00	4
12	04-4.0-19-000-000-006.000	73,690	73,690	73,980	73,720	74,180	3,715.37	0.00	
13	04-4.0-19-000-000-007.000	71,260	71,260	69,980	69,980	81,690	4,091.53	0.00	
14	04-4.0-19-000-000-008.000	42,940	45,020	45,320	45,320	45,760	2,291.94	0.00	
15	04-4.0-19-000-000-011.000	54,300	54,300	31,330	31,320	31,810	1,593.23	0.00	
16	04-4.0-19-000-000-012.000	152,770	152,770	153,060	159,330	176,990	8,864.73	0.00	
17	04-4.0-19-000-000-012.001	432,190	432,190	432,480	432,480	492,520	24,668.36	0.00	
18	04-4.0-19-000-000-013.000	188,660	188,660	188,960	188,960	203,640	10,199.52	0.00	
19	04-4.0-19-000-000-014.000	28,960	293,760	284,960	284,960	286,330	14,341.12	0.00	
20	04-4.0-19-000-000-017.001	173,790	173,790	174,080	179,770	183,580	9,137.87	0.00	
21	04-4.0-19-000-000-017.003	238,340	238,340	218,370	218,370	226,790	11,288.70	0.00	
	Total	9,992,675	10,614,785	8,600,008	8,557,989	8,992,918	449,638.64	125,887.98	
	Annual Change %		6.23%	-18.98%	-0.49%	5.08%			
	Cumulative Change %		6.23%	-13.94%	-14.36%	-10.00%			

NOTES:

1 The assessed values and taxes are not for the tax parcel in whole, but only for that portion of the parcel contained within the proposed 32nd Street Place Community Improvement District. All values have been prorated based upon area. The parcel contains a total of 63.38 acres. The portion of the parcel included within the proposed 32nd Street Place Community Improvement District is 31.67 acres, or 50.00% of the total area of the parcel.

2 The amount of delinquent taxes stated does not include fees and interest. When included, the total amount of delinquent taxes with interest and fees is $168,811.03 as of July 2020.

3 The assessed values and taxes are not for the tax parcel in whole, but only for that portion of the parcel contained within the proposed 32nd Street Place Community Improvement District. All values have been prorated based upon area. The parcel contains a total of 1.63 acres. The portion of the parcel included within the proposed 32nd Street Place Community Improvement District is 0.50 acres, or 30.70% of the total area of the parcel.

4 The assessed values and taxes are not for the tax parcel in whole, but only for that portion of the parcel contained within the proposed 32nd Street Place Community Improvement District. All values have been prorated based upon area. The parcel contains a total of 57.40 acres. The portion of the parcel included within the proposed 32nd Street Place Community Improvement District is 18.19 acres. The tax parcel is tax exempt and consequently assessed at $0.

Appendix C

Summary of Properties & Blighting Factors Present

No.	Parcel Address	Parcel APN (County)	Defective or inadequate street layout	Improper subdivision or obsolete platting	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL		Acreage		Predominance of Blighting Factors Present
1	NOT ASSIGNED	04-4.0-19-000-000-005.000	■	■	■	■	■	5		31.67		■
2	3535 HAMMONS BLVD	04-4.0-19-000-000-005.001	■		■	■		3		12.48		■
3	3536 E. HAMMONS BLVD.	04-4.0-19-000-000-005.002	■		■	■		3		19.09		
4	NOT ASSIGNED	04-4.0-19-000-000-005.003	■		■	■	■	4		9.58		■
5	NOT ASSIGNED	04-4.0-19-000-000-005.004	■			■		2		1.95		
6	NOT ASSIGNED	04-4.0-19-000-000-005.005	■			■		2		1.26		■
7	3232 HAMMONS BLVD	04-4.0-19-000-000-005.006						0		0.50		
8	NOT ASSIGNED	04-4.0-19-000-000-005.007	■		■	■		3		1.71		■
9	3128 E. HAMMONS BLVD	04-4.0-19-000-000-005.008	■					1		2.84		
10	3120 E. HAMMONS BLVD	04-4.0-19-000-000-005.013						0		1.92		
11	NOT ASSIGNED	04-4.0-19-000-000-005.014		■	■	■	■	4		18.19		■
12	NOT ASSIGNED	04-4.0-19-000-000-006.000	■		■	■		3		0.80		■
13	3308 E. 32ND STREET	04-4.0-19-000-000-007.000	■		■	■	■	4		1.71		■
14	3232 E. 32ND STREET	04-4.0-19-000-000-008.000	■		■	■		3		0.78		■
15	3209 RANGELINE	04-4.0-19-000-000-011.000	■		■	■		3		0.89		■
16	3231 S. RANGE LINE	04-4.0-19-000-000-012.000				■		1		0.93		
17	3301 S. RANGE LINE ROAD	04-4.0-19-000-000-012.001						0		1.18		
18	3333 S. RANGE LINE ROAD	04-4.0-19-000-000-013.000	■		■	■		3		3.65		
19	NOT ASSIGNED	04-4.0-19-000-000-014.000						0		0.67		
20	3607 S. RANGELINE ROAD	04-4.0-19-000-000-017.001			■	■		2		1.08		
21	3110 E. 36TH ST	04-4.0-19-000-000-017.003	■		■	■		3		1.52		
	TOTALS		**14**	**2**	**13**	**16**	**4**	**49**		**114.40**		**10**
			89.9	**49.9**	**103.2**	**107.3**	**61.2**					**79.1**
			78.6%	**43.6%**	**90.2%**	**93.8%**	**53.5%**					**69.1%**

Appendix D

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.

4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

6. Patrick Sterrett has made a personal inspection of the property that is the subject of this report March 18, 2019, and June 18 and June 24, 2020.

7. This study is not based on a requested result or a specific conclusion.

8. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Patrick Sterrett is a certified urban planner and has more than twenty years of experience forging partnerships, managing complex real estate development projects, and creating exciting, sustainable urban plans and designs. Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country, including the Crossroads Arts District, the Midtown Marketplace (Linwood & Main – Costco and Home Depot), the Power & Light District (Centertainment), the Kansas City Riverfront, the Columbus Park Neighborhood Mixed-Use Village, and the Centerpoint Intermodal Center – KC (former Richards-Gebaur Airport). During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies (all political subdivisions of Missouri) including the Land Clearance for Redevelopment Authority, the Tax Increment Financing Commission, and the Port Authority, and also served as Executive Director of the Port Authority of Kansas City. Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas.

As Principal of Sterrett Urban LLC, Mr. Sterrett recently developed a financing plan utilizing New Markets Tax Credits, Historic Preservation Tax Credits, tax abatement, City and philanthropic grants to restore the former Linwood Presbytery Church as an $11 million, 40,000 square foot non-profit healthcare and office campus. Mr. Sterrett also served as financial administrator during construction and managed the satisfaction of all compliance requirements of the government, lenders and investors.

Mr. Sterrett's professional experience includes the development of dozens of feasibility plans, blight studies, and redevelopment plans, and securing more than $30 million in federal, state, local, and philanthropic funds for public improvements in distressed areas. Most recently Mr. Sterrett has been preparing a redevelopment plan, blight study, and rezoning for the former Bannister Federal Complex in south Kansas City, and a redevelopment plan and development prospectus for the Truman Road Corridor, an inner-city industrial district.

In addition, Mr. Sterrett is currently in the process of continuing his long relationship with the Plaza East Community Improvement District. Mr. Sterrett handled the creation of the district and has provided administrative and management services to the District since 2012.

Professional Experience

Sterrett Urban LLC 2006 –

SELECT EXPERIENCE

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353), Kansas City, MO

*Blight Study
Commerce Tower Redevelopment Area (LCRA), Kansas City, MO

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study
Bannister & I-435 (TIF), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study
Liberty Commons (TIF), Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA), Kansas City, MO

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA), Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353), Abbot Properties, Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Truman-Hardesty (TIF), Kansas City, MO

Blight Study
Oak Barry Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA), Kansas City, MO

Blight Study
Metro North Square Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA), Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area, Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA), Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA), Kansas City, MO

General Development Plan & Blight Study
Westport-Main (PIEA), Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA), Kansas City, MO

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Martin City Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA), Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

Economic Development Corporation of Kansas City, Missouri 1995 – 2006

Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:
Tax Increment Financing Plans / Blight or Conservation Study
- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan

Urban Renewal Plans / Blight
- Eastwood Trafficway / Blight Study
- South 31st Street / Blight Study
- Longfellow-Dutch Hill

Education

Master of Urban Planning, University of Kansas
- Concentration: Housing & Community Development

Bachelor of Architecture, University of Kansas

ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.

KELLEE R. MADINGER
kmadinger@rousepc.com
816.502.4709

June 29, 2020

VIA FEDEX

Barbara Gollhofer
City Clerk
City of Joplin, Missouri
602 S Main Street
Joplin, MO 64801

Re: Petition for Creation of 32nd Street Place Community Improvement District

Dear Barbara:

Enclosed is a Petition to the City of Joplin, Missouri for the creation of the 32nd Street Place Community Improvement District ("District") for filing. Pursuant to Sections 67.1401.2(3) and 67.4121.4. RSMo, we are requesting that the City Council determine that the area within the District is a blighted area.

Please sign, date, and place your seal on the Clerk's Receipt of Petition page where indicated.

Very truly yours,

Kellee Madinger

Kellee R. Madinger
Paralegal and Financial Analyst

KRM:kab

Enclosure
cc: William B. Moore, Esq., w/o encs.

32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

PETITION TO THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF THE

32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Submitted June 30, 2020

PETITION FOR THE CREATION OF THE
32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described 32nd Street Place Community Improvement District (the "District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Act"). In support of this petition (the "Petition"), the Petitioners set forth the following information in compliance with the CID Act.

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

   The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. **Name of District**

   The name of the District is 32nd Street Place Community Improvement District.

3. **Signatures May Not Be Withdrawn**

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

4. **Five-Year Plan**

   A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. **District Type**

   The District is a political subdivision of the State of Missouri in accordance with the Act.

6. **District Governance, Number of Directors**

   The District is governed by a board of directors appointed by the City, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District is governed by a Board of Directors (the "Board") consisting of 5 members, who have been appointed by the municipality in accordance with this petition.

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

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

(3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo; and

(4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms were identified by the City as follows:

Giltner B. Stevens	4 years	Owner's Representative
Charles "Pete" J. Hall, Jr.	4 years	Owner's Representative
Toby Teeter	2 years	Owner's Representative
Brett Roubal	2 years	Owner's Representative
Brad Thessing	2 years	Owner's Representative

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

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Ex Officio Members. The City may designate an ex officio member to the District's Board of Directors who may attend all open meetings of the Board but shall have no voting power. The ex officio member may attend closed meetings of the Board unless the member has a conflict of interest regarding the subject matter of the closed meeting and/or the subject matter of the closed meeting involves potential or actual legal actions relating to the City. The District shall provide the ex officio member with notice of all meetings and copies of all correspondence provided to the members of the Board. The City's failure to designate an ex officio member will not affect the Board's ability to meet, act upon certain matters and otherwise carry out its business.

f. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Joplin, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

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

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

Should the Mayor reject and return the slate to the Board, the Board shall within ten days of such refusal submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of the City Council.

If any such action by the Mayor or the City Council is not completed within a 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Newton County Assessor's Office as of the date of this Petition, is $9,195,239. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at $5,066,209 representing 55% of the assessed value of all of the real property within the District.

9. Determination of Blight

The petitioners are seeking a determination that the District Land is a blighted area.

10. Proposed Length of Time

The life of the District shall be for a minimum of thirty (30) years following the effective date of the Ordinance establishing the District, after which, the District shall continue in perpetual existence unless and until terminated in accordance with the Act or the terms of the Cooperative Agreement between the District and the City. Notwithstanding the foregoing, the CID Sales Tax shall be terminated by the Board when all CID debts have been repaid and when Woodsonia Joplin, LLC or its successor, has been fully reimbursed for all of its approved reimbursable expenses, as set forth in Exhibits D and D-1.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of a one percent District sales tax within the District ("CID Sales Tax"). The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District will impose a one percent (1%) sales tax.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District will impose no real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

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

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **JDHQ Land Holdings, LLC**
DBA (if any): _____
Owner's telephone number: _____
Owner's mailing address: 12735 Morris Road Ext., Suite 400, Alpharetta GA 30004
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-005.000**
Assessed Value: **$44,478.80**

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

Date: June 09, 2020

Signature: _____
Name: Christopher S. Pawelko
Title: Vice President Finance & Accounting

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

BE IT REMEMBERED, that on this 9th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Christopher Scott Pawelko, the Vice President of JDHQ Land Holdings, LLC, a Delaware limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

Notary Public State of Arizona
Maricopa County
Michelle Tyner Brunk
My Commission Expires 12/07/2022
Commission Number 555712

{33861 / 70585; 883980. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc.**
DBA (if any): _____
Owner's telephone number: 417-206-6886
Owner's mailing address: 3405 S. Hammons Blvd. Joplin, MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Jack E. Frost
State basis of legal authority to sign: Missouri
Signer's telephone number: 417-439-5700
Signer's mailing address: 15 Quail Ridge Joplin, Mo. 64804

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

Map and parcel number: **04-4.0-19-000-000-005.014**
Assessed Value: **$0**

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

Date: 6-6-2020

Signature: _____
Name: Jack E. Frost
Title: CEO

STATE OF MO)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 8th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack Frost, the CEO of Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc., a Missouri nonprofit corporation ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

_____
NOTARY PUBLIC

My Commission Expires: Jan. 9, 2023

ASHLEY NEGRON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 9, 2023
Commission #19907636

{33861 / 70585; 883978. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Clifton D. Farrin Trust**
DBA (if any): _____
Owner's telephone number: 417-437-5556
Owner's mailing address: 25301 Pine Road, Oronogo MO 64855
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: 04-4.0-19-000-000-006.000
Assessed Value: $74,180.00

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

* Date: 6-5-20

* Signature: Geraldine Farrin, Trustee
Name: Geraldine Farrin
Title: Clifton D. Farrin Trust

STATE OF Missouri)
) ss.
COUNTY OF Newton)

BE IT REMEMBERED, that on this 5 day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Geraldine Farrin, the Trustee of the Clifton D. Farrin Trust ("Trust"), who executed the within instrument on behalf of said Trust and he/she duly acknowledged the execution of the same to be the act and deed of said Trust.

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

Marlo L. Fearing
NOTARY PUBLIC

My Commission Expires: 01/08/2024

{33861 / 70585; 883999.}

MARLO L. FEARING
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 8, 2024
Commission #20629880

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Arapaho, LLC**
DBA (if any): _____
Owner's telephone number: 573.365.9440
Owner's mailing address: 12 Allen Road, Eldon, MO 65026
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Garry Prewitt
State basis of legal authority to sign: Managing Member
Signer's telephone number: 573.365.9440
Signer's mailing address: 12 Allen Road, Eldon, MO 65026

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

Map and parcel number: **04-4.0-19-000-000-005.006**
Assessed Value: **$249,540.00**

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

Date: 6-4-2020

Signature: _____
Name: Gary Prewitt
Title: Managing Member

STATE OF MO)
) ss.
COUNTY OF Miller)

BE IT REMEMBERED, that on this 4th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Prewitt, the managing member of Arapaho, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Cynthia Horton
NOTARY PUBLIC

My Commission Expires: 3/13/2022

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

{33861 / 70585; 883976. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Civic Center Redevelopment Corporation**
DBA (if any): _____
Owner's telephone number: _____
Owner's mailing address: 12735 Morris Road Ext., Suite 400, Alpharetta GA 30004
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-005.001**
Assessed Value: **$522,400.00**

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

Date: June 09, 2020

Signature: _____
Name: Christopher S. Pawelko
Title: Vice President Finance & Accounting

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

BE IT REMEMBERED, that on this 9th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Christopher Scott Pawelko, the Vice President of Civic Center Redevelopment Corporation, a Delaware corporation ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

Notary Public State of Arizona
Maricopa County
Michelle Tyner Brunk
My Commission Expires 12/07/2022
Commission Number 555712

{33861 / 70585; 883983. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **JDHQ Hotels, LLC**
DBA (if any): _____
Owner's telephone number: _____
Owner's mailing address: 12735 Morris Road Ext., Suite 400, Alpharetta GA 30004
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-005.008**
Assessed Value: **$2,225,950.00**

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

Date: June 09, 2020

Signature: _____
Name: Christopher S. Pawelko
Title: Vice President Finance & Accounting

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

BE IT REMEMBERED, that on this 9th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Christopher Scott Pawelko the Vice President of JDHQ Hotels, LLC, a Delaware limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

Notary Public State of Arizona
Maricopa County
Michelle Tyner Brunk
My Commission Expires 12/07/2022
Commission Number 555712

{33861 / 70585; 883994. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Rangeline & 32nd St. Investment, LLC**
DBA (if any): FIRST WATCH
Owner's telephone number: 816 520-4806
Owner's mailing address: 610-F Battlefield Rd Springfield MO 65802

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-012.000**
Assessed Value: **$ 177,410.00**

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

Date: 6/15/20

Signature: _____
Name: Joseph F. Hulston
Title: Member Rangeline & 32nd St Investment, LLC

STATE OF Arkansas)
) ss.
COUNTY OF Washington)

BE IT REMEMBERED, that on this 15th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph F. Hulston, the Owner of Rangeline & 32nd St. Investment, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

_____
NOTARY PUBLIC

My Commission Expires: August 31, 2028

ALEXIS TAVARES
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires Aug. 31, 2028
Commission No. 12705010

{33861 / 70585; 883997.}

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Joplin SNS, LLC**
DBA (if any): Steak n Shake
Owner's telephone number: 479-283-4724
Owner's mailing address: 3307 Howard Nickell Road, Fayetteville AR 72704
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-005.005**
Assessed Value: **$144,100.00**

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

Date: 6-10-2020 Signature: Mike Stennett
Name: Mike Stennett
Title: Owner / Operator

STATE OF Arkansas)
) ss.
COUNTY OF Washington)

BE IT REMEMBERED, that on this 10 day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Stennett, the owner operator of Joplin SNS, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Ashley Rutherford
NOTARY PUBLIC

My Commission Expires: 01/13/2021

Ashley Rutherford
Notary Public-Arkansas
Washington County
My Commission Expires 1-13-2021
Commission #12380273

{33861 / 70585; 883995. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **N&J Real Properties**
DBA (if any): _____
Owner's telephone number: 918-933-3456
Owner's mailing address: P.O. Box 3405, Joplin MO 64803
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	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: **$206,530.00**

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

Date: 06-10-20

Signature: _____
Name: Jose L. Bravo
Title: Member

STATE OF MO)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 10 day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jose Bravo, the member of N&J Real Properties, a LLC ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

_____
NOTARY PUBLIC

My Commission Expires: 4-3-24

KATHERINE MILLER
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 12323198
My Commission Expires 04-03-2024

{33861 / 70585; 883986. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **OM Capital Joplin, LLC**
DBA (if any): _____
Owner's telephone number: (727) 647-8627
Owner's mailing address: 13421 Parker Commons Blvd., Suite 102, Fort Myers FL 33912
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Mike Patel. (Manoj)
State basis of legal authority to sign: Officer of Company
Signer's telephone number: (727) 647-8627
Signer's mailing address: 13421 Parker Commons Blvd., Suite 102, Fort Myers FL 33912

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

Map and parcel number: **04-4.0-19-000-000-005.003**
Assessed Value: **$1,255,650.00**

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

Date: 6/12/2020

Signature: _____
Name: Manoj Patel
Title: Officer

STATE OF Florida)
) ss.
COUNTY OF Lee)

BE IT REMEMBERED, that on this 12th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Manoj Patel, the Officer of OM Capital Joplin, LLC, a Nevada limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

KEREN ALBERT NOTARY PUBLIC STATE OF FLORIDA

_____
NOTARY PUBLIC

My Commission Expires:
8/14/2022

{33861 / 70585; 883996. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Vernon R. and Lucy Jewell Hansen Trust**
DBA (if any): _____
Owner's telephone number: 417 312 7100
Owner's mailing address: 1612 Kauai Ct., Gulf Breeze FL 32563-2749
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Vernon R and Lucy Jewell Hansen
State basis of legal authority to sign: Owners
Signer's telephone number: 417 312 7100
Signer's mailing address: 1612 Kauai Ct. Gulf Breeze FL 32563

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

Map and parcel number: 04-4.0-19-000-000-008.000
Assessed Value: $45,760.00

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

Date: 6/5/2020
Signature: Vernon R Hansen
Name: Vernon R Hansen
Title: owner

Date: 6/5/2020
Signature: Lucy Jewell Hansen
Name: Lucy Jewell Hansen
Title: Owner

STATE OF Florida)
) ss.
COUNTY OF Santa Rosa)

BE IT REMEMBERED, that on this 5th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Vernon & Lucy Hansen, the trustees of the Vernon R. & Lucy Jewell Hansen Trust ("Trust"), who executed the within instrument on behalf of said Trust and he/she/they acknowledged the execution of the same to be the act and deed of said Trust. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/05/2023

SUSAN RENINGER
Notary Public - State of Florida
Commission # GG 279307
My Comm. Expires Mar 5, 2023
Bonded through National Notary Assn.

{33861 / 70585; 884002.}

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **SNG Service, LLC**
DBA (if any): _____
Owner's telephone number: _____
Owner's mailing address: 3308 E. 32nd, Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

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

Map and parcel number: **04-4.0-19-000-000-007.000**
Assessed Value: **$81,690.00**

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

Date: 6-12-20

Signature: _____
Name: NARAYAN CHAUDHARY
Title: MEMBER

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 12 day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathan Chaudhary, the _____ of SNG Service, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

_____
NOTARY PUBLIC

My Commission Expires:
December 9, 2023

SARAH ELIZABETH NEWTON
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 11201649
My Commission Expires 12-09-2023

{33861 / 70585; 883982.}

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Development Properties, LLC and Sooner One, LLC**
DBA (if any): _____
Owner's telephone number: 417-576-6620
Owner's mailing address: 1027 S. Main, Suite 200, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Brett Roubal
State basis of legal authority to sign: Member
Signer's telephone number: 417-576-6620
Signer's mailing address: 1027 S. main St. Suite 200, Joplin MO 64801

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

Map and parcel number: **04-4.0-19-000-000-011.000**
Assessed Value: **$38,520.00**

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

Southwest Development Properties, LLC

Date: 6/12/2020

Signature: _____
Name: Brett Roubal
Title: Member

STATE OF Missouri)
) ss.
COUNTY OF Greene)

BE IT REMEMBERED, that on this 12th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brett Roubal, the Member of Southwest Development Properties, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

Julie Hayes
NOTARY PUBLIC

My Commission Expires: 9.10.22

JULIE HAYES
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 14630073
My Commission Expires 09-10-2022

{33861 / 70585; 883998.2 }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Development Properties, LLC and Sooner One, LLC**
DBA (if any): _____
Owner's telephone number: 417-850-5220
Owner's mailing address: 1027 S. Main, Suite 200, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Michael Joseph
State basis of legal authority to sign: Managing Member
Signer's telephone number: 417-850-5220
Signer's mailing address: 1027 S. Main Street, Suite 200, Joplin, MO 64801

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

Map and parcel number: 04-4.0-19-000-000-011.000
Assessed Value: $38,520.00

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

Sooner One, LLC

Date: 6/12/20

Signature: Michael E Joseph
Name: Michael E Joseph
Title: Managing Member

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 12 day of June 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael E Joseph, the Managing Member of Sooner One, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

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

NOTARY PUBLIC

My Commission Expires: 4/4/23

TAMARA R. MIRANDA
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Apr. 4, 2023
Commission #15166123

{33861 / 70585; 883998.2 }

32nd Street Place CID
Parcel Numbers and Assessed Values (2020):

Map #	Parcel ID	Address	AV 2020
1	04-4.0-19-000-000-005.000	No address	$44,479*
2	04-4.0-19-000-000-005.014	3405 Hammons Blvd	$0 **
3	04-4.0-19-000-000-006.000	3316 E 32nd St	$74,180
4	04-4.0-19-000-000-005.006	3232 Hammons Blvd	$249,540
5	04-4.0-19-000-000-005.002	3536 E. Hammons Blvd	$2,055,360
6	04-4.0-19-000-000-005.001	3535 Hammons Blvd	$522,400
7	04-4.0-19-000-000-005.008	3128 E. Hammons Blvd	$2,225,950
8	04-4.0-19-000-000-014.000	3317 S Range Line Road	$286,330
9	04-4.0-19-000-000-013.000	3333 S. Range Line Road	$203,640
10	04-4.0-19-000-000-012.001	3301 S. Range Line Road	$492,520
11	04-4.0-19-000-000-012.000	3231 S. Range Line	$177,410
12	04-4.0-19-000-000-005.013	3120 E. Hammons Blvd	$352,450
13	04-4.0-19-000-000-005.005	3115 Hammons Blvd	$144,100
14	04-4.0-19-000-000-005.004	3031 E. Hammons Blvd	$328,360
15	04-4.0-19-000-000-005.007	3129 Hammons Blvd	$206,530
16	04-4.0-19-000-000-005.003	3132 Hammons Blvd	$1,255,650
17	04-4.0-19-000-000-008.000	3232 E. 32nd	$45,760
18	04-4.0-19-000-000-007.000	3308 E. 32nd	$81,690
19	04-4.0-19-000-000-011.000	3209 Range Line	$38,520
20	04-4.0-19-000-000-017.001	3607 S. Range Line Road	$183,580
21	04-4.0-19-000-000-017.003	3110 E. 36th	$226,790
	Total		**$9,195,239**

*Total assessed value: $65,410. Only a portion of Parcel No. 04-4.0-19-000-000-005.000 is included within the boundaries of the CID. Approximately 43.1 acres of the land area within that parcel, or 68% is included within the boundaries of the CID. Therefore, 68% of the assessed value, or $44,479 is included in this calculation of total assessed value.

** Total assessed value: $0. Only a portion of Parcel No. 04-4.0-19-000-000-005.014 is included within the boundaries of the CID. Approximately 18 acres of the land area within that parcel, or 31% is included within the boundaries of the CID. Therefore, 31% of the assessed value, or $0 is included in this calculation of total assessed value.

CLERK'S RECEIPT OF PETITION

This Petition to create the 32nd Street Place Community Improvement District was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of _____, 2020.

_____
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

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

EXHIBIT B
MAP OF DISTRICT

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN

NEWTON COUNTY, MISSOURI

SHEET NUMBER

1 OF 1

NO.	DESCRIPTION	BY	DATE
REVISIONS			

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.:	C-67
DATE:	2020-06-29
FIELD BOOK:	
JOB NUMBER:	20LOX0011

DRAWING INFO.

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 PHONE (816) 767-6262
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

Woodsonia Real Estate Inc

0 500 1000 1500

C.I.D BOUNDARY ACREAGE
±114.87 ACRES

= CID AREA

INTERSTATE 44 (VARIABLE WIDTH)

KANSAS CITY SOUTHERN RAILROAD

SECTION 18

SECTION 19

JASPER COUNTY

NEWTON COUNTY

C.I.D. EXCEPTION AREA
=545,441.40 SQ. FEET
±12.52 ACRES

MISSOURI ROUTE FF (A.K.A. 32ND STREET)
(VARIABLE WIDTH)

SECTION 24 RANGE 33 WEST
SECTION 19 RANGE 32 WEST

U.S. HIGHWAY 71 (VARIABLE WIDTH)
A.K.A RANGE LINE ROAD

EXHIBIT C
PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

32nd Street Place CID

Map Number	PROPERTY OWNER	PROPERTY ADDRESS	PARCEL	TOTAL AV	AV SIG RECEIVED	AV DECLINED	DATE OF SIGNATURE PAGE
1	JDHQ Land Holdings	No address	04-4.0-19-000-000-005.000	44,479	$44,479		6/9/2020
2	Victory/Bridge Ministries	3405 Hammons Blvd	04-4.0-19-000-000-005.014	-	$0		6/6/2020
3	Farrin, Clifton D. Trust	3316 E 32nd St	04-4.0-19-000-000-006.000	74,180	$74,180		6/5/2020
4	Arapaho	3232 HAMMONS BLVD	04-4.0-19-000-000-005.006	249,540	$249,540		6/4/2020
5	Wal-Mart Property Tax Dept (Sam's Club)	3536 E. HAMMONS BLVD	04-4.0-19-000-000-005.002	2,055,360		$2,055,360	
6	Civic Center Redev	3535 HAMMONS BLVD	04-4.0-19-000-000-005.001	522,400	$522,400		6/9/2020
7	JDHQ Hotels	3128 E. HAMMONS BLVD	04-4.0-19-000-000-005.008	2,225,950	$2,225,950		6/9/2020
8	DL Rogers Corp	3317 S Range Line Road	04-4.0-19-000-000-014.000	286,330		$286,330	
9	Darrell Rogers Trust	3333 S. RANGELINE ROAD	04-4.0-19-000-000-013.000	203,640		$203,640	
10	Brisham Inn Joplin	3301 S. RANGE LINE ROAD	04-4.0-19-000-000-012.001	492,520		$492,520	
11	Rangeline & 32nd St. Investments	3231 S. RANGE LINE	04-4.0-19-000-000-012.000	177,410	$177,410		6/15/2020
12	Brauvin Net Investments	3120 E. HAMMONS BLVD	04-4.0-19-000-000-005.013	352,450		$352,450	
13	Joplin SNS	3115 Hammons Blvd	04-4.0-19-000-000-005.005	144,100	$144,100		6/10/2020
14	FCPT Restaurant Properties	3031 E. Hammons Blvd	04-4.0-19-000-000-005.004	328,360		$328,360	
15	N & J Real Properties	3129 Hammons Blvd	04-4.0-19-000-000-005.007	206,530	$206,530		6/10/2020

32nd Street Place CID

Map Number	PROPERTY OWNER	PROPERTY ADDRESS	PARCEL	TOTAL AV	AV SIG RECEIVED	AV DECLINED	DATE OF SIGNATURE PAGE
16	OM Capital Joplin	3132 Hammons Blvd	04-4.0-19-000-000-005.003	1,255,650	$1,255,650		6/12/2020
17	Hansen, Vernon & Lucy Jewell Trust	3232 E. 32ND	04-4.0-19-000-000-008.000	45,760	$45,760		6/5/2020
18	SNG Service	3308 E. 32ND	04-4.0-19-000-000-007.000	81,690	$81,690		6/12/2020
19	Southwest Dev Prop & Sooner One	3209 RANGELINE	04-4.0-19-000-000-011.000	38,520	$38,520		6/12/2020
20	3067 Range Line Rd Joplin	3607 S. RANGELINE ROAD	04-4.0-19-000-000-017.001	183,580		$183,580	
21	LCN BLM Athens (Multi)	3110 E. 36TH	04-4.0-19-000-000-017.003	226,790		$226,790	
				$ 9,195,239	$ 5,066,209	$ 4,129,030	
			Total Parcels	**21**	**$9,195,239**	**TOTAL AV**	
			Signed Owners	**13**	**$5,066,209**		
				62%	**55%**		

EXHIBIT D

FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General.** The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

(1) Provide or cause to be provided for the benefit of the District, certain improvements more specifically described in this Petition;

(2) Fund the costs, expenditures, and undertakings of the District;

(3) To levy and collect the Sales Tax in order to provide a source of payment for the District Projects; and

(4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five Year Budget.** The estimated revenue from the Sales Tax and expenditures for the initial five years of the District are set out on Exhibit D-1:

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective January 1, 2021, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

Exhibit D - 1

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	**Estimated Sales Tax Revenue (1.0%)**	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	**Expenditures**					
1	**Acquisition**	$ 4,693,500				
2	**Building Construction and Enhancements**	$ 1,065,000	$ 710,000			
3	**Movie Theater - Including 15,000 Expansion Area**	$ -	$ 500,000			
4	**General Conditions**	$ 177,903	$ 44,476			
5	**Clearing, Mass Grading**	$ 823,213				
6	**Hammons Blvd Improvements (North Portion)**	$ 841,800				
7	**Hardscape, Parking, Landscape, Irrigation**	$ 1,968,893	$ 656,298			
8	**Power/Gas**	$ 103,500				
9	**General Landscape and Irrigation**	$ 129,375				
10	**Traffic Light on 32nd Street**	$ 201,250				
11	**Professional Services (Eng./Arch/Consult/Legal/PM/Other)**	$ 1,193,732	$ 511,599			
12	**Financing Costs (Interest Carry/Closing/Fees/Other)**	$ 1,879,950	$ 939,975	$ 313,325		
13	**Development Fee**	$ 218,018	$ 152,613	$ 65,405		
14	**Insurance**	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	**Legal**	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	**Accounting**	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	**Expenditure Total**	$ 13,321,633	$ 3,532,960	$ 396,730	$ 15,500	$ 13,000
C	**Net of Revenue/Expenditures**	($12,270,591)	($2,443,243)	$732,420	$1,130,587	$1,150,279

Note: These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract

COUNCIL BILL NO. 2020-518 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the 32nd Street Place Community Improvement District and creating the 32nd Street Place Community Improvement District; and containing an emergency clause.

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

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

WHEREAS, on June 30, 2020, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the 32nd Street Place Community Improvement District (the "District"), said Petition recites the following facts:

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

(b) The name for the proposed District;

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

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

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

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

(g) That the Petitioners are seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

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

(i) The proposed method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent

(1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

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

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

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

(m) Requesting that the District be established; and

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

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

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

WHEREAS, on July 20, 2020, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District and make such other findings as necessary.

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

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

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

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

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

Brad Thessing	2 years
Brett Roubal	2 years
Toby Teeter	2 years
Charles "Pete" J. Hall, Jr.	4 years
Giltner B. Stevens	4 years

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

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

Section 7. The maximum length of time for the existence of the District shall be thirty (30) years following the effective date of this Ordinance, after which, the District shall continue in perpetual existence unless and until terminated in accordance with the CID Act. Notwithstanding anything to contrary contained in this Ordinance, if by December 31, 2020 (i) a Redevelopment Plan, as said term is defined by the Real Property Tax Increment Allocation Redevelopment Act, has not been approved by the City Council for property within the boundaries of the District and (ii) a cooperative agreement between the District, the City, and any other necessary parties has not been approved and executed by the same then the District shall be automatically terminated.

Section 8. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council hereby finds, determines, and declares that the area described in the Petition is a blighted area based on information included in and testimony related to the blight study submitted and presented at the public hearing on July 20, 2020. The City Council further finds and determines that the use of District revenues related to the construction of the improvements and services described in the Petition are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

Section 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

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

Section 11. It is hereby declared to be the intention of the City Council that each and every part,

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

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

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

day of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JULY 6, 2020
MEETING MINUTES

CALL TO ORDER

The July 6, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL

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

PRESENTATIONS

Mayor Stanley presented Gary Shaw with a plaque in recognition of his years of service as mayor from April 2018 - June 2020. Mayor Stanley read a biography of Mr. Shaw and commended Mr. Shaw for all of his accomplishments, outstanding leadership and great peacemaking skills.
Mr. Shaw thanked Mayor Stanley and stated it was a joy and a pleasure to serve as mayor and looks forward to serving two more years on the city council. He also thanked the city staff and stated it was joy to work with them.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Dr. Dean Van Galen, President of Missouri Southern State University, gave a brief introduction of himself and stated he looks forward to working with the mayor, city council, staff and community to strengthen the bridges that have been built with the university, the city and the community.

Chris Tucker was not present to address a complaint about the Joplin city prosecutor.

Joanna Lee, 2020 Kentucky Avenue, spoke on the JHAP policy and asked for special consideration regarding a change in life circumstance. According to Community and Planning Development Director Troy Bolander, the JHAP program is regulated by federal statutes and a special consideration cannot be granted in this situation. Mr. Bolander stated he and his assistant Patty Heagel will work with Ms. Lee to come to an agreeable resolution.

Maurice Filson was not present to speak on the mask ordinance and if the gyms and pools are considered a fitness necessity.

Additional requests to address Council:
Motion by Mr. Stinnett, second by Dr. Reid Adams, to allow the additional requests to be heard at this time. Voting in favor were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams.

Michael Hendrix, 818 Geneva, Joplin; Josh Shackles, 712 Roosevelt, requested to speak on the Main Street Cruising ordinance. Mr. Hendrix stated he is following up from a previous appearance before Council at which time he was encouraged to get support from businesses along Main Street that would be affected by a cruising ordinance. Mr. Hendrix and Mr. Shackles presented the council members with names of businesses who support some type of cruise night event. Mr. Hendrix and Mr. Shackles also presented the city council with a copy of Joplin City Code Section 114-205 and three options to change the code to allow organized cruise nights. After discussion, Mr. Stinnett made a motion to ask staff to amend the ordinance to allow a special use permit to permit cruising. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Margey Upson, Joplin, requested to speak on voting. She stated the citizens should have been the ones to elect a mayor and mayor pro tem. She commended City Manager Nick Edwards on the article he wrote that was published in the Joplin Globe which identified city needs. She spoke on support for using face masks. After Mrs. Upson's five minutes were up, she asked for additional time to finish her request. Motion by Dr. Reid Adams, second by Mr. Copple to grant an additional two minutes. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. Mrs. Upson continued by stating she feels there is a lack of respect for the elderly, sick and handicapped in our community and asked the city council to represent everyone in the city.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Mayor Stanley opened the Public Hearing for Council Bill No. 2020-265

Rick Nichols, 1934 E. Manitou, Joplin, representing Anderson Engineering, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-265
Mr. Stinnett introduced Council Bill No. 2020-265 - an ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No.2020-265 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **The Council Bill was read as Council Bill No. 2020-265.**
Mayor Stanley recognized two ladies from the audience, Carol Buck and her friend Donna, who

had organized a car show/fundraiser at Golden Corral Restaurant on June 28. Social distancing was maintained, and the event was successful.

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

Minutes of the June 15, 2020 City Council Meeting
Minutes of the June 24, 2020 Special City Council Meeting

RESOLUTIONS
RESOLUTION NO. 2020-010
Mr. Lawson introduced Resolution No. 2020-010-a resolution declaring intent to participate in natural hazard mitigation to work toward becoming a safer community. Motion by Mr. Lawson, second by Mr. Monteleone to approve Resolution No. 2020-010. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. Resolution No. 2020-010 was approved.

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2020-358
Mr. Cortez introduced Council Bill No. 2020-358-an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 123 S. Ozark Ave. in the City of Joplin, Missouri, for Two Thousand Eight Hundred Forty-nine and 00/100 Dollars ($ 2,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2020-358 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-089**

COUNCIL BILL NO. 2020-359
Mr. Shaw introduced Council Bill No. 2020-359-an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 211 S. Galena Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Forty-nine and 00/100 Dollars ($ 2,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Monteleone that Council Bill No. 2020-359 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-090**

COUNCIL BILL NO. 2020-360
Mr. Copple introduced Council Bill No. 2020-360-an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1218 S. Kentucky Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Fifty and 00/100 Dollars (3,750.00); providing how the cost thereof shall be paid;

how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2020-360 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-091**

COUNCIL BILL NO. 2020-450

Mr. Shaw introduced Council Bill No. 2020-450-an ordinance authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars and no Cents ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-450 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-092**

COUNCIL BILL NO. 2020-508

Mr. Shaw introduced Council Bill No. 2020-508-an ordinance approving a Contract by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-508 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-093**

COUNCIL BILL NO. 2020-509

Dr. Reid Adams introduced Council Bill No. 2020-509-an ordinance approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mrs. Williams that Council Bill No. 2020-509 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-094**

COUNCIL BILL NO. 2020-510

Mr. Lawson introduced Council Bill No. 2020-510-an ordinance approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-510 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-095**

COUNCIL BILL NO. 2020-511

Mr. Copple introduced Council Bill No. 2020-511-an ordinance approving a Contract by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Stinnett that Council Bill No. 2020-511 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-096**

COUNCIL BILL NO. 2020-512

Dr. Reid Adams introduced Council Bill No. 2020-512-an ordinance approving a Contract by and between the City of Joplin and UMR to provide health insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Cortez that Council Bill No. 2020-512 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-097**

COUNCIL BILL NO. 2020-513

Mr. Copple introduced Council Bill No. 2020-513-an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2020-513 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-098**

COUNCIL BILL NO. 2020-514

Mr. Lawson introduced Council Bill No. 2020-514-an ordinance approving the placement of the positions within the Salary Administration Plan for the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-514 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-099**

COUNCIL BILL NO. 2020-515

Mr. Shaw introduced Council Bill No. 2020-515-an ordinance approving a Contract by and between the City of Joplin and Waters Edge to complete a study of Ewert Pool; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-515 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: 0. Abstention: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-100**

COUNCIL BILL NO. 2020-516

Mr. Cortez introduced Council Bill No. 2020-516-an ordinance approving a Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2020-516 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Shaw, Stinnett, 5.Nays: Monteleone, Reid Adams, Stanley, 3. Absent: 0. Abstention: Williams, 1. The Council Bill did not pass on an emergency basis will be moved to Second and Third Reading on the July 20, 2020 agenda.

Mayor Stanley called for a recess at 8:17 p.m. The meeting reconvened at 8:27p.m.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-140

Mr. Shaw introduced Council Bill No. 2020-140-an ordinance approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater Project (TS0612) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Lawson to pass Council Bill No. 2020-140 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-140**

COUNCIL BILL NO. 2020-266

Mr. Lawson introduced Council Bill No. 2020-266-an ordinance establishing grades and accepting the Plat of QuikTrip No. 7061 Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Stinnett to pass Council Bill No. 2020-266 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-266**.

COUNCIL BILL NO. 2020-267

Mr. Stinnett introduced Council Bill No. 2020-267-an ordinance establishing grades and accepting the Plat of Eagles Edge Subdivision located at approximately 400’ West and 650’ North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No. 2020-267 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-267**

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

Police Department Engagement and Accountability Process

City Manager Nick Edwards stated Police Chief Sloan Rowland is going to prepare an accountability and engagement report for the city council's review in the next 30-60 days. Chief Rowland stated the men and women in the Police Department do a lot of things exceptionally well but the thing they don't do well is tell their story of how and why the Police Department does business the way they do. He hopes the report will help answer questions and outline some of the things the PD has done for years as far as community engagement and some news things they're trying do in light of current events.

Discussion of the COVID 19 Response and Recovery Plan

Ryan Talken, Assistant Health Director, presented a review of where we are in the Response and Recovery Plan, which is phase 2 step 2. Basic guidelines include masking for the frontline workers, occupancy restrictions on certain types of businesses and limiting mass gatherings.

Issue of enforcement: the City has an email address that people are encouraged to use to make a complaint. COVID19@joplinmo.org Enforcement of the plan by the Police Department is complaint driven. The first rule of enforcement shall be administered by education and an opportunity for compliance, followed by a warning and a civil action if necessary.

Update on Health Department and current cases: the Health Dept. continues to work seven days a week on case management and data entry management while also working with community partners and daily contact with hospitals. The hospitals are having increases in their hospitalization rates. The HD has daily contact with the affected long-term care facility as well as daily contact with the Dept. of Health and Senior Services, who is the regulatory agency over long-term care facilities. DHSS has had frequent visits to any long-term care facility that has been affected by the virus and makes available reports to the local health department. Mr. Talken presented an update of current cases, which included statistics for the following: Total Confirmed Cases: 211 of which 163 were symptomatic; Active Cases: 69; Active Quarantines:160; 7-day average case rate of 7.43 which is anticipated to rise. Today there was an additional 24 cases confirmed. Since the holiday there have been 7-10 cases confirmed per day. We continue to see the Joplin cases rise. Age range of new cases is 29-39. There is a 208% rise in cases over the last seven days. Reports from the county show a slight decrease in cases, which could have resulted from less mass testing. Positivity rated on July 4 was 9 .75 compared to 1.21% for the Joplin Metro area in May and 13.88% in June.

Recovery and Response Plan Recommendations: Mr. Talken recommended that we continue social distancing, wear a face mask when in public, if you're sick, stay home, frequent handwashing. He stated these measures work and it's a matter of getting everyone on board. It's up to citizens to decide if they want this to continue at this current trend or not. The Health Department's recommendation is to stay at the current phase 2 and step 2 of the Plan. Mr. Cortez asked for clarification on mask usage at restaurants. Mr. Talken replied that masks are to be worn when wait staff is within 6 feet of a patron. Mr. Jordan explained that there was a mask requirement for all restaurants employees until the Council voted to amend the order to require employees wear masks only when they are within 6 feet of customers. Motion by Mr. Lawson, second by Mrs. Williams to remain at Step 2 of Phase 2. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Mrs. Williams stated she would like to reinforce the requirements and guidelines that are outlined in the Reopening Plan. She stated that when the mask ordinance did not pass, it gave people the license to not wear masks where they are required, such as salons, personal care businesses and

some restaurants. We're going to remain in Step 2 of Phase 2 so let's remind people what that means.

Mr. Copple asked about revisiting the mandatory mask ordinance that did not pass on June 24, 2020. He stated he voted against it because he did not agree with it as proposed and amended. He would like to make the following amendments: 1) that each school system has a plan on file with the Health Dept. to implement safety protocols and the use of face coverings; 2) remove the face mask requirement for being outside if you're not in a group of 10 or more; 3) add an end date to the ordinance.

Mayor Stanley stated the failed ordinance put the responsibility of reporting non-compliance of the ordinance on individuals and he asked the council members their opinion on a business enforced solution or keep it as an individual enforced solution. Mr. Monteleone stated his original proposal was to model the ordinance after the Fayetteville ordinance that put the responsibility on the businesses to enforce the mandate. The City of Fayetteville felt they had the support of the business community to help enforce the ordinance, but Mr. Monteleone suggested the City of Joplin have discussions with the Chamber of Commerce and area businesses to get their input on businesses being the enforcer of the ordinance.

Mayor Stanley directed city staff to call a special meeting for this coming Wednesday, July 8, at 6:00 p.m. to discuss the amendments to the mask ordinance and include a discussion on a business enforced solution or individual enforced solution.

News from the Public Information Officer, Lynn Onstot

The City's tree limb and brush drop-off site will be open this Saturday, July 18 from 8:30 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, ½ mile north of Belle Center Road on the west side of Schifferdecker. This program is open the third Saturday of the month through October 2020, unless there is a weather event that warrants another date being set.

This is the year for the U.S. CENSUS. The Census is still open, and we encourage everyone to participate to be counted. It's a simple questionnaire that is easy, safe and important! These counts provide a picture of our nation, which then helps determine where to build new schools, hospitals, senior centers, businesses and other community facilities. The Census count also helps to determine how to distribute federal funding through numerous community and citizen assistance programs, including many in Joplin. Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. Remember EVERYONE Counts! Call 844-330-2020 go online at 2020census.gov to take the census or request a questionnaire in the mail.

For most recent statistics on COVID-19, go to www.joplinmo.org/coronavirus.Various subject matter is available here as well as a dashboard that is updated daily.

Other Business

Mr. Stinnett asked for confirmation that the Joplin Museum Complex discussion would be part of the July 13 City Council work session. Mayor Stanley confirmed that it would be on the agenda as well as a presentation from Planning and Community Director Troy Bolander.

Mr. Copple asked about having future discussion regarding the increasing number of vacant and dangerous buildings in our community. He suggested a task force that is comprised of representatives from the Police, Fire, Building Department, Code Enforcement, and any other department that needs to be involved to start working on this problem. Mr. Stinnett added that this suggestion could be expanded into a bigger program to address the large amount of housing and neighborhood blight. Mr. Stinnett suggested the first step should be for the city manager to have a discussion with the city council about these issues. Mr. Edwards stated he will direct city staff to prepare an outline of the issues to that can be discussed at a future work session

Mayor Stanley stated he had received numerous complaints about fireworks and stated Council may want to discuss this issue in the future to decide if changes need to be made to the City Code about possibly limiting the number of days for setting off fireworks.

Closed Session. Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; as set forth in Section 610.021(1) (3) RSMo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 9:39 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
JULY 8, 2020

CALL TO ORDER

Mayor Stanley called the special meeting to order at 6:00 p.m.

Invocation was read by City Clerk Barbara Gollhofer

The Pledge of Allegiance to the United States of America was led by Ms. Williams.

City Clerk Barbara Gollhofer read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Wednesday, July 8, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose of discussing an ordinance to require persons to wear facemasks to help restrict the spread of COVID-19.

The public was informed the meeting could be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia. In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 43.

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

ORDINANCE-EMERGENCY

COUNCIL BILL NO. 2020-004 - AN ORDINANCE to require persons to wear facemasks that cover the nostrils and mouth to help restrict the spread of the COVID-19 virus, to establish reasonable exemptions, to set practical enforcement conditions; and containing an emergency clause.

Before discussion on Council Bill No. 2020-004, Mayor Stanley opened the meeting to hear Citizens Requests to Address Council and public comments submitted by email.

Requests to Address Council:
Motion by Mr. Copple, second by Dr. Reid Adams to allow Dr. McNab speak at this time.
Voting in favor were Council Members: Copple, Cortez, Lawson , Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.
Dr. Rob McNab, 1963 Reinmiller Rd. spoke on behalf of Freeman Health System and supports a mask ordinance. He gave an update on COVID patients: they're increasing in hospitalizations, severity of illness is increasing, stays are more prolonged. FHS is at capacity and has had to transfer patients to other hospitals. FHS is working with Mercy to find ways to take care of community members as well as health care providers who have been become ill. FHS is actively building another unit to figure out where to put patients. Dr. McNab stated he is also speaking on

behalf of Mark Hahn, President of KCUMB's medical school, who firmly supports a mask ordinance. KCUMB has implemented a mask ordinance on their campuses.
Christopher Rouse, 2006 Whitney Way, Joplin, spoke in opposition to a mask ordinance.
Blake Hartman, 1007 E Centennial, Carthage, spoke in opposition to a mask ordinance.
Josh Shackles, 712 Roosevelt, Joplin, spoke in favor of a mask ordinance.
Toby Teeter, 320 W. 4th St., Joplin, stated the Chamber of Commerce favors a mask ordinance.
Troy Kinast, 1630 Marzelle Dr., Joplin, spoke in opposition to a mask ordinance.
Dr. Michael Knapp, 3586 Alpaca Dr., Joplin spoke in opposition to a mask ordinance.
Holly Crane, 1205 S. Main, Joplin, spoke in favor of a mask ordinance.
Melanie Wamble, 2158 S. Fallen Oak, Joplin, spoke in favor of a mask ordinance.
Dr. Tobi Yerokun, 3702 Springhill Rd., Joplin, spoke in favor of a mask ordinance.
Jordan Starkweather, 2515 N. Minnesota, Joplin, spoke in favor a mask ordinance.
Ivy Hagedorn, 3401 S. Moffet, Joplin, spoke in favor of a mask ordinance.
Abigail Covington, 211 S. Moffet, Joplin, spoke in opposition to a mask ordinance.
Deborah Ferguson, 4480 Bradley Dr. Joplin, spoke in opposition to a mask ordinance. Ms. Ferguson asked for additional time to speak. Motion by Mr. Stinnett, second by Mr. Copple to allow the extra time. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett and Williams, 8. Nays: 1, Reid Adams.
Sophie Stoebel, 2602 Delaware, Joplin, spoke in favor of a mask ordinance.
Kevin Van Story, 1241 N. Business 49, spoke in opposition to a mask ordinance.
Chuck Covington, 301 S. Mineral, Joplin, spoke in opposition to a mask ordinance.
Steve Allgood, 5837 Elm, Webb City, spoke in opposition to a mask ordinance.
Dr. Justin Hamlin, 308 Dogwood Trail, Carl Junction, spoke in opposition to a mask ordinance.
Charles McGrew, 2912 Minnesota, Joplin, spoke in opposition to a mask ordinance.
Lori Phillips, 3402 Westberry Square, Joplin, spoke in opposition to a mask ordinance.

Mayor Stanley called for a recess at 8:50 p.m. The meeting reconvened at 9:00 p.m.

Comments from the Public: Read by City Clerk Barbara Gollhofer
Tim Wasson, Joplin: do not mandate masks for residents
Stephanie Brady, Community Clinic: supports a mask ordinance
Meegan Brown, 3106 S. Grand: stated she is against the mandatory masks' rules.
Kristine Gustafson: supports wearing masks in public places
Steve Brown, 3106 S. Grand: please vote NO on the mask ordinance.

Staff Recommendation:
City Manager Nick Edwards stated the City of Joplin Health Department recommends mask usage for health and safety reasons. The city council authorized the purchase of masks at the council meeting on Monday, July 6. The Finance Dept. has been working to procure masks. They will be available to the public sometime next week. The city is working on a distribution plan which may involve using Memorial Hall parking lot and city staff. Details will be announced when they're finalized, and the City will do its best to accommodate those in need as much possible. Proof of residency such as a utility bill will be required. If there are masks left over after the citizen distribution, they may be offered to businesses.

Comments from Jeremy Drinkwitz, President of Mercy Joplin

Mr. Drinkwitz stated Mercy has limited supplies and resource, but plenty of PPE and resources to take care of people with COVID, but the reality is they have limited nurses and a limited number of beds to take care of all the patients they have. Cases have risen in the past two weeks. There is concern within the medical profession and medical community that we may get to a point if the trend of increasing COVID cases continues, that we're going to run out of the ability to take care of the patients that need care. He stated Mercy is 100% in favor of supporting face masks.

Comments from Dr. Melinda Moss, Joplin Schools Superintendent

Dr. Moss stated Joplin Public Schools has worked with the Health Department concerning a mask ordinance and feels they have protocols in place that are reasonable for school children and aligns with the Pediatric Association's guidelines. The back-to-school plans for the 2020-2021 school year are still being drafted.

Comments from Dr. Yuhas, Freeman COVID doctor

Dr. Yuhas spoke on behalf of his cohorts at Freeman Health System. He's been working with COVID patients the last two weeks and supports a mask ordinance.

Ordinances – Emergency

Council Bill 2020-004- an ordinance to require persons to wear facemasks that cover the nostrils and mouth to help restrict the spread of the COVID-19 virus, to establish reasonable exemptions, to set practical enforcement conditions; and containing an emergency clause.

Mr. Copple asked to make the following amendment to Section 1 of Ordinance No. 2020-004:

> Section 1. That all persons six (6) years old or older who are present in the City of Joplin shall wear a face covering when inside public facilities or businesses that are open to the public, public transportation vehicles and outside when social distancing is not possible in groups of ten (10) or more persons who are not members of the same family or household. Face covering is defined as a cloth face covering that covers the nose and mouth *or a full-face shield*. It can be a sewn mask secured with ties or straps around the head or behind the ears; multiple layers of fabric tied around the head; made from a variety of materials, such as fleece, cotton, or linen; or factory-made or made from household items.

Mr. Cortez asked to make the following amendment to Section 8 of Ordinance No. 2020-004:

> Section 8. Under the Joplin City Council's authority for enforcement of a violation of face coverings, the City Council specifically orders that a violation of this ordinance under Joplin's City Code, Section 1-5, is punishable by a fine of $0 to ~~$150~~ $50 dollars, at the court's discretion.

Motion by Mr. Cortez, second by Mr. Monteleone to approve the amendments to Council Bill No. 2020-004. Voting in favor were Council Members: Copple, Cortez, Lawson , Monteleone, Reid Adams, Stanley, and Williams, 7. Nays: Shaw, Stinnett, 2. Council Bill No. 2020-004 was amended.

Amended Council Bill No. 2020-004

Mr. Cortez introduced Amended Council Bill No. 2020-004 - an ordinance to require persons to wear facemasks that cover the nostrils and mouth to help restrict the spread of the COVID-19 virus, to establish reasonable exemptions, to set practical enforcement conditions; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams to approve Amended Council Bill No. 2020-004 on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Stanley, and Williams, 8. Nays: Lawson, Shaw, Stinnett, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2020-101**

Other Business

Mayor Stanley asked the city council for their permission to reach out to Newton and Jasper County leaders, and every municipality in those two counties, to put together a COVID Task Force. Mayor Stanley believes this issue (mask ordinance) would have been best served if it had been addressed by the counties and not the city because the city is too small. He wants to include the Health Department, city manager and the mayor to try to help pull the cities in this area together and try to fight this (COVID-19) as a joint effort. The consensus of the City Council was to grant permission to the mayor to move forward.

Adjournment

With no further business, the meeting adjourned at 10:43 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-140 – approving an Occupancy License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

MEETING DATE
July 6, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Agreement, CB2020-140

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

SUMMARY
This Council Bill approves the execution of a occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater project (TS0612) across railroad right-of-way; establishing certain obligations for the continuation of the occupancy.

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for culvert and ditch improvements at 4th and School. The existing ditch and culverts running between the existing railroad tracks and the Empire Market property do not have sufficient capacity and cause flooding in the adjacent Empire Market building. The ditch empties into 2-24" RCP culverts where it crosses under 4th street and into a 42" RCP which has a less than 5-year design capacity. The 4th and School stormwater project includes ditch and culvert improvements to increase the system capacity and accommodate the 100-year event. The improvements include installation of a precast 5' x 6' reinforced concrete box culvert crossing underneath MNA railroad at 5th street as well as storm sewer improvements in parallel with the railroad right-of-way. This agreement allows for the installation of the improvements as well as the continued occupancy by the City with these improvements within railroad right-of-way. As part of this agreement MNA has waived the agreement processing fee, engineering review fee and contractor right of entry fee associated with the Occupancy agreement application.

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2020-140, occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin on first reading.

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Missouri & Northern Arkansas Railroad Company, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Joplin, Missouri (**"LICENSEE"), whose address is **602 South Main Street, Joplin, MO 64801.**

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ( ) above ground (X) below ground

B. ( ) water pipeline ( ) sewer pipeline (X) stormwater pipeline ( ) cable tv wireline ( ) fiber optic wireline

( ) communications wireline ( ) power wireline

located at or near Mile Post **330.8, Tamko Industrial Lead Subdivision, Latitude: 37.08635, Longitude: -94.5033,** at or near **Joplin**, County of **Jasper**, State of **MO**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground storm sewer pipeline crossing and parallelism including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power **("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof, ("LICENSEE'S Scope of Work"), referenced on Exhibit A.1 attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **$0.** LICENSEE shall also submit a **one-time agreement processing fee** of **$0, engineering review fee** of **$0** and a **contractor right of entry fee** of **$0,** which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT.

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE, WITHOUT WAIVING SOVEREIGN IMMUNITY AND WITHOUT WAIVING OR RELEASING ANY AVAILABLE DEFENSES, HEREBY ASSUMES RISK OF AND AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at 866.527.3499 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS,** attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at is option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

Section 19. RESERVED.

Section 20. RESERVED.

Section 21. RESERVED.

Section 22. LEGAL NOTICES.

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801
Attention: Dan Johnson

LICENSOR: Missouri & Northern Arkansas Railroad Company, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of MO without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Missouri & Northern Arkansas Railroad Company, Inc.

By: _____

Name:

Its:

LICENSEE

City of Joplin, Missouri

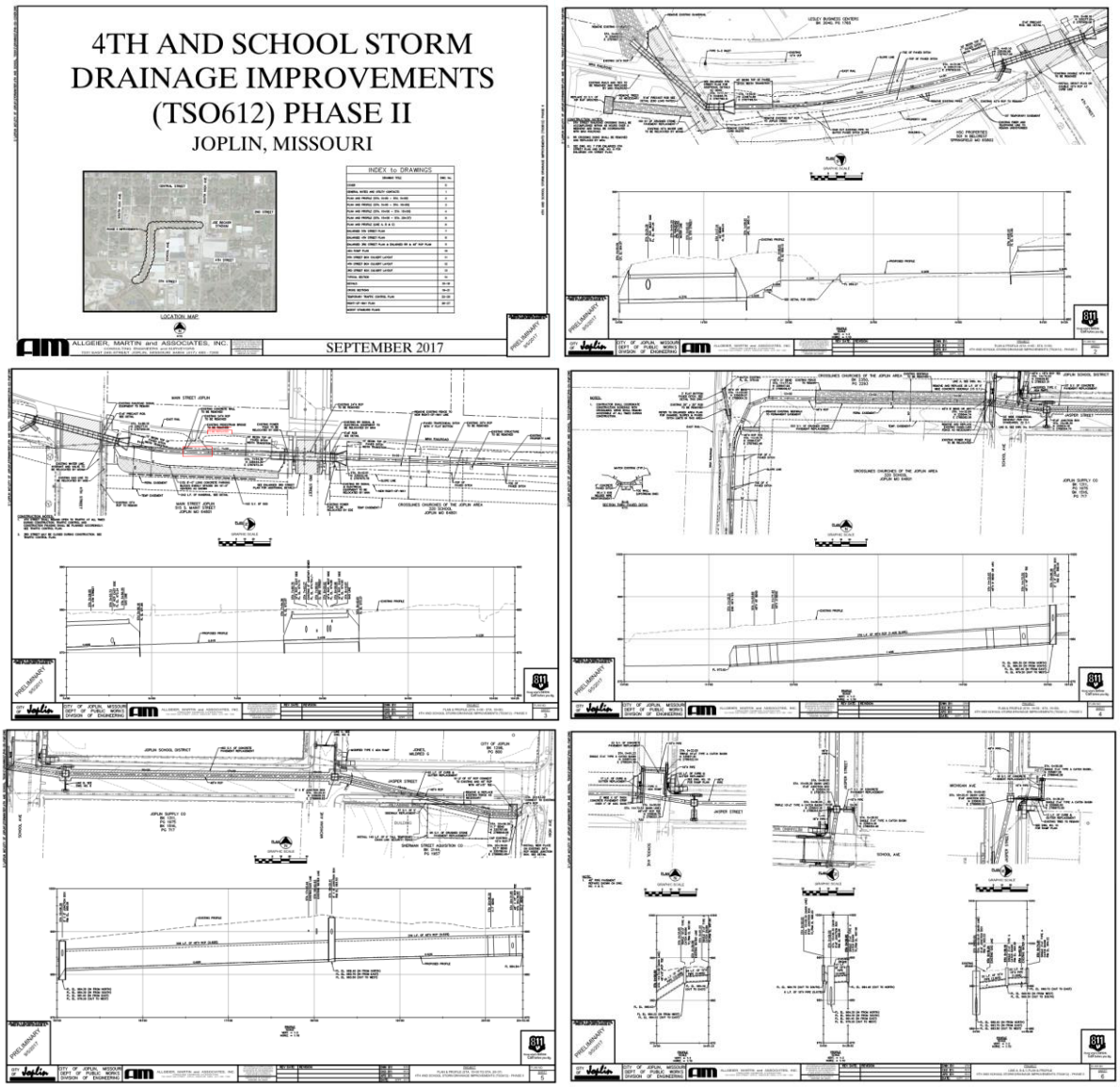
By: _____

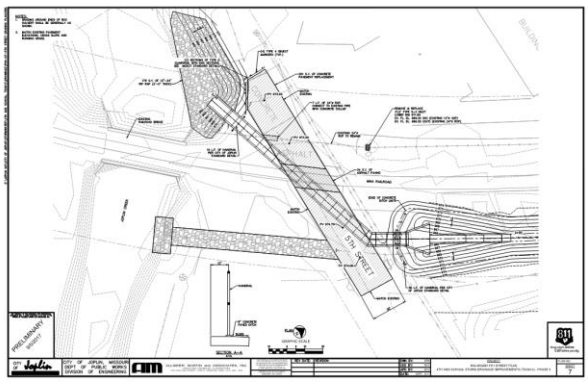
Name:

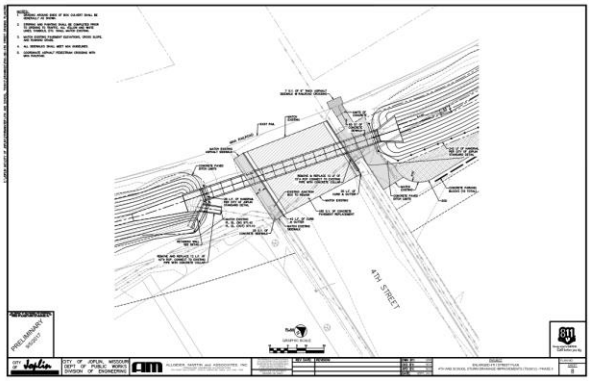
Its:

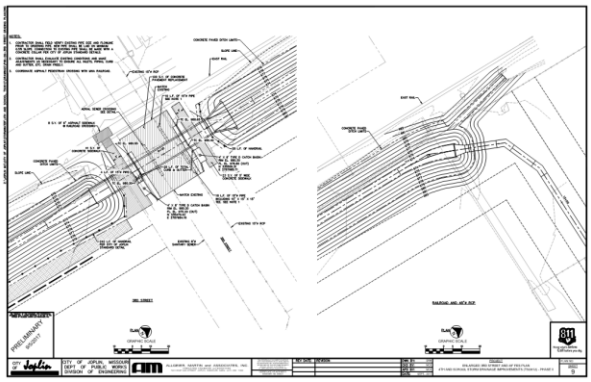
EXHIBIT A

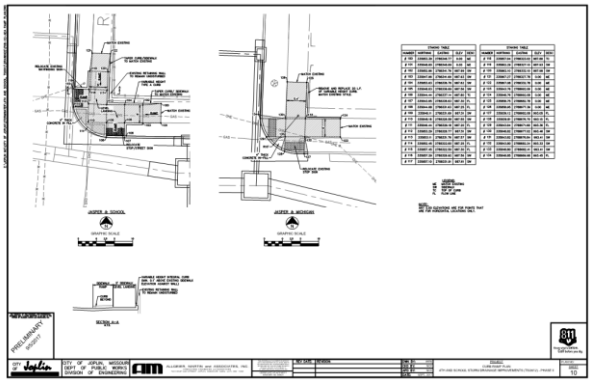
LICENSEE'S FACILITIES

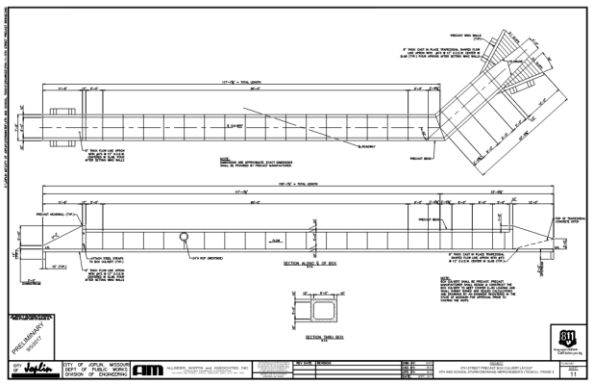


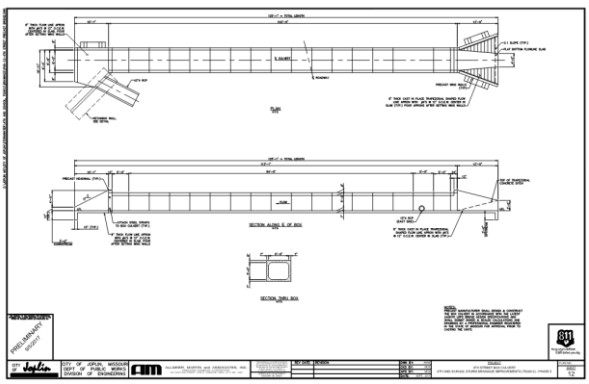


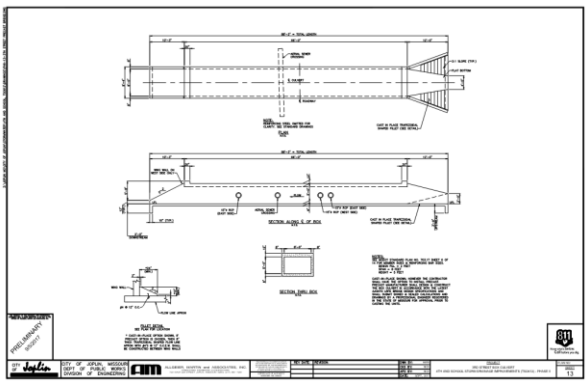


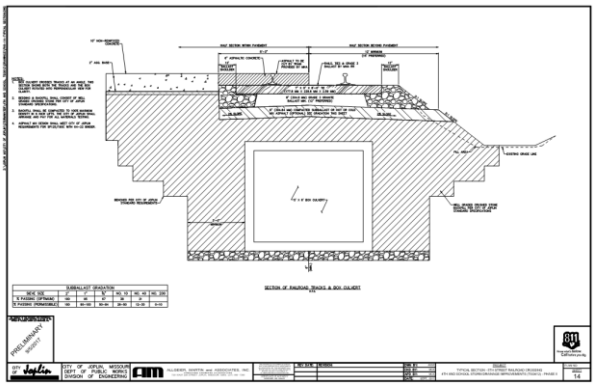


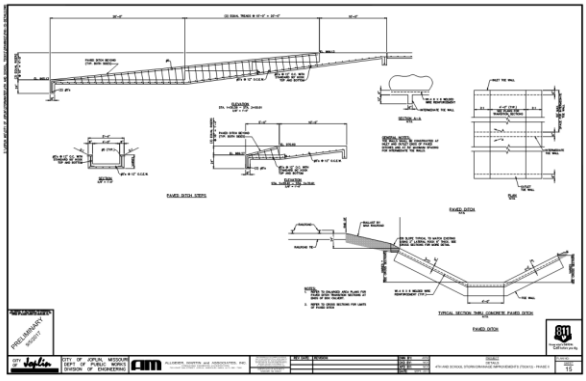


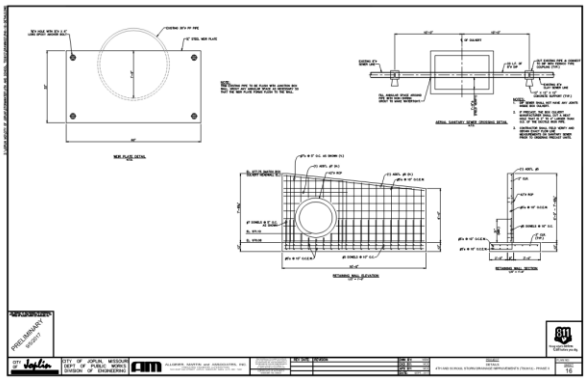


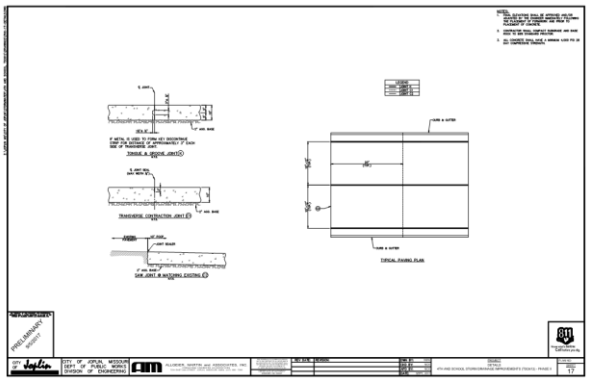


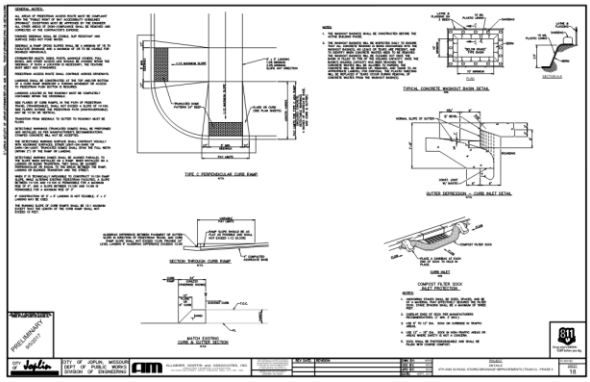


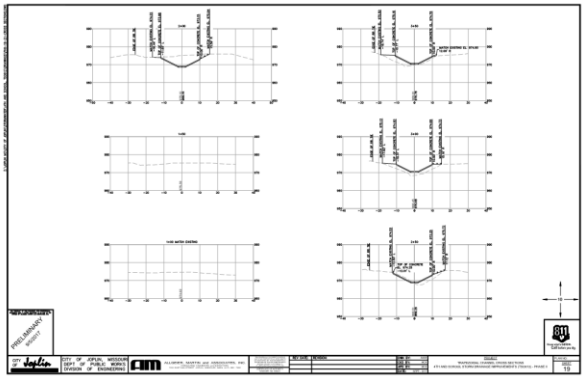


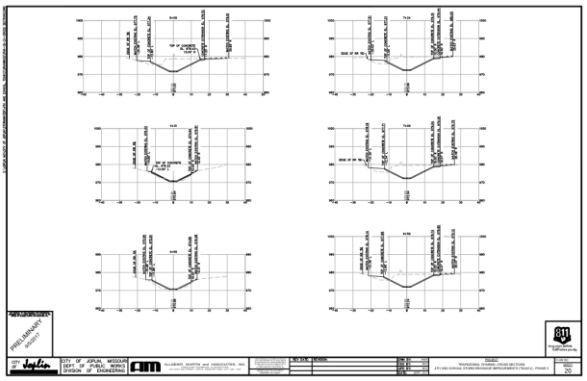


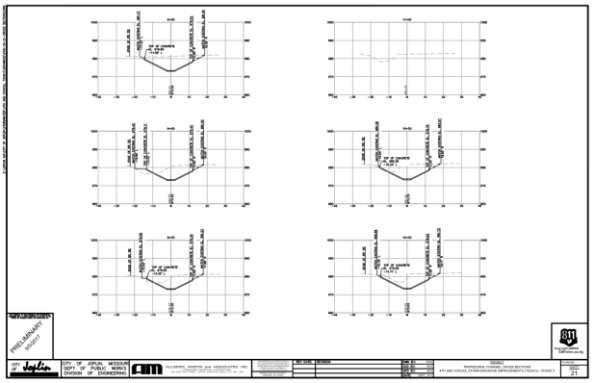


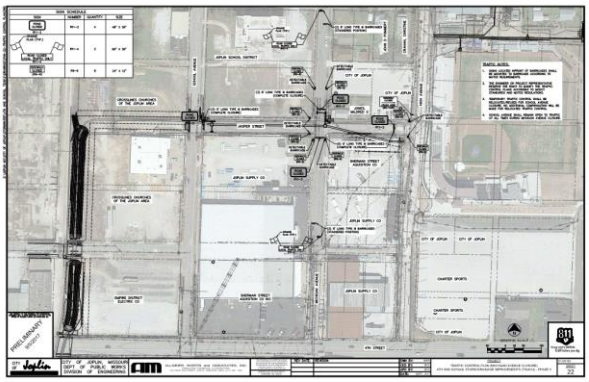


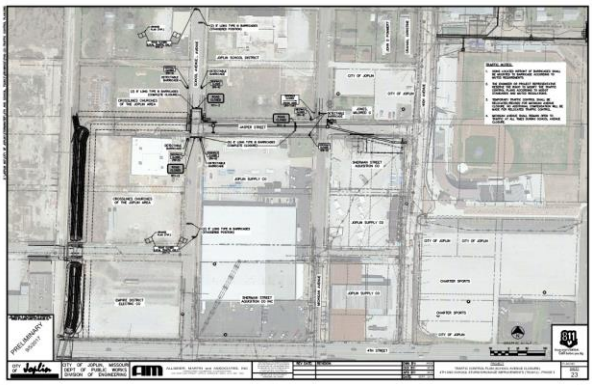


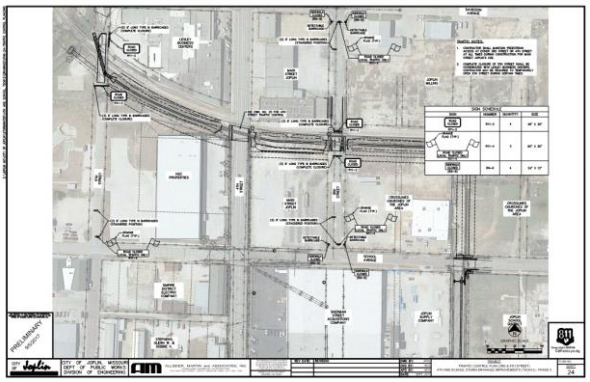


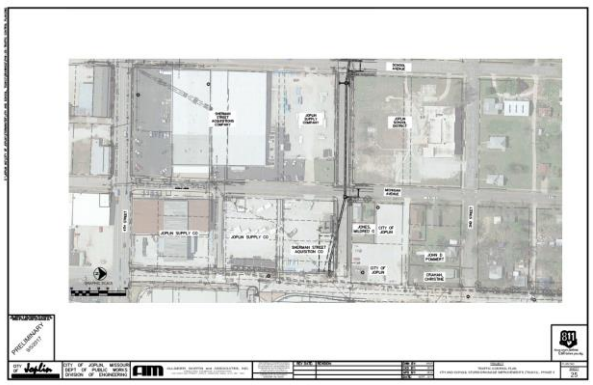


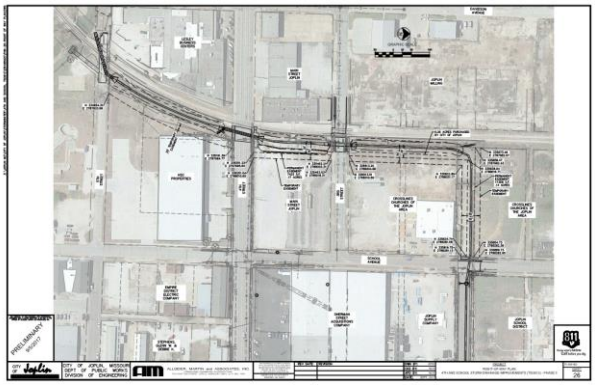












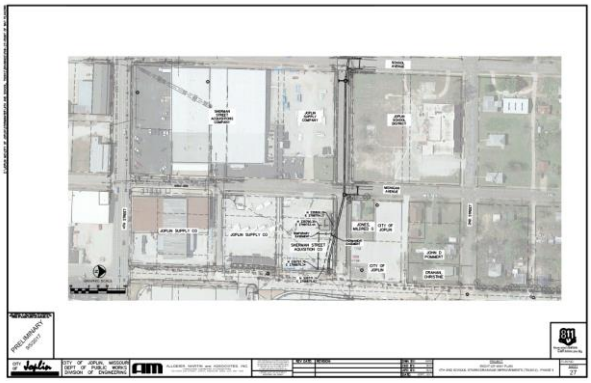


EXHIBIT A.1

5th St. Box Culvert Crossing

City of Joplin shall:

1. Arrange and pay for a contractor to install the precast 5'x6' reinforced concrete Cooper E-80 rated box culvert in an open trench;
2. Including excavation, box culvert, bedding, structural backfill, pavement replacement, ballast replacement on either side of rails (not in between), topsoil replacement, seed, and mulch;
3. Pay and arrange for materials testing for structural backfill;
4. Coordinate with the MNA Railroad and complete the installation of the box culvert within 60 hours over a weekend while the tracks are not in service.

MNA Railroad shall:

1. Arrange and pay for the removal and replacement of a designated section of track (rails and ties) with MNA forces to allow for the installation of the box culvert, including materials;
2. Arrange and pay for the removal and replacement of cross bucks or any required signal equipment, including materials;
3. Waive flagging fees to the City of Joplin associated with the encroachment;
4. Waive crossing fees to the City of Joplin associated with the crossing;
5. Coordinate with the City of Joplon and complete the installation within 60 hours over a weekend while the tracks are not in service.

Parallelism, 5th St. to Vacated Jasper

City of Joplin shall:

1. Arrange and pay for a contractor to construct storm sewer improvements;
2. Including, earthwork, installation of box culverts, pave ditch, and appurtenances associated with the ditch improvements;
3. Replace any ballast that is removed by the City's contractor during the construction of improvements;
4. Eliminate pedestrian bridge and crossing between 3rd St. and 4th St.;
5. Only work during the times desingated by MNA Railroad for all work within 25 feet of the rail;
6. Coordinate with MNA Railroad for the removal and replacement of signal equipment.

MNA Railroad shall:

1. Arrange and pay for the removal and replacement of signal equipment at 4th St. and 3rd St. as noted on the plans with MNA forces to allow for the installation of storm sewer improvements, including any underground fiber or electric;
2. Provide any specialty temporary traffic control that may be required by MNA; Waive flagging fees to the City of Joplin associated with the encroachment and shut down the railroad during designated times when not in use;
3. Coordinate with the City of Joplin for the construciton of storm sewer improvements.

EXHIBIT B

SURVEY

EXHIBIT C

INSURANCE REQUIREMENTS

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall **name the Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track,** the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by** the **Licensor** and **its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on

or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Missouri & Northern Arkansas Railroad Company, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

4th and School Occupancy Agreement related Stormwater Improvements



COUNCIL BILL NO. 2020-140 **ORDINANCE NO**

AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater Project (TS0612) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, 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.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-267 – Final Plat Review, Eagles Edge Subdivision

MEETING DATE:
July 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 027-20: Final Plat Review – A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

BACKGROUND:
James and Lance Ledford are seeking a final plat approval for the first 20 lots of a 152-lot subdivision for new single-family dwelling development located between W. Wildwood Ranch Pkwy. and W. 32nd St. The applicant will be extending both of those streets the length of the development as well as other utilities. The applicant is providing access through the development with streets going east to west along with sidewalk access across, as well as a stub out to the west for cross-access to future development.

PLANNING & ZONING COMMISSION TESTIMONY:
Rick Nichols, Anderson Engineering, 1934 E. Manitou, Joplin, MO. The preliminary plat has come before you several weeks ago and nothing has changed. This sub-division is approximately 152 lots and proceeding in three phases with annexation of each phase.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommend approval, 5 In Favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 027-20.

ATTACHMENTS:
CB 2020-267, Planning Report, Commission Minutes

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

STAFF PLANNING REPORT
Final Plat

CASE 027-20 Final Plat Review

NAME OF SUBDIVISION Eagles Edge

LOCATION: Between W. Wildwood Ranch Pkwy. and W. 32nd St.

APPLICANT: James & Lance Ledford

PRESENT ZONING: R-1 Single-family Residential

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Vacant	Vacant	Vacant	Vacant

SUBDIVISION:

Number of lots
20

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 32nd St.	Collector	90’
W. Wildwood Ranch Pkwy.	Collector	65’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: Existing. New easements are included with the replat. A new sewer extension is planned.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The final plat approval is for Eagles Edge Subdivision located in Wildwood Ranch. The property is currently outside of the city limits; however, the subdivision will be annexed into the city in phases as the neighborhood is constructed. This subdivision will be the first 20 lots of the total planned 152 lots, zoned R-1 Single-family Residential upon annexation. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

James and Lance Ledford are seeking a 20-lot final plat for a planned 152-lot subdivision for new single-family dwelling development located between W. Wildwood Ranch Pkwy. and W. 32nd St. The applicant will be extending both of those streets the length of the development as well as other utilities. The applicant is providing access through the development with streets going east to west along with sidewalk access across, as well as a stub out to the west for cross-access to future development. All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided through the development to direct water flow to a detention area in the Northwest corner of the development.

Staff recommends approval of Case 027-20.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ No.: 027-20
Date Filed:
Date of Meeting:
Filing Fee:

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Eagle's Edge

II. Name of Owner: Ledford Construction and Development

III. Name of Subdivider: Ledford Construction and Development

IV. Name of Person who prepared the Plat: Anderson Engineering Inc.

V. Date of Hearing: June 8, 2020

VI. Location of Property by Streets: W. 32nd Street and W. Wildwood Ranch Parkway

VII. Present Zoning of Property: R-1

VIII. Present Uses of Property: Meadow

IX. No. of Acres in Total Tract: 5.70 Acres No. of Lots: 20

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	X	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

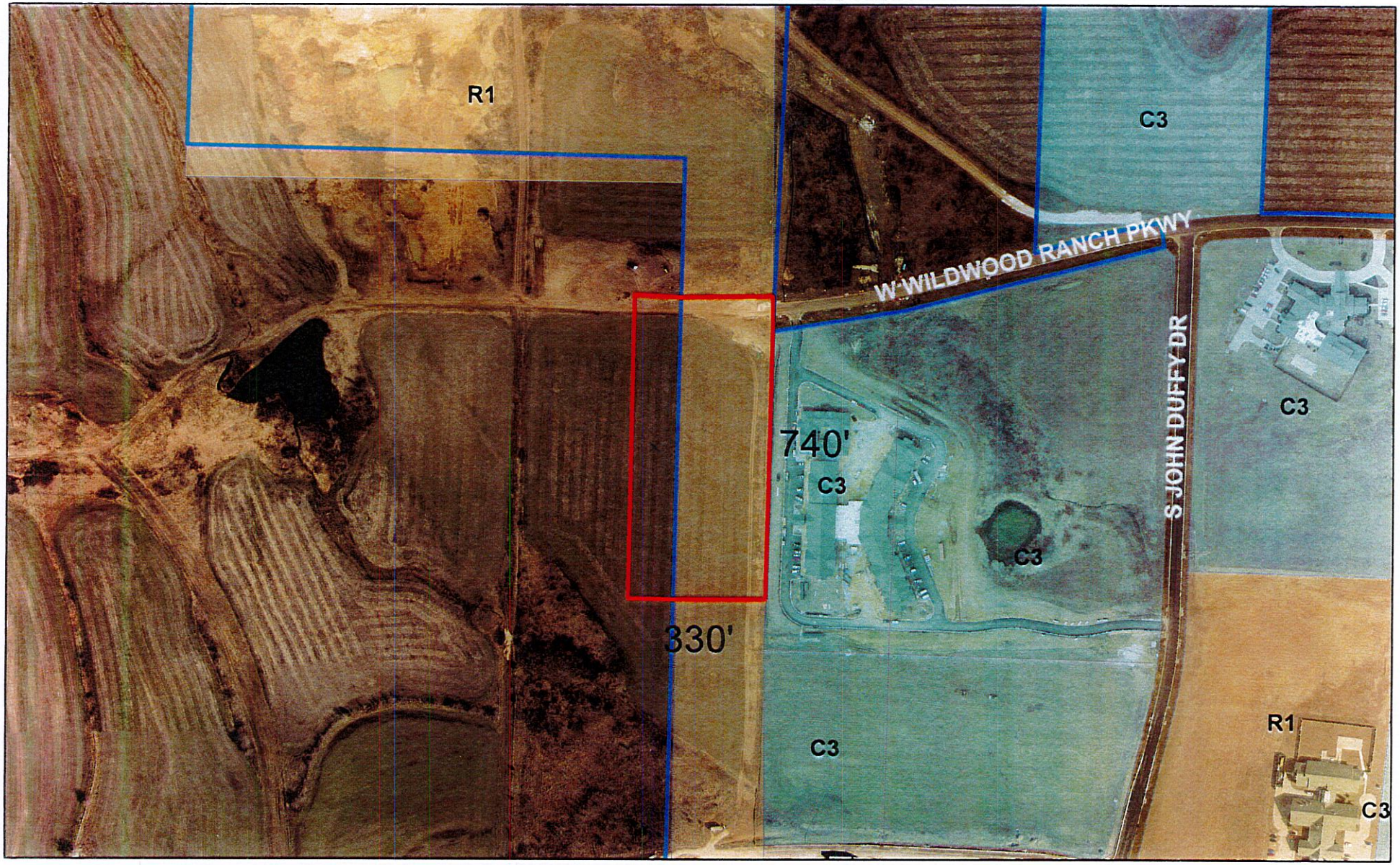
XVI. Are additional comments attached? _____ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____ 6-17-20

Signature Date

Case 027-20: Final Plat Review



A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

CB 2020-267

Case 027-20: Final Plat Review – A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Rick Nichols, Anderson Engineering, 1934 E. Moniteau, Joplin, MO. The preliminary plat has come before you several weeks ago and nothing has changed.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case?

MS. STEELE MOVED, SECONDED BY MR. EASTMAN, CASE 027-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).

P & Z Case
Case 027-20
James and Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-267 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Eagles Edge Subdivision located at approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri, be and the same are hereby fixed and established as follows:

> Commencing at a found aluminum monument at the Southeast corner of said Section 13; thence North 88°40'30" West along the South line thereof, 2027.47 feet to a point on the East line of a tract of land described in Book 2501, Page 39 in the Recorder of Deeds Office in Jasper County, Missouri; thence North 0°00'00" East along the East line thereof, 220.09 feet to a found 1/2" iron bar at the Northeast corner of said tract of land; thence North 1°33'33" East, 675.44 feet to the point of beginning of the tract herein described; thence North 88°10'12" West, 199.70 feet; thence North 1°49'48" East, 11.27 feet; thence North 88°10'12" West, 142.00 feet; thence North 1°49'48" East, 651.92 feet; thence North 1°30'00" East, 65.00 feet; thence South 88°30'00" East, 146.60 feet; thence 195.86 feet on a curve to the left, having a radius of 1970.00 feet and a chord bearing North 88°39'06" East, 195.78 feet; thence South 1°49'48" West along the West line of a tract of land described in Book 2398, Page 218, 739.89 feet to the point of beginning. Contains 5.70 acres, more or less, subject to any existing easements, more generally described as being located approximately 200' Southwest of the end of public right-of-way of W. Wildwood Ranch Pkwy.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-265-Voluntary Annexation

MEETING DATE:
July 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 024-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford.

BACKGROUND:
The property is located within the Wildwood Ranch Development area, just West of the end of 32nd Street and end of Wildwood Ranch Pkwy. This first phase of the Eagles Edge Subdivision will contain 20 lots for Single-Family residential. Upon annexation, the zoning will default to R-1 Single-family Residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Rick Nichols, Anderson Engineering, 1934 E. Manitou, Joplin, MO. Representing the Ledford's and speaking on behalf of Eagles Edge. This section for annexation is the first phase of the Eagles Edge.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
The Planning & Zoning Commission recommends approval (5 In Favor, 0 Nays, 1 Absent).
Staff recommends approval of Case 024-20.

ATTACHMENTS:
CB 2020-265, Staff Planning Report, P&Z Commission Minutes.

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

STAFF PLANNING REPORT
Voluntary Annexation

CASE 024-20 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St.

APPLICANT Ledford Construction & Development

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant	Approximately 5.7 acres

DISCUSSION

Ledford Construction & Development is requesting to voluntarily annex one tract of approximately 5.7 acres of vacant land. The property is located within the Wildwood Ranch Development area, just west of the end of 32nd Street and end of Wildwood Ranch Pkwy. This first phase of the Eagles Edge Subdivision will contain 20 lots for single-family residential. Upon annexation, the zoning will default to R-1 Single-family residential, and no rezoning was required or requested by the applicant.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within the 100-year floodplain. It is consistent with our future land use map, which indicates this area as future low-density residential.

City sewer, stormwater facilities, and street infrastructure will be completed by the developer. Additional private utilities will be extended as well. Easements will be dedicated to ensure future access to utilities.

Staff recommends approval of Case 024-20.

ENCLOSURES

- Final plat
- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

HOLLY KRISTEN HUGHES
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 19644235
My Commission Expires Jan 30, 2023

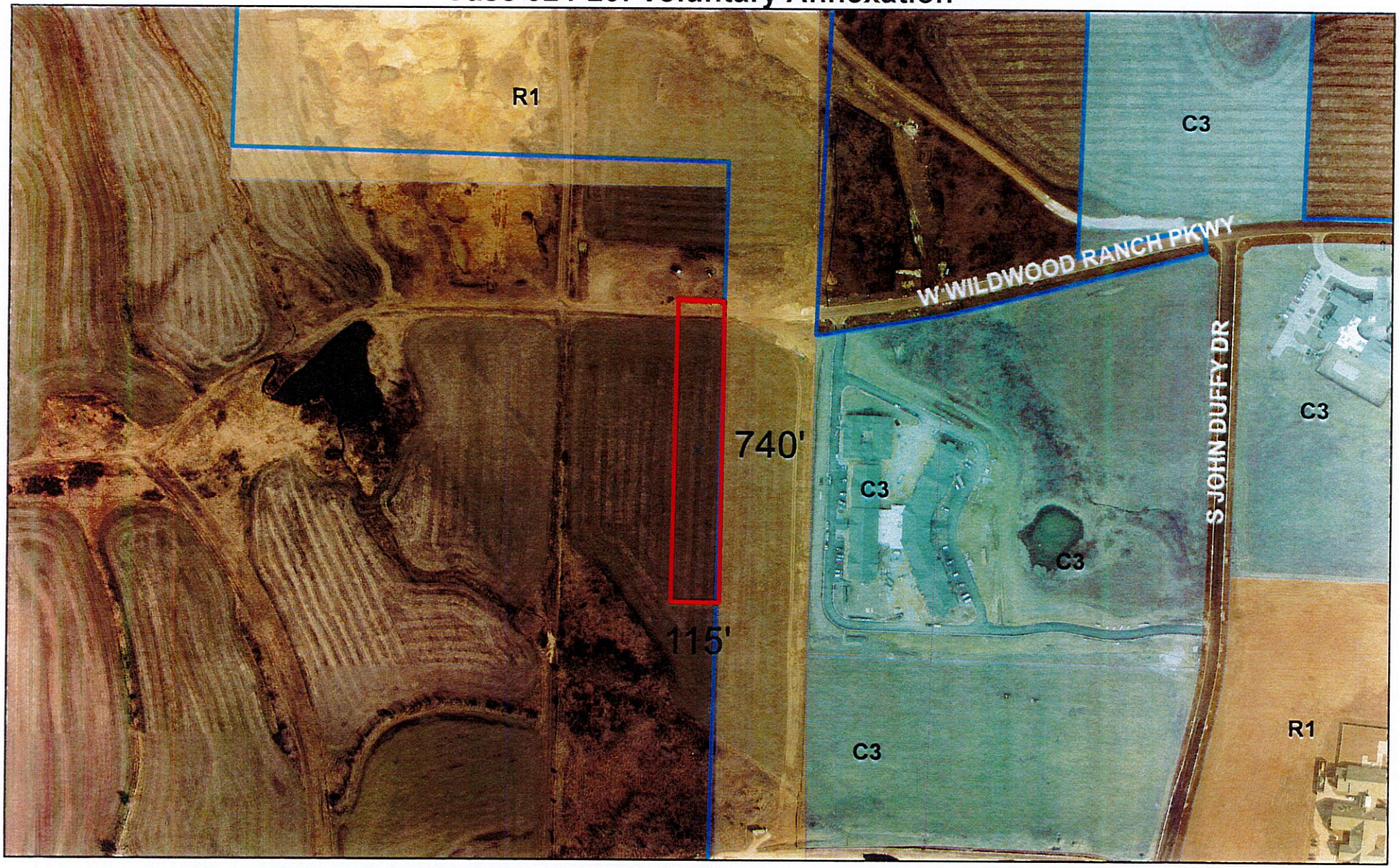
On this 7 day of February 20 20, before me appeared Lance Ledford, and James Ledford, to me known to be the members of Ledford Construction and Development ~~and the seal affixed to the foregoing instrument is the corporate seal of said corporation,~~ and that said instrument was singed and sealed on behalf of said ~~corporation~~ limited liability company by authority of its ~~Board of Directors~~ members of the consideration stated therein and no other, and said members limited liability company acknowledged said instrument to be the free act and deed of said ~~corporation~~, and that the allegations contained therein are true.

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

My commission expires: January 30, 2023.

Holly Kristen Hughes, Notary Public

Case 024-20: Voluntary Annexation



A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

CB 2020-265

Case 024-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Rick Nichols, Anderson Engineering, 1934 E. Moniteau, Joplin, MO. Representing the Ledford's and speaking on behalf of Eagles Edge. This is the section for annexation is the first phase of the Eagles Edge.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. KIMBLE, CASE 024-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).

P & Z Case 024-20
James and Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-265 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., Joplin, Jasper County, Missouri.

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

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

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

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

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

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

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

Commencing at a found aluminum monument at the Southeast corner of said Section 13; thence North 88°40'30" West along the South line thereof, 2027.47 feet to a point on the East line of a tract of land described in Book 2501, Page 39 in the Recorder of Deeds Office in Jasper County, Missouri; thence North 0°00'00" East along the East line thereof, 220.09 feet to a found 1/2" iron bar at the Northeast corner of said tract of land; thence North 1°33'33" East, 675.44 feet to the point of beginning of the tract herein described; thence North 88°10'12" West, 199.70 feet; thence North 1°49'48" East, 11.27 feet; thence North 88°10'12" West, 142.00 feet; thence North 1°49'48" East, 651.92 feet; thence North 1°30'00" East, 65.00 feet; thence South 88°30'00" East, 146.60 feet; thence 195.86 feet on a curve to the left, having a radius of 1970.00 feet and a chord bearing North 88°39'06" East, 195.78 feet; thence South 1°49'48" West along the West line of a tract of land described in Book 2398, Page 218, 739.89 feet to

the point of beginning. Contains 5.70 acres, more or less, subject to any existing easements, more generally described as being located approximately 200' Southwest of the end of public right-of-way of W. Wildwood Ranch Pkwy.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 9th day of August 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-266 – Final Plat Review, QuikTrip No. 7061 Subdivision

MEETING DATE:
July 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation.

BACKGROUND:
The final plat review is for Quiktrip No. 7061 located just off of I-49 on E. 32nd St. This subdivision will be 3 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Betchan, AAB Engineering, LLC, 200 N. McKinley, Sand Springs, Oklahoma. This is a three (3) lot commercial development. QuikTrip has purchased the entirety of the tract and assembled it. The store has been constructed and will open in about three weeks. The balance of it is surplus property and will be sold off.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommend approval, 5 In Favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 026-20.

ATTACHMENTS:
CB 2020-266, Planning Report, Commission Minutes

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

STAFF PLANNING REPORT
Final Plat

CASE 026-20 Final Plat Review

NAME OF SUBDIVISION Quiktrip No. 7061

LOCATION: Northeast corner of 32nd St. and Prosperity Rd.

APPLICANT: Daniel Chambers

PRESENT ZONING: C-3

PRESENT LAND USE: Fuel sales and convenience store

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	M-2	C-3
Land Use	Future Warehousing	Vacant	Semi-truck sales & service	Vacant

SUBDIVISION:

Number of lots
3

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 32nd St.	Arterial	150'
Prosperity Ave.	Local	100'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: Existing. New easements are included with the replat. A new sewer extension has been completed.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The final plat approval is for Quiktrip No. 7061 located in just off of I-49 on E. 32nd St. This subdivision will be 3 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Daniel Chambers of QuikTrip is seeking a 3-lot commercial subdivision for future commercial development located at the Northeast corner of E 32nd St. and Prosperity Ave. The applicant has already extended sewer and does show easements in the final plat for existing and future utilities, along with a dedication of 100' wide right-of-way for a future realignment of Prosperity Ave. All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided with a detention area in the Northwest corner of the plat.

Staff recommends approval of Case 026-20.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ Case No.: 026-20
Date Filed: _____
Date of Meeting: 6-8-20
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: QuikTrip No. 7061

II. Name of Owner: QuikTrip Corporation, An Oklahoma Corporation

III. Name of Subdivider: Daniel Chambers

IV. Name of Person who prepared the Plat: Alan Betchan, PE - AAB Engineering, LLC 918-514-4283

V. Date of Hearing: _____

VI. Location of Property by Streets: Northeast corner of 32nd Street and Jaguar Road

VII. Present Zoning of Property: C3

VIII. Present Uses of Property: Vacant

IX. No. of Acres in Total Tract: 20.82 Acres No. of Lots: 3 lots

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	X	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	X	
E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	X	
F. Exact locations, widths and names of all streets and alleys to be dedicated.	X	
G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	X	
H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.	X	
I. Building setback lines on the front and side streets with dimensions.	X	
J. Name and address of the registered land surveyor preparing the plat.	X	
K. Scale of plat, 1" = 100' or larger, date or preparation and north point.	X	
L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	X	
XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?	X	
XII. Have all acknowledgments been signed?		
A. Owner or owners and all mortgager.	X	
B. Dedications or reservations.	X	
C. Surveyor preparing plat.	X	
XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid?	X	
XIV. Deed Restrictions:		
A. Are any deed restrictions planned for subdivision?		X

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

XVI. Are additional comments attached? __X__ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

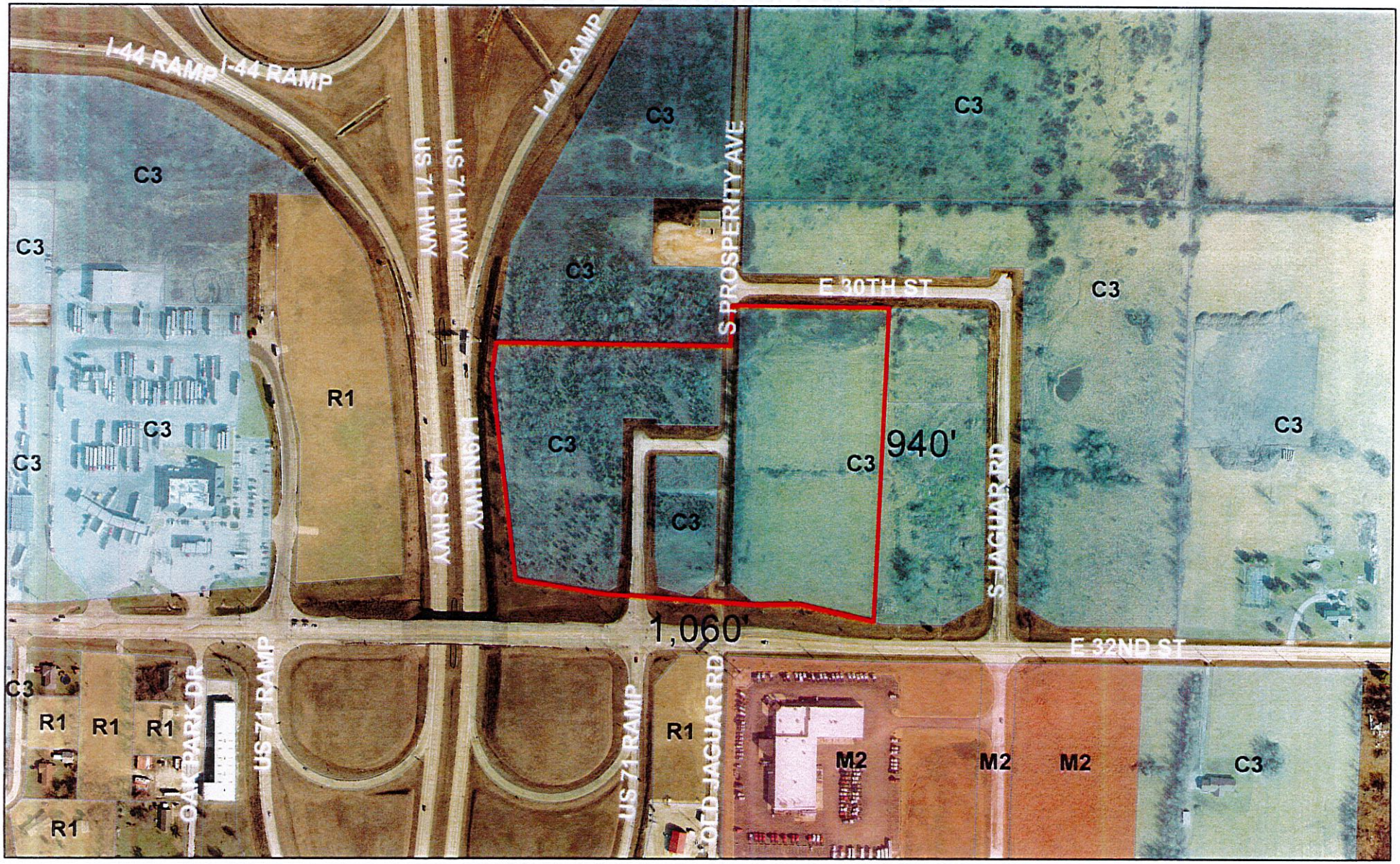


Signature

6-15-20

Date

Case 026-20: Final Plat Review



Case 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation

0 205 410 820 1,230 1,640 Feet

N

CB 2020-266

Case 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation

Alan Betchan, AAB Engineering, LLC, 200 N. McKinley, Sand Springs, Oklahoma, This Final Plat aligns with the preliminary that was just approved.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case?

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE, CASE 026-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).

P & Z Case
Case 026-20
QuikTrip Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-266 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of QuikTrip No. 7061 Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri, be and the same are hereby fixed and established as follows:

> A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



THE NEWTON COUNTY COMMISSION

Newton County Courthouse · 101 South Wood · Suite 309 · Neosho MO 64850

June 1, 2020

The Newton County Commission received $6.8 million in CARES Act Funding to support Newton County in its response and recovery from COVID-19. The Commission has established a process for entities to apply for reimbursement of eligible expenses incurred from March 1- December 30, 2020.

Before beginning the application process we ask that you familiarize yourself with the elements of this funding to be sure your request meets the criteria of eligible uses under the Act. Links to the Act, Guidelines, Questions and Answers, and up-to-date information regarding CARES funding may be found at https://home.treasury.gov/policy-issues/cares/state-and-local-governments. Additional information is also located at https://treasurer.mo.gov/COVID.

CARES funding will be paid on a reimbursement basis only; no loans or grants will be awarded at this time. First round or initial funding will be prioritized by funding group and expenses already incurred and paid by entities. If you have items that you would like to have reimbursed with CARES funding but have NOT expended please submit a separate application for those costs.

Submit one application PER FUNDING GROUP. For example, if you have costs that fit Funding group one (1) and costs that fall in funding group four (4), please submit two applications one for group one (1) with supporting documentation and one for group four (4) with supporting documentation. After initial review of the application, the Commission will categorize requests based on the funding group on the application. When each funding group is reviewed you may receive an additional questionnaire to complete.

Upon completion, email the application and supporting documentation to cares@newtoncountymo.gov. The County will review applications and additional questionnaires on a weekly basis.

CARES funding applications and information will be available at www.newtoncountymo.com/CARES. All questions regarding CARES funding will be directed to this page.

The Newton County Commission is committed to entities in our County. We understand the needs of our community and will work as quickly and diligently as possible to release the CARES Act funding.

For County Use:_____

NEWTON COUNTY, MISSOURI

INITIAL APPLICATION FOR CARES ACT FUNDING

Submit one (1) application per funding group

Name of Entity _____ Date _____

Name and Title of authorized entity contact _____

Phone Number _____ Email address _____

What is your primary function/service in the county? _____

Is your entity:
☐Political subdivision/local gov't/municipality/Tax entity in the County ☐Not-for-profit entity ☐For-profit entity

Amount of funding being requested $_____

Is this a request for reimbursement of costs already expended by your agency? YES☐ NO☐

Is this a reimbursement request for PPE or COVID related testing? YES ☐ NO ☐

Will these costs be eligible for reimbursement from other sources? YES ☐ NO ☐

Supporting documentation must be attached. Document should include copies of invoices, cancelled checks, bids/quotes, if obtained, and any other documents needed to fully explain and show the reason for the expense.

Please select your request based on the guidance set forth by the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments. Select the funding group that best applies to funds being requested. There is a section at the end that is available for requests that do not fall into a specific category of funding.

FUNDING GROUPS:

1. Medical expenses such as:

- ○ COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- ○ Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- ○ Costs of providing COVID-19 testing, including serological testing.
- ○ Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- ○ Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

2. Public health expenses such as:

- ○ Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.

- ○ Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- ○ Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- ○ Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- ○ Expenses for public safety measures undertaken in response to COVID-19.
- ○ Expenses for quarantining individuals.

3. Payroll expenses for:

- ○ Public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- ○ Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- ○ Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- ○ Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- ○ Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- ○ COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- ○ Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- ○ Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- ○ Expenditures related to a State, territorial, local, or Tribal government payroll support program.
- ○ Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria. Please include a detailed explanation of funding needs:

_____
_____
_____
_____
_____
_____
_____.

RESOLUTION NO. 2020-011

A RESOLUTION summarizing the City of Joplin's COVID-19 proposed project listing and requesting the authority of City Council to submit the projects as listed to Jasper and Newton County Commissioners as the City's request for their CARES Relief funding.

WHEREAS, the City of Joplin recognizes the importance assessing community needs as a result of the COVID-19 Pandemic, formulating projects based on those needs, and pursuing additional CARES funding to facilitate the community's COVID-19 response and recovery efforts; and

WHEREAS, the City of Joplin has assessed the impacts of COVID-19 on surrounding businesses, non-profits, and residents as well as City Department Heads, and consolidated challenges encountered, and the needs identified to develop the proposed project listing and potential funding sources; and

WHEREAS, by approving the City of Joplin's COVID-19 proposed project listing, the City may submit an application/request for funding to both Jasper County and Newton County to access their Coronavirus Relief Funds (CRF); and

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

Section 1. The City of Joplin hereby adopts the COVID-19 Project Listing hereto and incorporated by reference as an attachment for the purpose of responding to community needs as a result of the COVID-19 Pandemic.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020 by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2020-011 - City of Joplin COVID-19 Proposed Project Listing

MEETING DATE
July 20, 2020

REVIEWED BY
Director of Planning, Development & Neighborhood Services -Troy Bolander, Public Works Director - David Hertzberg, Finance Director - Leslie Haase, City Attorney - Peter Edwards, City Manager - Nicholas Edwards.

SUMMARY
This Resolution provides a summary of the City of Joplin's COVID-19 proposed project listing and requests the authority of City Council to submit the projects as listed to Jasper and Newton County Commissioners as the City's request for their CARES funding.

BACKGROUND
On March 27th, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act which provides over $2 trillion in economic relief package in response to the economic and public health impacts of COVID-19. As a result of this Act, there are numerous Federal agencies and legislation making funds available to address the impact of the COVID-19.

The State of Missouri received $2.3 billion as part of their CARES Relief Funding (CRF). In April 2020, the Missouri State Treasurer allocated 25% of these funds to each Missouri County and City not within in a county with a population under 500,000**.** As a result of this distribution, Jasper County received $14,234,196 based on their 2019 population of 121,328, and Newton County received $6,832,245 based on their 2019 population of 58,236.

As a result of the COVID-19 Impact Assessment of the surrounding businesses, non-profits and residents as well as Department Head interviews, Guidehouse has consolidated all the identified needs and has developed the proposed project listing as shown in Attachment #2. The goal is to use this project listing to request for the CARES relief funding that has been allocated to the Counties and work with the City to pursue additional Federal funding related to the CARES Act, some of which include Federal Emergency Management Agency (FEMA), the U.S. Department of Health and Human Services (HHS), and unallocated funding at the State level to help maximize all available funding and reduce duplicative efforts.

RECOMMENDATION
Staff recommends approval. Joplin City Council to approve COVID-19 project list, and request to seek the Jasper and Newton Counties' CRF, and work with the City to pursue other Federal funding sources to maximize the all available funding opportunities available to the City of Joplin.

ATTACHMENTS
1. Resolution No. 2020-011
2. City of Joplin Proposed Project Listing
3. Newton County CARES Funding Application template

Proposed City of Jopin COVID-19 Project List

Project	Survey Priority	Scope	Amount of Potential Apps	Max grant per applicant	Projected Budget	Local CRF	HHS/CDC	HUD CDBG/HOME	EDA	FEMA-PA	State CRF
Businesses											
Small Business Grant Program	Primary challenge: Revenue loss Primary labor cost: Payroll Average unmet need: ~$95,000	Grant to provide financial support to businesses who are able to identify significant financial impacts as a result of the COVID-19 Pandemic. Support received must be attributed to the COVID-19 impacts identified.	500	$ 5,000	$ 2,500,000	✓	✓	✓	✓	-	✓
Child Care Provider Subsidy Program	Challenge #5: Childcare Common theme: Alternative childcare options	Funding to childcare providers to subsidize costs associated with childcare services to low-income families and those lacking the financial resources to incur the additional costs of childcare as a result of COVID-19.	200	$ 2,600	$ 520,000	✓	✓	✓	-	-	✓
Nonprofits											
Nonprofit Grant Program	Primary challenge: Revenue loss Primary labor cost: Payroll Public service challenge: Decreased funding Average unmet need: ~$20,000	Grant to provide financial support to nonprofits who are able to identify significant financial impacts as a result of the COVID-19 Pandemic. Support received must be attributed to the COVID-19 impacts identified.	75	$ 5,000	$ 375,000	✓	-	✓	✓	-	✓
Mental Health Support Program	Challenge #4: Health care Common theme: Mental health impact	Provide additional funding to mental health providers to expand services in response to higher demand as a result to COVID-19.	500	$ 500	$ 250,000	✓	✓	✓	-	-	✓
Child Care Provider Subsidy Program	Challenge #5: Childcare Common theme: Alternative childcare options	Funding to childcare providers to subsidize costs associated with childcare services to low-income families and those lacking the financial resources to incur the additional costs of childcare as a result of COVID-19.	200	$ 2,600	$ 520,000	✓	✓	✓	-	-	✓
Residents											
Resident Direct Assistance Program	Challenge #2: Employment Common theme: Unemployment/reduced hours	Provide supplemental support to those that are able to identify financial hardship as a result of COVID-19. This program will target individuals that have not received other forms of financial assistance.	5,000	$ 1,200	$ 6,000,000	✓	-	✓	-	-	✓
Municipal Needs											
Contact Tracing Expansion	Public Health Safety needs	Improved testing and contact tracing services: additional staff, equipment, test kits, and faster test results. Funding will also be used to enhance the Joplin Health Department Dashboard to provide additional critical information to the public.	-	-	$ 350,000	✓	✓	-	-	✓	✓
Testing services and Testing Kits	Lack of testing capabilities and access	Improved testing capabilities and faster rest results through the purchase of additional COVID-19 test kits and local health care provider coordination.	12,500	$ 100	$ 1,250,000	✓	✓	-	-	✓	✓
Non-congregate sheltering	Non-congregate sheltering needed	Determine potential site(s) for non-congregate sheltering in response to the COVID-19 Pandemic and future disasters/emergencies that may occur; provide eligible wrap-around services, address health care needs, PPE, Disinfectants, food, supplies etc.	-	-	$ 250,000	✓	-	✓	-	✓	✓
Personal Protective Equipment (PPE) supply	Lack of PPE supply a common theme in Survey	Surplus of PPE to be maintained by the City Health Department to be distributed to businesses, nonprofits, and residents during disasters/emergencies.	-	-	$ 175,000	✓	-	-	-	✓	✓
Substantially dedicated employees to COVID-19	Public safety, public health, human services and similar employees whose services are substantially dedicated to mitigating or responding to COVID-19	Funding to cover overtime payroll and benefit expenses.	-	-	$ 11,500,000	✓	-	-	-	✓	✓
Continuity of Operations Plan (COOP)	City staff request for internal continuity amid disasters/emergencies	Develop COOP plan in response to COVID-19 and in preparation of future disasters/emergencies that may occur. This will include a platform for interdepartmental communications, essential/non-essential staff categorization and expectations, alternative locations of operations, and hardware/software use and recovery.	-	-	$ 250,000	✓	-	✓	-	-	✓
Technology Infrastructure (hardware/software improvements)	City staff request for improved technology	Assess City's technology contracts. Implement laptop leasing program to replace antiquated hardware, expand software services to allow for mobile access and video conferencing, and expand City Hall wifi capabilities.	150	$ 1,500	$ 225,000	✓	-	-	-	-	✓
Connectivity (mobile wifi hotspots)	Lack of quality broadband connectivity a common theme in Survey	Coordinate with private telecommunication companies to develop mobile wifi hotspots around the community utilizing municipal facilities to provide improved city-wide connectivity, or look at the potential of reduced/subsidized data pans for some residents.	10,000	$ 120	$ 1,200,000	✓	-	-	-	-	✓
Broadband infrastructure improvements	Lack of quality broadband connectivity a common theme in Survey	Expansion of fiber conduits and broadband throughout the City to be coordinated with Public Works infrastructure projects.	-	-	$ 5,000,000	-	-	-	✓	-	-
7/15/2020				**Total**	**$ 30,365,000**						
Items highlighted in green also include Jasper County needs											

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-152 – Construction agreement between the City of Joplin and Encompass IDBO, LLC, for the Miscellaneous Improvements at both Wastewater Treatment Facilities (WWTF) 2020 and containing an emergency clause.

MEETING DATE
July 20, 2020

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2020-152 Ordinance; Exhibit A – Agreement; Bid Sheet

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

SUMMARY
This Council Bill is a construction agreement by and between the City of Joplin and Encompass IDBO, LLC, for construction services not to exceed the amount of Four Hundred Eighty-Nine Thousand, Four Hundred Fourteen and 00/100 Dollars ($489,414.00) for Miscellaneous WWTF Improvements 2020.

BACKGROUND
In May of 2019, during the budget process, multiple items were identified that needed to be rehabilitated or replaced at both the Turkey Creek and Shoal Creek Wastewater Treatment Facilities (WWTF). CB-2020-122 in March of this year, Council approved a Work Authorization with Allgeier Martin and Associates to design the engineering for these projects. These items included: replacement of a centrifugal pump, installing a safety ladder at the filter press building, replacing catwalk grating for the trickling filters and the replacement of a grit auger at the north digester. Other items are: an enclosure for the Ultra Violet Lighting (UV) at both plants, refurbish the flame burner for the digester at Shoal Creek, and decant the 1 & 3 tubes for the aerobic digester. Elevated contaminant levels associated with algae build-up would be mitigated with these projects. Encompass was selected through the appropriations process and were the lowest bidder for the construction portion of the Miscellaneous Projects for the WWTF project and within 10% of the Engineer's estimate. City staff will provide construction inspections.

FUNDING SOURCE
Wastewater

RECOMMENDATION
City staff recommends that Council approve a construction agreement with Encompass IDBO, LLC, in the not to exceed amount of $489,414.00 for construction Services for the Miscellaneous Improvements at WWTF 2020, be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter whereas some of the items are for structural issues, safety of personnel and to eliminate some contaminants into the water stream.

BID TABULATION

PROJECT: Miscellaneous WWTF Improvements 2020
DATE OF EMERGENCY BIDS: June 30, 2020

CONTRACTOR	BID
Encompass IDBO, LLC	$489,414.00
G&G Construction Co, Inc.	$512,200.00
Branco Enterprises, Inc.	$555,000.00
Engineer's Estimate	**$480,000.00**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Encompass IDBO LLC Address: 10551 Barkley Street Suite 502 Overland Park, KS 66212	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: John Loyd, President	
Department: Public Works		Phone: 913-289-5100	Fax: 913-289-5101
Phone: 417-624-0820	Fax: 417-625-4738		

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:

Miscellaneous WWTF Improvements 2020

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 200 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 maintain adequate insurance coverage at

all times 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, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all

subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $489,414.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over

Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any

subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. Special Conditions & Provisions
e. Statement of Bidder's Qualifications
f. Acknowledgment
g. Performance Bond
h. Payment and Material Bond
i. Instructions to Bidders
j. Non-collusion Affidavit
k. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Eighty-Nine Thousand Four Hundred Fourteen & 00/100 ($489,414.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

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

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer

from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: Encompass IDBO LLC

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2020-152 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a construction agreement with Encompass IDBO, LLC, in the not to exceed the amount of Four Hundred Eighty-Nine Thousand, Four Hundred Fourteen and 00/100 Dollars ($489,414.00) for construction services associated with the Miscellaneous Wastewater Treatment Facilities Improvements 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the construction agreement by and between the City of Joplin and Encompass IDBO, LLC, in the not to exceed amount of Four Hundred Eighty-Nine Thousand, Four Hundred Fourteen and 00/100 Dollars ($489,414.00) for construction agreement associated with the Miscellaneous Wastewater Treatment Facilities Improvements 2020 on behalf of the City of Joplin; true and accurate copy of said construction 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 construction agreement in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with a public improvements and safety, is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order for these construction projects that affect structural issues, personnel safety and elimination of contaminants into the water stream.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-152

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-517 – Approval of a Real Estate Contract

MEETING DATE
July 20, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-517 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 903 Virginia

REVIEWED BY
Department Head: Leslie Haase; Planning and Development Director: Troy Bolander; 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 903 Virginia Avenue.

BACKGROUND
The City was contacted about selling 903 Virginia. It is an unbuildable lot by city zoning standards. The property was declared surplus by Zoning and Planning and the City Council. The City performed an internal appraisal for this lot. Subsequently, the property was advertised for sale for sixty days with a minimum bid price of 90% of the appraised value as outlined in the city land policy. The minimum bid price was $4,680.00. The bids were opened on July 8, 2020. The City received one bid for this property from JMJ Rental Enterprises, Inc. in the total amount of $4,750.00. The property is approximately 3,600 square feet of land.

The City will complete the sale of this parcel immediately upon completion of a deed and the attached real estate contract. Payment in full will be received upon closing.

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

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to allow for the sale of the property.

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2020, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and JMJ Rental Enterprises, Inc., a Missouri corporation**,** 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, the real estate described as follows:

> "All of the West 60' of Lot 30 and all of the West 60' of the North 10' of Lot 29 in Norton's Subdivision in the City of Joplin, Jasper County, Missouri. Zoned M2, approximately 3,600 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Four Thousand Seven Hundred Fifty Dollars ($4,750.00). 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 Buyers 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. If the title is deemed good, the closing of this contract shall take place at the offices of the City of Joplin on or before July 31 2020, 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 recording fees.

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_____

Nick Edwards, City Manager
"SELLER"

JMJ Rental Enterprises, Inc.

By: _____

James Satlak, Owner
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 1/27/2020

1 " = 94 '

0 45 90 180 ft

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

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.

COUNCIL BILL NO. 2020-517 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and JMJ Rental Enterprises, Inc., a Missouri corporation, for the sale of one parcel at 903 Virginia Avenue, approximately 3,600 square feet of land, in the amount of Four Thousand Seven Hundred Fifty Dollars and No Cents ($4,750.00) 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 by and between the City of Joplin, Missouri, a Municipal Corporation, and JMJ Rental Enterprises, Inc., a Missouri corporation for the sale of one parcel at 903 Virginia Avenue, approximately 3,600 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 City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. 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. This proposed sale agreement needs to be approved to sell the property.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-607: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems

MEETING DATE
July 20, 2020

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2020-607 Ordinance; Exhibit A: Annual Support Payment Quotation

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Microsoft for the annual renewal of our Enterprise Software and various Microsoft Specific software licensing.

BACKGROUND
The licensed base of computers for the City of Joplin is 538 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses is unchanged from last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

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

COUNCIL BILL NO. 2020-607 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; to adjust appropriations; and containing an emergency clause.

WHEREAS, in the FY2019-2020 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of One Hundred Eighty-Nine Thousand, Six Hundred Forty Dollars, Twenty-Nine Cents ($189,640.29), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pricing Proposal
Quotation #: 19093804
Created On: 7/2/2020
Valid Until: 8/1/2020

City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email:

Inside Account Manager

Angie M. Orejuela
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-537-7254
Fax:
Email: Angie_Orejuela@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure Monetary Commitment Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	1	$0.00	$0.00
2	Prjct Std ALNG SA MVL Microsoft - Part#: 076-01912 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	1	$116.88	$116.88
3	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	5	$39.12	$195.60
4	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	3	$146.77	$440.31
5	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	2	$586.24	$1,172.48
6	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT160910001	8	$49.09	$392.72

Coverage Term: 8/1/2020 – 7/31/2021
Note: Year 1 of 3

7	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	8	$17.98	$143.84
8	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	90	$51.64	$4,647.60
9	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	50	$17.98	$899.00
10	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	16	$125.87	$2,013.92
11	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	144	$17.74	$2,554.56
12	M365 E3 FromSA Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-33200 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: CT170457025 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	538	$306.26	$164,767.88
13	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs Microsoft - Part#: 76A-00016 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	50	$108.74	$5,437.00
14	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	50	$95.01	$4,750.50
15	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353	50	$42.16	$2,108.00

Contract Name: PC Prime Vendor Services
Contract #: CT160910001
Coverage Term: 8/1/2020 – 7/31/2021
Note: Year 1 of 3

16	EntCALSrvcsGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: 6RV-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: CT170457025 Coverage Term: 8/1/2020 – 7/31/2021 **Note:** Year 1 of 3	50	$0.00	$0.00

Total $189,640.29

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level.Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-516 – Approving a contract with SFS Architecture to complete a study of Memorial Hall.

MEETING DATE
July 6, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-516 Ordinance; Exhibit "A" SFS Architecture Contract; SFS Architecture Bid Response; City of Joplin RFP; Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with SFS Architecture to complete a study of Memorial Hall.

BACKGROUND
The ½-cent parks/stormwater sales tax is set to expire on March 31, 2022. With voter approval, the August 2021 election will allow this tax to continue without interruption. As such a tentative timeline has been established and provided to the City Council at a previous work session. For past sales tax initiatives, staff has compiled a master plan or a needs listing as a start to the process. Council then appointed a citizen's task force to review the needs, present a final recommended project list to the council and serve to educate and garner public support for the initiative.

The stormwater master plan will be complete this fall. While the parks department has been working on the needs listing, there are two areas that require a broader assessment of the options. At a work session in February, staff presented the framework for two RFP's to provide the needed assessment of Memorial Hall and Ewert Pool in order to include these two items in the parks needs listing for the renewal. After much discussion, staff prepared the RFP's and City Council reviewed the final drafts. The RFP's were issued on April 24th with a due date of May 29th. The City staff recently completed its assessments of the bids as well as interview evaluations with the bid finalists. This is a summary of the bid evaluation process.

Summary of Bid Process:
The following fourteen bids were received in response to the Memorial Hall Study RFP:

- A3G Architects
- Agile Group
- CSL
- DLR/CGA Group

- Hastings Chivetta
- HGA
- Hunden Strategic Partners
- HVS
- Johnson Consulting
- Marvel Architects
- RDG
- Sapp Design
- SFS Architecture
- Theatreprojects

A city staff team was assembled to assess the bids as set forth in the RFP. The initial team was Paul Bloomberg, Jake Cowen, David Hertzberg, Dan Johnson, Patrick Tuttle and Leslie Haase. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the finalists were chosen for finalist interviews as described in the RFP. The top five bidders were chosen for the Memorial Hall Study, which consisted of CSL, DLR/CGA Group, Hunden Strategic Partners, Johnson Consulting, and SFS Architecture.

Finalist Process Summary:

Finalist interviews for Memorial Hall were held on Thursday, June 11th. The city staff team that participated in the finalist interviews was Paul Bloomberg, Jake Cowen, David Hertzberg and Leslie Haase. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as a mixture of in-person and virtual meetings.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. SFS Architecture had the highest final score for the Memorial Hall Study and has submitted the best overall bid. The contract price will not be less than $120,000.00 and not more than $165,000.00.

FUNDING SOURCE
This item is included in the parks/stormwater sales tax budget.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to meet the timeline for the sales tax renewal effort.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2020-RFP-03

MEMORIAL HALL STUDY

RFP Due Date: 10:00 A.M., May 29, 2020

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

April 24, 2020
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a study about the future possible uses of Memorial Hall. The City is interested in a qualified firm capable of taking a creative and innovative approach to reviewing the needs of the community, the possible future options for Memorial Hall, while obtaining open-ended public input about the options. The City is soliciting competitive proposals to perform this study.

It is the goal of the City to obtain public input, while utilizing industry knowledge, to provide information to assist the city in determining the best recommended use of Memorial Hall on behalf of the community well into the future.

1.2 Background

Memorial Hall is located at 212 West 8th Street in Joplin. Memorial Hall is Joplin's only Veteran's Memorial and Community Center with a seating capacity of 2,750.

According to Joplin Globe archives, city officials first began considering plans for a war memorial in November 1918. In January of 1920, the Robert S. Thurman post of the American Legion and the Women's Auxiliary began preliminary plans for a campaign to provide Joplin with a suitable memorial hall in honor of the men who served in the war against Germany. In a special election in July of 1923, Joplin voters approved a proposal for issuing bonds to provide for the construction of Memorial Hall. The election effort was sponsored by the American Legion. Members of the Joplin City Commission informally approved school property at 8th Street and Joplin Avenue as the site for a new Memorial Hall in October of 1923.

In August of 1924, construction of the $250,000 Memorial Hall began. A.S. Greenwell was awarded the contract for construction of the Hall. He was quoted as saying, "The building may be used as an opera house and convention hall. The auditorium will seat 4,110 persons. The stage will be larger than that of Joplin's largest theater. The auditorium will measure 187 feet long, running north and south, and 140 feet wide. On the first floor, plans call for a seating capacity of 2,497 persons. The entire auditorium, balcony and stage, are designed to be as magnificent as a building constructed for the purpose of an opera house alone." Plans called for a two-and-a-half story structure, covering almost the entire site between Joplin and Wall Streets and Eighth street to within a short distance of Ninth street. The front will face Eighth street. The front entrance will support four massive pillars and contain five double-door entrances.

A large crowd attended ceremonies dedicating the new Memorial Hall in October 1925. The News Herald stated, "In a spirit of patriotism and reverence, Joplin's Memorial hall was dedicated yesterday. Built as a tribute to the sacrifices of those who served their country in time of war, the massive structure was consecrated in peace. The building was dedicated as a monument to three generations of defenders of the flag." Quarters in the new Memorial Hall were set aside for use by the Robert S. Thurman Post, American Legion, and Auxiliary when the building was opened in 1925.

Utilization of Memorial Hall has evolved through the years as needs have changed through the reflection of our changing community. The utilization will also be impacted with the addition of the future Cornell Cultural Center being built in front of Memorial Hall.

1.3 Study Requirements

The study will evaluate and answer the following items:

A. Provide a current structural analysis of Memorial Hall.

B. What is the appropriate use of Memorial Hall or this area in general? Can our community support the facility as a concert venue, considering the current arrangement with Connect2Culture for Memorial Hall and their plans for the facility? Should Memorial Hall be remodeled for a different purpose, such as a multi-purpose civic center providing space for community/civic use, parks department programming, meeting space, limited sports programming space, usage by veterans group, small convention space opportunities, and/or emergency operations use? Are there other possible uses?

C. Analyze and discuss what is available in the community for concert type venues, such as Missouri Southern State University facilities, Joplin R-VIII School District facilities, the surrounding casino's, and the Cornell Cultural Center.

D. Analyze and discuss what is available in the community for civic uses or meeting space, etc.

The study will also analyze and provide detailed information about the following options for possible future uses at this location:

A. If the study determines that a 2,000-seat concert venue is the recommended use of the facility for the community, renovate Memorial Hall as primarily a concert style venue. Analysis shall include the following information:
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this renovation.
    3. Evaluate and describe parking requirements and availability for this option.
    4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

B. If the study determines that a Civic Center is the recommended use of the facility, renovate Memorial Hall into a Civic Center venue. Analysis shall include the following information:
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this renovation.
    3. Evaluate and describe parking requirements and availability for this option.
    4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

C. If the study determines that the recommended use of the facility is a combined Civic Center and Concert Venue, renovate Memorial Hall into a combination Civic Center/Concert Venue. Analysis shall include the following information:
   1. Provide detailed estimated cost of this renovation.
   2. Provide a description of the work required for this conversion.
   3. Evaluate and describe parking requirements and availability for this option.
   4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

D. If the study determines a Memorial Park for Veterans is the recommended use at the location, renovate Memorial Hall into a Memorial Park for Veterans. Analysis shall include the following information:
   1. Evaluate and describe other potential uses of the property, in addition to the Memorial Park, such as a future Discovery Center and/or Museum.
   2. Provide detailed estimated cost of the demolition of Memorial Hall and construction of the Memorial Park.
   3. Provide a description of the work required for this renovation.
   4. Evaluate and describe parking requirements and availability for this option.
   5. Provide a detailed estimated 3-year projected revenue and expenses for this option.
   6. Provide available meeting space for legion meetings.

E. If the study determines this site is not the best location for a Civic Center, evaluate the need for a Civic Center at another location in the community with the exact site to be determined at a later date.
   1. Provide detailed estimated cost of this option.
   2. Provide a description of the work required for this option.
   3. Evaluate and describe the best long-term usage of such a facility.
   4. Rank the best geographic location for such a facility.
   5. Define the recommended size of land required for this option.
   6. Define the recommended size of the facility based on the recommended usage.
   7. Provide a detailed estimated 3-year projected revenue and expenses for this option.

F. Any other options. Please include the same type of information requested in the other options detailed above.

Consultant will obtain public input about the options throughout the process. Public response shall be included in the options listed above and detailed in the final report. Final report will be presented to City Council by Consultant.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if

applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and

describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the April 24, 2020 RFP issue date are subject to change:

Activity	Date
RFP issued	April 24, 2020
RFP Due Date	May 29, 2020
Finalist Interviews (if required)	June 11 & 12, 2020
Vendor Selection	June 12, 2020
Complete Contract	June 24, 2020
Present Contract to Council for Approval	July 6, 2020
Consultant Commence Work	July 7, 2020
Final Report Complete	October 23, 2020

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than May 8, 2020 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Memorial Hall Study RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of

work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10% References – will be based on references submitted as part of RFP but can include clients not submitted.
30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City’s selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can

be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by June 12, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. May 29, 2020. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2020-RFP-03: MEMORIAL HALL STUDY "

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2020-RFP-03 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated June 1, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services

covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and

unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the

Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
MEMORIAL HALL STUDY
PRELIMINARY OVERALL AVERAGE SCORE
4-Jun-20

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Hunden Strategic Partners	92	93	87	92	80	444	88.8
DLR Group	86	91	84	81	90	432	86.4
CSL Thornton Tomasetti	85	90	72	94	87	428	85.6
Johnson Consulting	96	94	68	84	82	424	84.8
SFS Architecture	79	85	78	75	89	406	81.2
Theatreprojects	87	84	72	93	67	403	80.6
RDG	69	91	80	85	76	401	80.2
A3G Architects	86	86	63	79	68	382	76.4
Hastings Chivetta	76	84	80	67	59	366	73.2
Sapp Design	60	86	79	77	60	362	72.4
HGA	63	72	80	56	71	342	68.4
HVS	76	72	68	63	59	338	67.6
Agile Group	49	57	66	75	64	311	62.2
Marvel Architects	65	65	52	61	52	295	59.0

SUMMARY OF PRELIMINARY COMMENTS FOR RFP ANALYSIS

MEMORIAL HALL POOL STUDY

JUNE 5, 2020

A3G

- Experience in green space and parks. Very limited on their approach. No reference to successful past projects. Limited references.
- Good plan. Projects are small scale. Sufficient references. Concern about experience for this scale of project.
- Approach is simplistic. Small company with no experience with this size of project. References for small projects only.

Agile Group

- Bid heavy in sports projects and limited on civic or theater focus. No indication the results sought will be delivered. No past reference to renovation projects. Low confidence in outcome.
- Didn't list structural engineer. Everything is sports related.
- Vague, didn't like verbiage. Limited to sports venues, not applicable to this venue. No architect/engineer. Limited visits proposed.

CSL

- Innovative ideas. The projects referenced are large scale projects. They have a background in renovating historic theaters and civic centers. They reference indoor and outdoor structures.
- Very thorough in methodology. Good plan. Large scale projects. Good information provided for each project. References don't list project managers. Heavily sports oriented. Less concert hall projects.
- Holistic, top down approach. Lots of experience with big venues. Not a lot of references listed.

DLR/CGA

- Though CGA has a history of work with COJ and Joplin Schools projects, plus experience in evaluating Memorial Hall, in their bid there is no reference to a theater specific design team member. Who was presented is not broad enough in theatrical renovation. This project needs a deep, fresh, creative out of the box examination. Structural examination

would be fine, but transforming the use/operations with long-term sustainability not as evident. No team theatrical expertise listed in references.

- Well planned out process with qualified teams. Well documented references. Professional staff. Good timeline.
- Good, solid, well rounded plan. Has intimate knowledge of Memorial Hall. Local references provided.

Hastings Chivetta

- No detailed strategy, too many pictures. Process is vague at best. Limited references provided.
- Solid methodology. Only one firm from the team gives their process. Provided references, but didn't describe the project. Good staff.
- Start with client involvement, workshops, then gather information for viable options. Lots of city government experience. References for each partnering firm. Good staff.

HGA

- Standard proposal, but heavy in performing arts. Not clear how each RFP requirement will be distinctly handled. Description of public input is vague. References provided were heavy in university performing arts centers and lacking in community/civic space.
- No in-person public input provided. Provided relevant information from their projects. Sufficient references, but no managers. Heavy in performing arts.
- All areas of RPF addressed, specific timeline shown. Extensive in area of developing/renovating performance halls, many with universities rather than city government.

Hunden Strategic Partners

- Renovation thinkers on the team. Strong background in design and feasibility studies. References show a past in both renovation and new design. Theatrical production experience.
- Well thought-out plan to conduct this project. Vast amount of experience. Minimum references provided. Limited profiles of staff.
- Comprehensive thorough analysis. Extensive experience. Hands on. Not many references. Smaller staff.

HVS

- High-end project. Impressive projects, some include renovation and creative ideas.

- Great process. Didn't include mechanical/plumbing/electrical infrastructure. Amazing experience. Similar sized venues and age as Memorial Hall. Able references given. Assembled a great team.
- 2 phase approach. Large and small past projects. Extensive references.

Johnson Consulting

- Their approach seems deeper on studying the market than creativity focus on the building. Market analysis approach seems to be a standard process, not tailored to our needs. Each person on the team brings uniqueness rather than any one firm.
- Excellent plan to complete the study. Included the 2018 Tourism Study. Good research. Good examples of projects. Different size projects. References for all firms and managers. Appropriate staff.
- They concentrate on studies. Staff to evaluate just parking, which is important. References for all firms on team.

Marvel

- Creative presentation, great feel and concept. Strong contender based on experience. Only bid to detail studying the acoustics as part of the research. Impressive work and several skill levels. Urban-based.
- Mentioned honoring the military. Listed each team members relevance to Memorial Hall. Several references provided, but no managers. Great staff.
- Foundation is a focus on civic scale and go from there. Good experience, well-rounded. Minimum references.

RDG

- Diverse background of working with "hall" type projects and theaters. Limited exposure with green space projects. Strength with renovation or retrofitting projects through analysis and design experience. References were limited. Confident they could deliver a good end-result.
- Liked their plan for the project. Listed each option and how they would perform each option. Good experience. Didn't list the project manager.
- Gave recommendation on every aspect, heavy public input. Less focus on building structure analysis. Project lists limited information on scope of work. References not specific to each entity.

Sapp Design

- Addressed memorials in their process, but limited green space experience indicated. References didn't indicate renovation, but did show additions and new construction. Experience with local municipalities and various size projects.
- Methodology well thought out. Good experience. No references for Ballard-King. Ballard King is all aquatics.
- Focus on design with future in mind while listening to all input from client. Completed small and large projects. Limited experience listed.

SFS Architecture

- They have the experience for this project. Have completed projects involving multi-use and renovation. Good examples of developing community and green space as part of their projects. The team has deep expertise and local connection.
- Methodology sound and well thought out. Sufficient experience. Excellent references. Excellent team for the project.
- Goal-driven and wants to understand clients needs. Extensive list of projects. Good list of references.

Theatre Projects

- All around good feel about this company and their partnerships. Their described process focused greatly on the long-term use of the facility, not just preserving the building. Supporting theatrical facilities is an expertise of theirs. References show experience in how to renovate, plus adjoin the grounds and surrounding buildings into a functional part of downtown.
- Good methodology. Vast experience in theaters and performing arts. Nothing listed about parks and civic centers. References for theaters only.
- Well laid out plan. Seems to have a narrow focus just on performing arts venues.

MEMORIAL HALL STUDY FINALIST INTERVIEW PRESENTATION

1. Introduce us to your point person/team that will lead this study.
2. Describe how you will complete the study outlined in the RFP.
3. Describe how you will incorporate public input in the process.
4. Describe your experience with this type of study.
5. Describe your past experience in completing the recommendation from the study.
6. Describe your experience with studying and transforming facilities such as Memorial Hall.
7. Describe how you determine the best use of the location now and well into the future.
8. Describe how you determine the financial sustainability of the option/recommendation.

CITY OF JOPLIN
MEMORIAL HALL STUDY
FINAL OVERALL AVERAGE SCORE
4-Jun-20

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
SFS Architecture	50	45	46	40	181	45.25
DLR Group	44	44	47	45	180	45.00
Johnson Consulting	45	46	44	40	175	43.75
CSL Thornton Tomasetti	35	43	45	30	153	38.25
Hunden Strategic Partners	30	42	40	25	137	34.25

SUMMARY OF FINAL COMMENTS FOR RFP ANALYSIS

MEMORIAL HALL POOL STUDY

JUNE 15, 2020

CSL

- 13 people on the project. Legends covers sports, attraction, leisure specialists. Same type project as this. Extensive music venue experience. Convention/Civic Center experience. Great understanding of current status of Memorial Hall. Collaborative effort. Good structural analysis. Will look at market today and into the future. Good public engagement process. Good cost estimates/financial analysis. Accuracy of projections-12 above 100% and 5 below, none lower than 88%. They are about people, projects, process.
- Cost, visit site, constant communication. Assess condition of hall. Study local market, now and into future. Community wide survey, gather information from large group. Market study and site analysis. Several examples of other projects. They use ROI in their studies.
- I liked their approach. Seemed to work well together. Good experience. Projects are large scale. Lot of entertainment/music/sports venues.

DLR/CGA

- Local understanding of community assets, costs of projects and fund raising. Designing Cornell Complex. Discussed meetings, surveys and platform mural. 140 similar type studies, like Empire Market. Historic Building expertise. Market analysis-Rivoli Case Study. Discussed multi-use piece. 85% of studies implemented with the same team. Tax credit specialists. Good revenue projection. Stewards for project.
- Market condition, costs, costs into future. Work with stakeholders and engage community. 140 similar studies. Team approach, grounded in research and data. Look for market gaps. Future goals, building adaptability and sustainability. Team has worked together for 10 years.
- I like the specific answers to the questions. Good community engagement. Team concept, example Rivoli case study. Vast amount of experience. Good public engagement person. Familiar with Memorial Hall. Worried that they will focus on performing arts only.

Hunden Strategic Partners

- Host, Stay, Play. ED, tourism development focus. Helps cities bring projects to fruition. Uses Placer.ai to analyze location and foot traffic. Costs and benefits of each option.

Great approach to study. Good experience. Experience with tax credits and historic buildings. Needs analysis only on parking.

- Gather public input, surveys online, radio. Use Placer.ai, study market and structural health of building. 25 years, 700+ projects, wide range of expertise.
- Presentation was unorganized. Didn't discuss public input in their process. 30+ years of experience and worked with historic tax credits. Not good presentation.

Johnson Consulting

- Good process detailed in depth. Good public input tools. Good team. Good detail about other projects provided. Great experience with studies and completion of projects. Experience with tax credits and historic buildings. Good financial analysis. Detailed out each step of the plan.
- Kick-off meeting-meet with users and organizations. Assess structure, perform market analysis. Look at 100-mile radius and gather data from area. Good experience. Organized presentation.
- They answered our questions. Large phased out approach to the project. Lots of experience. Large team. Concerned about the number of people and firms on the project.

SFS Architecture

- Studies follow through to completion. Experience with tax credits and historic buildings. Understand public sentiment with buildings such as Memorial Hall. Good stakeholders list. Discussed economic impact. Good approach to financial sustainability piece. Great preliminary market data. Uses OPIA (Operation Performance Indicator Analysis). Great overall process. Great public input process. Neutral and objective in completing study and receiving public input.
- Set goals and objectives, assess condition of Hall. Involve community and possibilities. Build excitement in community and have community buy in for the final recommendation ahead of time. Communication is very important. Several community meetings. Gave many examples of similar projects. Covered all bases.
- Like their approach to the study. Like that they have worked with historic tax credits. Presented several similar projects they have completed. Very organized presentation. Liked their Johnson County Arts/Heritage Center, similar to Memorial Hall. Wish they had a little more local aspect to team.

sfsarchitecture

drivenbyconnections

May 29, 2020

Paul Bloomberg, Director of Parks and Recreation
City of Joplin
3301 West 1st Street
Joplin, Missouri 64801

RE: Proposal for Memorial Hall Study
Request for Proposal No. 2020-RFP-03

Dear Paul and Selection Committee Members:

SFS Architecture is pleased to submit our Proposal to collaborate with the City of Joplin Parks Department and community stakeholders to study the future of historic Memorial Hall.

As you review our proposal, please keep in mind the following key strengths of our team:

Enriching communities. For nearly 50 years SFS has been enriching communities through meaningful collaborations and purposeful design. Of note are the more than 100 community facilities that we have designed throughout the Midwest, including many in southwest Missouri. These facilities have strengthened their communities, promoted health, wellness and economic prosperity and maximized value through creative design, innovative engineering and popular amenities.

Meaningful collaborations. From our experience studying existing buildings and historic properties, we bring an understanding of the key considerations for determining the future use of such facilities and the intricate interface of the varied stakeholders touched by a project. Through this understanding, we develop solutions that are conceived from a collaboration with our clients and community stakeholders, based on the unique context of each project. Our expectation is to work in a similar manner with you.

Purposeful design. Our team brings invaluable experience, expert planning and analysis, and innovative strategies that will be critical to working with you to expediently determine recommendations for the future use of Memorial Hall that best meet the needs of the Joplin community, while fostering positive outcomes. We are confident you will benefit from the synergies of our team!

Joplin-centric Approach. Understand Our Clients' Why. Explore Possibilities. Land Where It Makes Sense. Ensure Sound Execution. These principles provide the framework for completing a study of Memorial Hall that provides planning strategies that are actionable and resonate with the community. Please note that SFS has also submitted a Proposal for the Ewert Pool Study. The same guiding principles will be applied to that study. If selected for both projects, we anticipate efficiencies could be realized.

Thank you for your consideration. We look forward to the opportunity to share our approach to collaborating with you on this important community initiative.

Sincerely,

Kerry K. Newman, AIA, LEED AP | Principal-in-Charge
knewman@sfsarch.com | 816/541-2255 (direct)

Brian Garvey, AIA, DBIA, LEED AP | Principal
bgarvey@sfsarch.com | 816/541-2277 (direct)

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01 COMPANY PROFILES

SFS Architecture: Driven by Connections

At SFS Architecture, we enrich communities through meaningful collaborations and purposeful design. Design is what we do; it's what we love. And what we love most is design that is dynamic and sustainable, enduring and enriching — design that builds relationships between people, their communities and the larger environment.

For nearly 50 years, our client-focused process has resulted in architecture that connects beauty with function and our clients' vision with reality. Each project begins and ends with discovery: of an organization's unique needs; of a community's character and aspirations; of the details that spark the "big idea" behind each design.

Successful projects begin with strong relationships. We engage our clients in a collaborative dialogue throughout the process. We exchange ideas, share expertise and – above all – we listen. Through open, candid communication, we gain consensus and create truly successful design.

Year of Inception and History

Since the firm's inception in 1973, we have utilized a rigorous design approach to achieve our clients' goals for quality, function, budget, schedule and sustainability.

SFS has successfully managed projects for the public sector and routinely works with communities throughout the Midwest on community development projects. We have completed numerous projects throughout Missouri and southeast Kansas, and are familiar with the environmental, physical and geological conditions of the area, the construction market and other factors that could influence site development, building design and construction strategies.

Contact Information

Kerry Newman, AIA, LEED AP, Principal-in-Charge
2100 Central Street, Suite 31; Kansas City, MO 64108
o: 816.474.1397 f: 816.421.8024 e: knewman@sfsarch.com



Business Structure / Firm Leadership

Founded in 1973, SFS Architecture (formerly Shaughnessy Fickel and Scott Architects) is a State of Missouri registered Corporation authorized to practice architecture in the State of Missouri. Proof of relevant firm licensure and certifications follow.

SFS thrives under the leadership of principals Kerry Newman, Marsha Hoffman, Brian Garvey, Kwame Smith and Kelly Edinger Stindt. Principal leadership and involvement throughout all projects is a hallmark of our approach to client service. The firm currently has a staff of 37 that includes registered architects, architectural graduates and interior designers, many of whom are LEED accredited professionals, as well as support staff.

SFS is an Equal Opportunity Employer.

Full-service Architecture, Interior Design and Planning

SFS offers a full range of services, including:

- Facility and Site Master Planning
- Programming and Space Planning
- Facility and Site Condition Surveys/Forensics
- Feasibility Studies
- Technical Studies
- High Performance Energy Studies
- Site Selection, Site Utilization Studies, Regulatory Approval Processes
- Stakeholder and Community Engagement
- Fundraising/Capital Campaign Assistance
- Architectural Design/Documentation
- Interior Architecture/Documentation
- Interior Design/Documentation
- FF&E Design/Procurement/Administration
- Sustainable Design/LEED Documentation
- Bidding/Negotiations/Bid Analysis
- Contract Award Assistance
- Construction Administration
- Project Close-out, Start-up Assistance,
- Warranty Review, Post-construction Evaluation
- Project Administration
- Owner's Representative Services
- Construction Management
- Move Management
- Post-occupancy Evaluations
- Research



State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects

Architectural Corporation

VALID THROUGH DECEMBER 31, 2021
ORIGINAL CERTIFICATE/LICENSE NO. 000122

SFS ARCHITECTURE, INC.
2100 CENTRAL ST STE 31
KANSAS CITY MO 64108
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

Subconsultants

OLSSON

Civil Engineer +
Landscape Architect

OFFICES:

702 S. Main Street
Joplin, MO 64801
T: 417/781-4714

olsson.com

With offices in Joplin, Olsson is a nationally recognized, employee-owned engineering and design firm with a rich history of success. Founded in 1956 on the very mindset that drives it today, Olsson is focused on improving communities by making them more sustainable, better connected and more efficient. Simply put, Olsson works to leave the world better than they found it.

Olsson believes a community's foundation is strengthened through partnership and collaboration between the communities and the people who live there. This has been a core value of the firm's since day one. And it's why they have worked closely with some communities for more than 50 years.

The work Olsson does in both large and small communities has improved the residents' lives in many ways through services such as infrastructure, environmental, field services and facilities engineering. Olsson designs safe roads that keep traffic moving; efficient water and wastewater treatment plants that meet the community's needs; innovative and energy-efficient buildings where people work and meet; well-designed airports; and much more.

BOB D. CAMPBELL AND COMPANY

Structural Engineer

OFFICES:

4338 Belleview Avenue
Kansas City, MO 64111
T: 816/531-4144

bdc-engineers.com

BOB D. CAMPBELL & CO.
Structural Engineers Since 1957

Bob D. Campbell and Company has served the Kansas City architectural community for more than 60 years and continues to work with SFS Architecture on a variety of community projects. Bob D. Campbell and Company has provided structural engineering design services on a variety of community facilities, many of them historically significant, including civic and community centers, park facilities and other community gathering facilities.

As structural engineering consultants, Bob D. Campbell and Company provides a professional service that spans from the conceptual stages through construction phase inspections. The staff's diversity of experience is applied to all areas of concern relating to structural design and in service behavior, including environmental cause and effects.

Our knowledge of various construction materials provides an understanding of the performance and behavior of structures over their lifespan and formulates a basis of design for improved durability.

SMITH & BOUCHER

M/E/P/FP Engineer

OFFICE:

25501 Valley parkway, #200
Olathe, KS 66061
T: 913/345-2127

smithboucher.com

smith&boucher
ENGINEERS

Smith & Boucher is a full service M/E/P/FP firm that provides engineering design for all project types and clients, located in the Kansas City area. Projects have covered nearly all 50 states as well as multiple projects in Central and South America.

Design expertise includes HVAC, plumbing, electrical power, electrical lighting, building management systems, fire alarm systems, fire protection systems, as well as the low voltage IT/Data, audio visual, CCTV, and building security systems. Market segments include everything from multifamily, mixed-use, retail, commercial office and hospitality to community recreation, cultural arts, education, healthcare and hospitality.

Smith & Boucher services include M/E/P/FP design and consulting engineering involving the design and production of construction documents. Building system commissioning, involves engineers working in the field to ensure building HVAC and electrical systems are installed properly and operating at optimal performance. Energy auditing and turnkey energy project implementation is the support that Smith & Boucher provides to Navitas, the firm's sister company that specializes in turnkey energy projects. Typical Navitas projects include the analysis, development, design,construction and financing arrangement based on calculated and guaranteed energy savings.

PEERBOLTE CREATIVE

Theatrical Consultant

OFFICE:
PO Box 754
Warrensburg, MO 64093
T: 660/429-138

peerbolte.com

PEERBOLTE CREATIVE LLC
THEATRICAL CONSULTATION AND DESIGN

Peerbolte Creative is grounded in decades of practical experience in the arts and entertainment industry. The firm was founded by David Peerbolte, Theatre Planner, Professor Emeritus-University of Central Missouri and professional technical director. Peerbolte Creative opened a dedicated office in 1995 and has since grown from a small local company to a regional firm with a national reputation and an extensive portfolio of satisfied clients. In 2018, David retired and passed the reigns to longtime consultant Carl Hutcherson.

The staff at Peerbolte Creative has worked in theatres of all types; they understand performance equipment, support spaces, physical requirements and audience comforts. This perspective benefits the owner, the design team and the practitioner by designing appropriate solutions for each distinctive facility. Many venues are designed to be multi-use spaces which accommodate theatrical performances, music concerts, speakers, and presentations. Other facilities have dedicated spaces that are designed to meet the specific needs of a single discipline. As planners they are able to convey the desires, vision and needs of the clients into viable and sustainable designs that will benefit each facility now and into the future.

BALLARD*KING & ASSOCIATES

Operations / Market Analysis

OFFICE:
2743 E. Ravenhill Circle
Highlands Ranch, CO 80126

ballardking.com

bk

Ballard*King & Associates (B*K) is a recreation facility planning and operations consulting firm specializing in recreation, aquatic and sports feasibility studies, parks and recreation master plans, operational audits and assessments for recreation, sports and wellness facilities and management solutions for parks and recreation departments or organizations. B*K has achieved more than 25 years of success by realizing that each client's needs are specific and unique.

B*K provides a variety services for clients who are considering a recreation center, aquatic center or park master planning project. The firm's vast practical experience enables them to guide clients through the challenges of evaluating current pricing and cost recovery strategies and implementing changes to achieve a more efficient operation.

The firm has completed more than 700 projects in 48 states and has working relationships with more than 140 architects coast-to-coast, including SFS Architecture. B*K is honored to be the recipient of five Athletic Business Facilities of Merit Awards.

WEBB MGMT

Cultural Arts Consultant

OFFICE:
501 Fifth Avenue, #1201
New York, NY 10017
T: 212/929-5040

webbmgmt.org

WM

Founded by Duncan Webb in 1997, Webb Mgmt is a leading provider of advisory services for the development and operation of cultural facilities, organizations, agencies and districts. Clients include municipalities, colleges and universities, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies and various friends of the arts.

Webb Mgmt's mission is to advance the arts with sound planning and research.

Over the past 22 years, the firm has developed more than 450 feasibility studies, business plans, strategic plans and specialized research and consulting for facilities and organizations in the world of arts and culture, including numerous studies focused on the renovation and adaptive re-use of iconic facilities. Needs assessments consider, in great detail, whether and what facilities should be developed, improved or expanded based on sound research and analysis of market conditions and opportunities. Business plans meticulously address how such entities should be programmed, operated and financially sustained. This work is often completed right after the needs assessment, combining to form a comprehensive facility feasibility study.

AVANT ACOUSTICS

Audiovisual and Acoustical Design

OFFICES:
14827 West 95th Street
Lenexa, KS
T: 913/888-9111

avantacoustics.com

AVANT ACOUSTICS

Established in 1964, AVANT ACOUSTICS is a world-class acoustical consulting and audio-visual design firm. Their innovative team of creative professionals can carefully assess the needs of a project and provide efficient solutions for architectural acoustics and audio-visual technology.

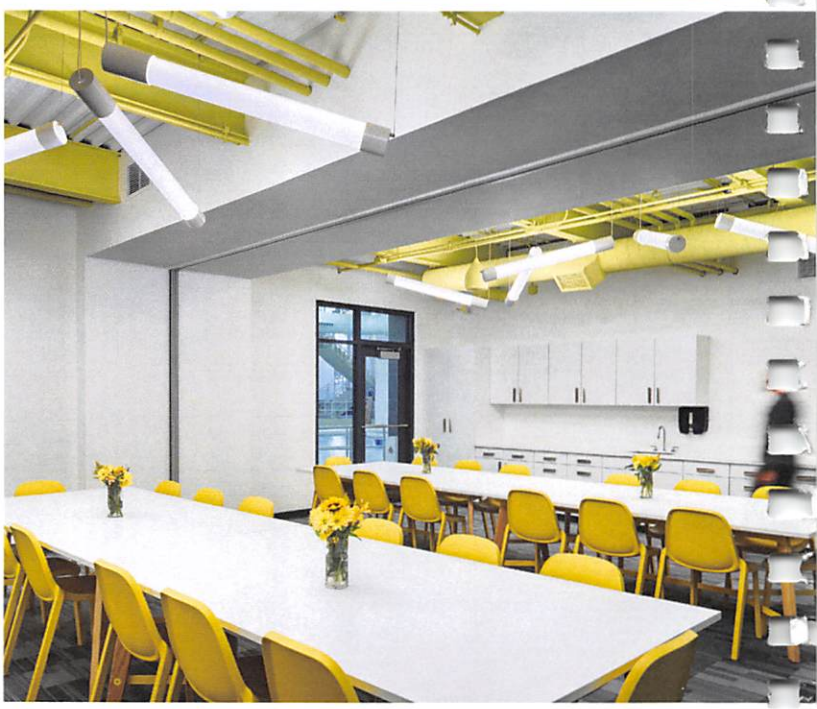
AVANT ACOUSTICS has tackled countless projects from concert venues to civic and convention centers and community facilities. From the feasibility stage through all phases of design, construction, and commissioning a venue sound system and audio-visual system, AVANT ACOUSTICS can provide services and support for any project.

By providing unparalleled project management with untiring advocacy for superior acoustics and technology implementation, AVANT ACOUSTICS strives to enhance the experience of design teams, facility owners, and end-user alike. In the process, they hold themselves to the highest standards of integrity, professionalism, and quality control, which results in exceptional projects for their partners and clients time and time again.











02 ORGANIZATIONAL STRUCTURE + RESUMES

The availability of qualified staff is an important factor when deciding on the right firm to hire for your project. All members of the SFS team have evaluated our respective workloads and can commit the necessary staff to complete the outlined project scope of work. The staff presented herein is prepared to begin the feasibility study upon Notice-to-Proceed. With 37 SFS staff members, and the staff of our qualified consultants, we have the resources to execute the services required for the Memorial Hall Study project. We will work with you to meet any critical timeframe or scheduling issues that may arise.

The following **Project Team Organization Chart** illustrates the roles and responsibilities of our proposed team and each key team member. Please note that this team has collaborated on several similar projects. Through this work, our team has established project management and communication procedures that allow for seamless integration of all disciplines throughout all phases of the project. In addition, our team includes professionals licensed in the State of Missouri. Resumes highlighting the qualifications and experience of key SFS Project Team members are provided on the following pages.

SFS Core Leadership

Kerry Newman
AIA, LEED AP
Principal-in-Charge

Brian Garvey
AIA, DBIA, LEED AP
Principal Architect / Community Engagement Lead

Architecture, Planning + Design

Dana Gould
AIA, LEED AP
Historic Preservation Architect

Dirk Henke
AIA, LEED AP BD+C
Project Architect

Derek McMurray
Design Support

Specialty Consultants

Olsson
CLAYTON CRISTY
PE, CFM
CIVIL ENGINEER

JANE EARNHART
PLA, ASLA, LEED GA
LANDSCAPE ARCHITECT

Bob D. Campbell and Company
CHRIS BOOS
PE
STRUCTURAL ENGINEER

Ballard* King & Associates
JEFF KING
OPERATIONS/MARKET ANALYST

DARIN BARR
CPRP
OPERATIONS/MARKET ANALYST

Webb Mgmt
DUNCAN WEBB
CMC
CULTURAL ARTS CONSULTANT

As Needed for Optional Scope

Smith & Boucher
CHRIS ALBRIGHT
PE, CEM, LEED AP, CXA
LEAD M/E/P ENGINEER

LEE PIVERAL
PE, CEM, CMVP, CxA, LEED AP
ELECTRICAL ENGINEER

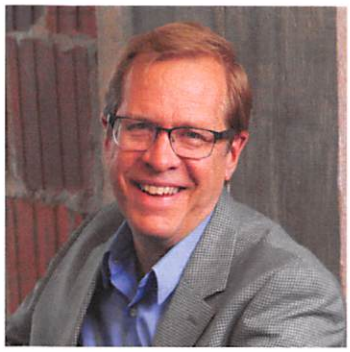
MATT PELLMAN - PE, CGD
MECHANICAL ENGINEER

Peerbolte Creative
CARL HUTCHERSON
THEATRICAL CONSULTANT

AVANT Acoustics
JOHN HODGSON - CTS-D
AUDIO-VISUAL / ACOUSTICAL DESIGN CONSULTANT

Additional Staff Resources

SFS and its subconsultants can draw on additional staff resources to support project delivery. In addition, SFS has established relationships with other consultants specializing in areas specific to community facilities, such as environmental, exhibit design, code/life safety, among others, that can be leveraged to address specialized scope requirements, if needed.



Kerry Newman AIA, LEED AP

Principal-in-Charge

Kerry, a Principal with SFS Architecture, has 36 years of experience collaborating with communities on important development initiatives. His portfolio of work includes 60+ community facilities, including multipurpose recreation centers, civic centers, activity centers, athletic facilities, aquatic centers, parks and other venues for community gathering. Through this experience, Kerry has developed the ability to coordinate among varied stakeholders and interests during the planning, design and construction process and guide the group to consensus for final project direction. Evident throughout all of Kerry's work is his drive to create quality public architecture to serve the community. Each project is given the detailed attention required to address the community's unique needs.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 32
Total: 36

EDUCATION
Bachelor of Architecture
Iowa State University

Bachelor of Arts in Architecture
Iowa State University

REGISTRATIONS
Licensed Architect
LEED Accredited Professional

PROFESSIONAL ACTIVITIES
American Institute of Architects

Association for Preservation Technology

Kansas Recreation and Park Association

Missouri Parks and Recreation Association

NOTABLE PROJECTS

- Meadowbrook Activity Center + Park Improvements, Prairie Village, KS*
- Meadwobrook Park Clubhouse Feasibility Study, Prairie Village, KS
- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS*
- Civic Park Improvements, Including Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO*
- Heckart Community Center, Sedalia, MO*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Lake Olathe Park, Including Beach, Beach House and Other Park Amenities, Olathe, KS
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- UG Healthy Campus/YMCA Community Center Planning Study, Kansas City, KS*
- Downtown Salina Fieldhouse, Salina, KS
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Historic Truman Depot Restoration and Pacific Avenue Trail, Independence, MO
- Historic Missouri State Fairgrounds Building Improvements, Sedalia, MO
- Irene B. French Community Center Feasibility Study, Merriam, KS*
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Northeast Community Center Feasibility Study and Sports Complex Design, Kansas City, MO*
- Fulton Community Center, Fulton, MO*
- Camdenton Community Center, Camdenton, MO*
- Kirksville Community Recreation and Aquatic Center, Kirksville, MO
- Roeland Park Community Center Improvements Planning, Roeland Park, KS*
- Lenexa Community Center/Senior Center Planning Study, Lenexa, KS*
- Merriam Recreation Facilities Master Plan, Merriam, KS*
- Blue Springs Fieldhouse Renovation (Adaptive Reuse), Blue Springs, MO*
- Recreation Park Activity Center, Raymore, MO
- Maryville Community Center + Addition, Maryville, MO
- New Community Recreation Centers at Eisenhower and Anthony Middle Schools, Manhattan, KS
- Milwaukee Public Schools Community Center Feasibility Study, Milwaukee, WI
- Pleasant Hill Community Center Planning Study, Pleasant Hill, MO
- Ernie Miller Park and Nature Center Master Plan Update/Park Structures Assessment, Olathe, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- Kill Creek Park Observation Tower, Olathe, KS
- Shawnee Mission Park Marina Improvements, Shawnee, KS
- Legacy Park Amphitheater, Lee's Summit, MO
- Belmont Park, Shawnee, KS
- Historic Strang Park Improvements, Overland Park, KS
- Young's Aquatic Center Entry Building, Overland Park, KS
- Lone Elm Park Improvements, Olathe, KS
- Rising Star Park Master Plan, Platte City, MO
- West Park Master Plan, Warrensburg, MO

**Project included Feasibility Study*



Brian Garvey AIA, DBIA, LEED AP

Principal Architect / Community Engagement Lead

Brian is a Principal at SFS with 17 years of experience spanning all aspects of planning, design and construction. Brian's portfolio of work includes a broad range of project types, with a special emphasis on programming, facility master planning, feasibility studies and design of community parks, recreation and aquatic facilities. Facilities have included multipurpose community recreation centers, civic centers, activity centers, fieldhouses, park structures, amphitheaters and open space, among other amenities. He is accustomed to working with public entities and multi-disciplined teams to execute projects with demanding goals for stakeholder engagement, consensus, program, innovation, value, quality and sustainability.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 13
Total: 17

EDUCATION
Bachelor of Architecture
University of Kansas

REGISTRATIONS
Licensed Architect: MO

NCARB Certified

LEED Accredited Professional

Certified Design-Build Professional

PROFESSIONAL ACTIVITIES
American Institute of Architects

National Council of Architectural Registration Boards

Historic Kansas City Foundation

Design-Build Institute of America

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Irene B. French Community Center Feasibility Study, Merriam, KS*
- Lake Olathe Park, Including Beach, Beach House and Other Park Amenities, Olathe, KS
- Meadowbrook Activity Center + Park Improvements, Prairie Village, KS*
- Meadowbrook Park Clubhouse Feasibility Study, Prairie Village, KS
- Civic Park Improvements, Including Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO*
- Heckart Community Center, Sedalia, MO*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- UG Healthy Campus/YMCA Community Center Planning Study, Kansas City, KS
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Northeast Community Center Feasibility Study and Sports Complex Design, Kansas City, MO*
- Fulton Community Center, Fulton, MO*
- Camdenton Community Center, Camdenton, MO*
- Kirksville Aquatics Center, Kirksville, MO
- New Community Recreation Centers at Eisenhower and Anthony Middle Schools, Manhattan, KS
- Roeland Park Community Center Improvements Planning, Roeland Park, KS*
- Lenexa Community Center/Senior Center Planning Study, Lenexa, KS
- Merriam Recreation Facilities Master Plan, Merriam, KS
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Blue Springs Fieldhouse (Adaptive Reuse), Blue Springs, MO*
- Johnson County Arts and Heritage Center Museum Gift Shop and Cafe, Overland Park, KS
- Linden Square at Gladstone Village Center, Gladstone, MO
- Rising Star Park Master Plan, Platte City, MO
- Fort Scott Aquatic Center, Fort Scott, KS
- Wayside Waifs Site Master Plan; Shelter Renovation/Addition; New Canine Behavior Center, Kansas City, MO
- Endangered Wolf Center Education Building, Eureka, MO

**Project included Feasibility Study*



Dana Gould AIA, LEED AP

Historic Preservation Architect

Dana, an Associate with SFS, is an historic preservation architect and project manager. She has dedicated her career to the preservation and rehabilitation of historic buildings. Recognizing the cultural significance historic buildings represent within their communities, Dana works with property owners to preserve their building's historic integrity while creating functional spaces for contemporary and future generations. She takes the time to understand each property she works on, delving into the history, significance and construction of the building before developing comprehensive solutions that respect its sense of place and history.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 2.5
Total: 23

EDUCATION
Bachelor of Architecture, Drury University

Master of Science in Historic Preservation, University of Pennsylvania

REGISTRATIONS
Licensed Architect: MO

LEED Accredited Professional

Meets CFR 36 Part 61 USA Historical Architect Professional Qualifications Standards

PROFESSIONAL ACTIVITIES
American Institute of Architects - Kansas City Chapter

Association for Preservation Technology, Central Plains Chapter

Missouri Alliance for Historic Preservation

National Trust for Historic Preservation

NOTABLE PROJECTS

- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Historic Truman Depot Restoration and Pacific Avenue Trail, Independence, MO
- Missouri State Fair Coliseum and Women's Building Renovation/Restoration, Sedalia, MO
- Blue Springs City Hall Renovation, Blue Springs, MO
- Missouri State Capitol, Exterior Masonry Restoration, Jefferson City, MO*
- SGT Charles R. Long U.S. Army Reserve Center Full Facility Restoration (Design-Build), Independence, MO
- Shawnee Mission Park Marina Improvements, Johnson County, KS
- Building Envelope Condition Study, Roman L. Hruska U.S. Courthouse, Omaha, NE
- Des Moines U.S. Courthouse Feasibility Study, Des Moines, IA
- Webster School Adaptive Reuse / Restoration, Kansas City, MO*
- University of Missouri - Columbia, Jesse Hall Elevator, HVAC and Fire Safety Systems Modernization, Columbia, MO*
- German Consulate Seismic Upgrade and Rehabilitation, San Francisco, CA*
- Fort Leavenworth Buildings 853, 8126, 8226, 8245 and 8468-487 Design-Build Rehabilitation, Fort Leavenworth, KS*
- Building System Modernization and Window Restoration, Milwaukee Federal Building, Milwaukee, WI*
- Historic Waldo Water Tower Restoration Feasibility Study, Kansas City, MO*
- Greater Holy Temple Church Renovation Phase 1 Planning, Kansas City, MO*
- Christ Church Anglican Nave Restoration, Overland Park, KS
- St. Mary Queen of the Universe Catholic Church Master Plan and Renovation, Salina, KS
- St. Malachy Catholic Church Master Plan, Beattie, KS
- St. Joseph Catholic Church Restoration, Topeka, KS
- Country Club Congregational Church Restoration Feasibility Study, Kansas City, MO*

*Prior to employment with SFS



Dirk Henke AIA, LEED AP BD+C

Project Architect

Dirk brings 20 years of experience with a variety of projects and has been responsible for all aspects of project delivery, including: project management; client/stakeholder group engagement; design conceptualization, development and documentation; specifications; and permitting, bidding and construction administration. Dirk thrives on the principle that good design is collaborative as much as it is intuitive, and being humble, open-minded and curious leads to the most innovative discoveries and solutions.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 2+
Total: 20

EDUCATION
Bachelor of Architecture
University of Kansas

REGISTRATIONS
Licensed Architect: NY

LEED Accredited Professional Building Design + Construction

NCARB Certified

PROFESSIONAL ACTIVITIES
American Institute of Architects

NOTABLE PROJECTS

- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Manhattan Recreation Centers, Manhattan, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- Civic Park Improvements, Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO
- UG Healthy Campus YMCA/Community Center Planning, Kansas City, KS
- Wayside Waifs Master Plan and Expansion, Kansas City, MO
- 4th Floor Renovation, Roman L. Hruska Federal Building and U.S. Courthouse, Omaha, NE
- UMB Technology Center 3rd Floor Renovation, Kansas City, MO
- Chapman Theatre Renovation, Kansas State University, Manhattan, KS*
- Waters Hall Classroom 231/Lecture Hall Modernization, Kansas State University, Manhattan, KS*
- Waters Hall Classroom 328/Lecture Hall Modernization, Kansas State University, Manhattan, KS*
- 4th Floor Cherry Hall Renovation, University of Missouri-Kansas City*
- Swallow Hall Renovation and Expansion, University of Missouri-Columbia*
- Wolpers and Johnston Hall Renovation, University of Missouri-Columbia*
- Barkley House Addition to Hatch Hall Design Study, University of Missouri-Columbia*
- Power Plant Addition, University of Missouri-Columbia*
- MCC Longview Campus Enrollment Center Renovation, Lee's Summit, MO*

*Prior to employment with SFS



Derek McMurray

Design Support

Derek, an Associate with SFS, has 18 years of architectural experience encompassing the planning and design of a broad range of facilities, including aquatics, parks and recreation. His work on these projects is all encompassing—from upfront planning and design development to the preparation of construction documents and construction administration. Derek's ability to communicate design concepts graphically using a variety of 2D and 3D tools allows the design team to thoroughly express the design intent to the client and other project stakeholders from the very early stages of the planning process.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 11+
Total: 18

EDUCATION
Bachelor of Architecture
Kansas State University

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Johnson County Arts and Heritage Center Cafe, Overland Park, KS
- Meadowbrook Park and Activity Center, Prairie Village, KS
- Meadowbrook Park Clubhouse Feasibility Study, Prairie Village, KS*
- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Legacy Park Amphitheatre, Lee's Summit, MO
- 9/11 Memorial, Overland Park, KS
- St. Peter's Church New Multipurpose Space and K-8 School Renovation/Addition, Kansas City, MO*
- Gangwish Library and Gibson Student Center, Ottawa University, Ottawa, K
- Thompson Center (Adaptive Reuse), University of Missouri-Columbia
- Cathedral of the Immaculate Conception East Campus Master Plan, Kansas City, MO
- Fulton Recreation Center, Fulton, MO*
- Northeast Community Center Feasibility Study and Phase 1 Sports Complex, Kansas City, MO*
- Mattie Rhodes Northeast Community Center Conceptual Planning, Kansas City, MO
- Maryville Recreation Center Addition, Maryville, MO*
- Ottawa University Recreation and Athletic Facilities Improvements, Ottawa, KS
- Big Bull Creek Park Maintenance Facility and Police Substation, Edgerton, KS
- Endangered Wolf Center Education Building, Eureka, MO
- Wayside Waifs Expansion Master Planning Study, Kansas City, MO
- Wayside Waifs Pets for Life Community Center Planning Study, Kansas City, MO
- Bluford Branch Library Renovation, Kansas City, MO
- Pleasant Hills Aquatic Center, Pleasant Hill, MO*
- Mission Aquatic Center, Mission, KS*
- Maring Aquatic Center, Chanute, KS
- Excelsior Springs Outdoor Aquatic Center Planning, Excelsior Springs, MO*
- Marshall Parks and Recreation Master Plan Update and Improvements, Marshall, MO
- Utility Park and City Zoo Planning and Concept Design, Clay Center, KS

*Project included Feasibility Study



Clayton Christy PE, CFM

Civil Engineer

Clayton, located in Olsson's Joplin office, is a Vice President and Team Leader with experience in all-things engineering—including transportation engineering, municipal infrastructure design, residential and commercial development, water distribution, and wastewater management. His understanding of requirements for a project successful involves assembling the team, identifying a realistic budget and schedule, and building relationships with project stakeholders.

FIRM
Olsson

YEARS OF EXPERIENCE
With Firm: 4
Total: 27

EDUCATION
Bachelor of Science in Civil Engineering, Missouri University of Science and Technology

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Floodplain Manager

NOTABLE PROJECTS

- City of Joplin On-Call Services Contract, Joplin, MO
- Joplin Public Library, Joplin, MO
- Joplin Infrastructure Improvement Projects, Joplin, MO
- Joplin Trails, Joplin, MO
- Joplin Training Facility, Joplin, MO
- Joplin TIGER Grant Reporting Phase 2 for Maiden Lane, Joplin, MO
- Joplin Community Development Block Grant (CDBG) Main Street Improvements, Joplin, MO
- Joplin CDBG DR-1 Mohaska Trail, Joplin, MO
- Joplin Area Transportation Study Organization, Joplin MO
- Christ in Youth Site Development, Joplin, MO
- Wildwood Ranch Joplin #10, Joplin, MO
- Wildwood Ranch Conceptual Development Plan, Joplin, MO
- Neev Holdings Holiday Inn Site Development, Joplin, MO
- Taylor Performing Arts Center Rehabilitation of Masonry Walls, Missouri Southern State University, Joplin, MO
- Metro Transportation Plan Update, Joplin, MO
- Jasper County On-Call Services Contract, Jasper County, MO
- Longhorn Restaurant, Branson, MO
- Preserve Self Storage Facility Site Development, Branson, MO
- Carthage Water and Electric Plant, Industrial Site Readiness, Carthage, MO



Jane Earnhart PLA, ASLA, LEED GA

Landscape Architect

Jane coordinates projects for clients and breaks our work down into tasks that we can complete efficiently and effectively to achieve our clients' goals. She strives to look at issues from multiple perspectives to develop win-win solutions for all stakeholders, resulting in projects with purpose.

FIRM
Olsson

YEARS OF EXPERIENCE
With Firm: 10
Total: 34

EDUCATION
Bachelor of Landscape Architecture,
Kansas State University

REGISTRATIONS
Professional Landscape Architect: MO + Others

NOTABLE PROJECTS

- Pitt Development Group, Pitt Development Mercy Joplin 50th Street Clinic Design Documents, Joplin, MO
- O'Reilly Development, Villas Residential Development, Joplin, MO
- Joplin Tree Planting Policy, Joplin, MO
- PAP 7-1 Joplin CDBG Main Street Improvements, Joplin, MO
- PAP 7-1 Joplin 20th Street Improvements, Joplin, MO
- Brazos Restaurant Corporation, Cheddar's Casual Café, Joplin, MO
- Various CDBG Surface and Storm Projects, Joplin, MO
- Wildwood Senior Living Facility, Joplin, MO
- Mercy Bolivar Clinic, Bolivar, MO
- Apartment Developments, Springfield, Carthage and Joplin, MO
- Forest Park Apartments, Joplin, MO
- Christian County Judicial Center, Christian County, MO
- Missouri National Guard Aviation and Classification Repair Army Depot (AVCRAD), Springfield, MO
- Kansas Army and Air National Guard, Pratt MVSC Expansion, Pratt, KS
- Veteran Housing Development, Carterville, MO
- Veterans Affairs Marion Mental Health Addition, Marion, IL
- Greene County Public Safety Coordination Center, Springfield, MO



Chris Boos PE

Structural Engineer

Chris is a Principal at Bob D. Campbell & Company with more than 20 years of experience in structural design, drawing development and construction observation. He is accustomed to working with municipalities on a variety of community projects, including civic and community recreation centers, park facilities and swimming pools, as well as other projects. Chris continues to work with SFS on a variety of projects.

FIRM
Bob D. Campbell & Company

YEARS OF EXPERIENCE
With Firm: 11
Total: 22

EDUCATION
Bachelor of Science in Architectural Engineering

REGISTRATIONS
Licensed Professional Engineer

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Blue Springs Fieldhouse Renovation (Adaptive Reuse), Blue Springs, MO*
- Raymore Activity Center, Raymore, MO*
- Fulton Community Center, Fulton, MO*
- Legacy Park Amphitheatre Improvements, Lee's Summit, MO*
- Ottawa University New Press Box, Ottawa, KS*
- City Hall Renovation/Expansion, Blue Springs, MO*
- Fairway City Hall (Adaptive Reuse), Fairway, KS*
- Belton City Hall Renovation, Belton, MO*
- Big Bull Creek Park Maintenance Facility and Police Substation, Edgerton, KS*
- Missouri Gas Energy Service Center Design-Build, St. Joseph, MO*
- Grandview Police Storage Building, Grandview, MO*
- Mozingo Lake Welcome Center Planning, Maryville, MO*
- Fairway Aquatic Center and Multipurpose Room, Fairway, KS*
- Brookfield Aquatic Center, Brookfield, MO*
- Pleasant Hill Aquatic Center, Pleasant Hill, MO*
- Mission Aquatic Center, Mission, KS*
- Chanute Aquatic Center, Chanute, KS*
- Highlandview Pool Design, Overland Park, KS*
- Stonegate Pool, Overland Park, KS*
- Indian Hills Country Club Pool House Renovation, Mission Hills, KS
- Shawnee Mission School District Aquatic Center, Lenexa KS
- Heartland Center Aquatics Center, Parkville, MO
- Homestead Country Club Swim Facility and Tennis Pavilion, Prairie Village, KS

* Collaboration with SFS Architecture



Chris Albright

PE, CEM, LEED AP, CXA

Lead M/E/P Engineer

An officer of the firm, Chris Albright is a complex problem solver and forward thinker. Chris is highly experienced in MEP design, facility assessments, energy audits, master planning, and commissioning services. Chris has extensive knowledge beyond MEP systems and extends into envelope and general construction activities. His knowledge and foresight is utilized to solve issues before they become problems.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 22
Total: 22

EDUCATION
Bachelor of Science in Architectural Engineering, Kansas State University

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Energy Manager

LEED Accredited Professional

Certified Commissioning Authority

PROFESSIONAL ACTIVITIES
Building Commissioning Association

AABC Commissioning Group, American Society of Heating, Refrigerating & Air-Conditioning Engineers

Society of American Military Engineers, National

Fire Protection Association

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Wayside Waifs Expansion, Kansas City, MO*
- Spencer Museum Renovation, University of Kansas, Lawrence, KS
- Nelson-Atkins Museum of Art Commissioning, Kansas City, MO
- Museum of Prairiefire Commissioning, Overland Park, KS
- Flint Hills Discovery Center, Manhattan, KS
- Toy & Miniature Museum Improvements, Kansas City, MO
- Merriam Community Center Commissioning, Merriam, KS
- Blue Valley Recreation Center, Overland Park, KS
- Jewish Community Center HVAC Study, Overland Park, KS
- City of Olathe Commissioning: Park Maintenance, Police Headquarters, Fire Station 8, Olathe, KS
- Indian Creek Library, Olathe, KS
- Gladstone City Hall Facility Assessment, Gladstone, MO
- Apostle Islands National Lakeshore Visitor Center Commissioning, Bayfield, WI*
- Santikos Theatres and Entertainment Center, San Antonio, TX
- KCK Fire Department Maintenance Facility Study and Design, Kansas City, KS
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- KU Student Union Renovation, Lawrence, KS

* Collaboration with SFS Architecture



Matt Pellman PE, CGD

Mechanical Engineer

A skilled mechanical engineer with a keen sense to design possibilities, Matt has designed mechanical and electrical systems involving airside and waterside HVAC, and plumbing for a variety of installations. His project experience includes commercial, educational and public installations. His projects have been followed through from initial design to their construction completion.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 16
Total: 16

EDUCATION
Bachelor of Science in Architectural Engineering, University of Kansas

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified GeoExchange Designer

PROFESSIONAL | ACTIVITIES
American Society of Heating, Refrigerating & Air-Conditioning Engineers

American Society of Plumbing Engineers

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Meadowbrook Park Activity Center, Overland Park, KS*
- Kansas City Zoo Penguin Exhibit, Kansas City, MO
- Kansas City Zoo Orangutan Exhibit, Kansas City, MO
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- Thornberry Boys and Girls Club, Kansas City, MO
- Apostle Islands National Lakeshore Visitor Center, Bayfield, WI*
- Tomahawk Community Center, Overland Park, KS
- Indian Creek Library, Olathe, KS
- Yates Center Gym Renovation, Yates Center, KS
- Woodside Racquetball Club, Westwood, KS
- Indian Hills Country Club Improvements, Mission Hills, KS
- Hallmark/Crown Center Renovations, Kansas City, MO
- Ft. Hood Apache Arts and Crafts Center, Ft. Hood, TX
- Kansas City Art Institute Student Living Center and Art Store Renovations, Kansas City, MO

* Collaboration with SFS Architecture



Lee Piveral

PE, CEM, CMVP, CxA, LEED AP

Electrical Engineer

Lee has designed and commissioned mechanical and electrical systems involving airside and waterside HVAC, plumbing, power distribution and lighting systems for a variety of installations. Lee has commissioned HVAC, plumbing, heating, power, fi re alarm, fi re sprinkler, energy management systems and security systems. His extensive experience in the design of HVAC, plumbing and electrical systems gives him a unique ability to troubleshoot existing and test new systems, and provide a solution to any problems that may be encountered.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 20
Total: 20

EDUCATION
Bachelor of Science in Architectural Engineering, Kansas State University

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Energy Manager

Certified Measurement and Verification Professional

Certified Commissioning Authority

LEED Accredited Professional

PROFESSIONAL ACTIVITIES
Design-Build Institute of America

Association of Energy Engineers

AABC Commissioning Group

NOTABLE PROJECTS

- KCK Fire Department Maintenance Facility Study and Design, Kansas City, KS
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- Gardner City Hall MEP Assessment, Gardner, KS
- Gladstone City Hall Facility Assessment, Gladstone, MO
- Independence City Hall MEP Assessment, Independence, KS
- Kill Creek Observation Tower, De Soto, KS*
- Gladstone Community Center Commissioning, Gladstone, MO
- Jewish Community Center HVAC Study, Overland Park, KS
- Shawnee Parks and Recreation Facilities Assessments, Shawnee, KS
- Ironwoods Park Improvements, Leawood, KS
- Museum of Prairiefire Commissioning, Overland Park, KS
- Flint Hills Discovery Center, Manhattan, KS
- Union Station Improvements, Kansas City, MO

* Collaboration with SFS Architecture



Carl Hutcherson ETCP

Theatrical Consultant

For more than 20 years, Carl has been involved with a variety of Peerbolte projects ranging from lighting systems upgrades to full lighting and rigging systems in new construction. Lighting systems, integration, rigging systems both manual and motorized, equipment evaluation and commissioning are the strengths that Carl brings to every project. Carl is and an active designer and technician. He regularly works at a number of local theatres, including five years as the Technical Director and Carl's understanding of the day to day needs of an active Community Arts Center is an asset to every system design. In 2019 Carl took over leadership of Peerbolte Creative and is now the Principal Consultant.

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Presser Performing Arts Center, Mexico, MO
- Missouri Theatre, Columbia, MO
- Liberty Center Association for the Arts, Sedalia, MO
- Liberty High School Performing Arts Center, Liberty, MO
- Maryville High School Performing Arts Center, Maryville, MO
- Olathe West High School Performaing Arts Center, Olathe, KS
- Lansing High School Performaing Arts Center, Lansing, KS
- Graceland University Shaw Center, Lamoni, IA
- Liberty North High School Performing Arts Center, Liberty, MO
- Studio Theatre, Northwest Missouri State University, Maryville, MO
- Shawnee Heights High School Performing Arts Center, Tecumseh, KS
- Morgan County High School Performing Arts Center, Versailles, MO

* Collaboration with SFS Architecture

FIRM
Peerbolte Creative

YEARS OF EXPERIENCE
With Firm: 22
Total: 22

EDUCATION
Bachelor of Fine Art in Technical Theatre, Central Missouri State University

REGISTRATIONS
Entertainment Technician Certification Program (ETCP) Certified Rigger - Theatre #698, 2009

PROFESSIONAL ACTIVITIES
Speech and Theatre Association of Missouri

Resident Designer at Robert B. Atkin Performing Arts Center, Raytown, MO.

President and Founder of Askew Theatre, Warrensburg, MO

Acting Artistic Director of Liberty Center Association for the Arts, Sedalia, MO



Jeff King

Operations / Market Analyst

As a founding partner of Ballard*King & Associates, more than 200 communities have benefited from Jeff's extensive background in recreation and community center operation, planning and management. Jeff 's expertise comes from a vast array of experience and projects, including several teamed with SFS Architecture. Jeff has worked with many communities to develop funding strategies for parks and recreational facilities, including potential grants from government agencies and private foundations. Jeff provides a variety services for clients who are considering the evaluation of a civic facility, recreation center or park master planning project. His vast practical experience enables the team to guide clients through the challenges of evaluating current pricing and cost recovery strategies and implementing changes to a more efficient operation. From pinpointing specifics to broad visions, Jeff provides services to ensure the long-term success of your project.

FIRM
Ballard*King & Associates

YEARS OF EXPERIENCE
With Firm: 28
Total: 30+

EDUCATION
Bachelor of Arts in Business Administration, Lindenwood University

REGISTRATIONS
Certified Pool Operator

AFFILIATIONS
Ice Skating Institute of America

National Recreation and Park Association - Aquatic Section

Missouri Park and Recreation Association

NOTABLE PROJECTS

- Joplin Aquatic Benchmark Study, Joplin, MO
- Civic Park/Civic Center/Aquatic Center Feasibility Study,O'Fallon, MO*
- Excelsior Springs Community Center Feasibility Study, Excelsior Springs, MO*
- Northland Regional Community Center/ Natatorium Feasibility Study, Kansas City, MO*
- Northeast Neighborhood Community Center/ Natatorium Feasibility Study, Kansas City, MO*
- Camdenton Community Center Feasibility Study, Camdenton, MO*
- Olathe Community Center/Natatorium Operational Review, Olathe, KS
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Pleasant Hill Community Center Feasibility Study, Pleasant Hill, MO*
- Recreation Park Activity Center Feasibility Study, Raymore, MO*
- Raymore Civic Recreation Center Feasibility Study/Visioning Session, Raymore, MO*
- Salina Recreation and Sports Center Feasibility Study, Salina, KS*
- Sedalia Community Center Feasibility Study, Sedalia, MO*
- Overland Park Recreation Center Feasibility Study, Overland Park, KS*
- Blue Springs Aquatics Study and Master Plan, Blue Springs, MO*
- Mission Aquatic Center Feasibility Study, Mission, KS*
- Fairway Aquatic Center Feasibility Study, Fairway, KS*
- Johnson County Parks and Recreation Master Plan, Johnson County, KS
- Lenexa Parks and Recreation Open Space Comprehensive Master Plan, Lenexa, KS
- Mission Parks and Recreation Master Plan, Mission, KS
- Overland Park Parks and Recreation Master Plan, Overland Park, KS
- Manhattan Parks and Recreation Facilities Feasibility Study, Manhattan, KS
- Marshfield Community Center Feasibility Study, Marshfield, MO

* Collaboration with SFS Architecture



Darin Barr CPRP

Operations / Market Analyst

Darin began his work with Ballard*King & Associates in 2007 and brings extensive experience in aquatic and recreation facility operation and planning. Darin has provided consulting services to numerous communities nationally who have benefited from his background in recreation and aquatic center planning and management. Prior to Ballard*King, Darin was the Senior Associate Director of the 300,000 SF Student Recreation Complex at the University of Missouri-Columbia. His main areas of responsibility were membership, dry-side facility operations, wet-side facility operations, maintenance and information technology. The diversity of Darin's experiences has shaped his unique perspective on the delivery of recreation services and the operation of recreation facilities. His management experience includes economic impact studies, space planning and equipment specifications, request for proposal, grand opening celebrations, preventive maintenance programs, staffing, budgeting, marketing, risk management and programming.

FIRM
Ballard*King & Associates

YEARS OF EXPERIENCE
With Firm: 13
Total: 17

EDUCATION
Master of Science in Public Administration, State University of New York-Brockport

Bachelor of Science in Parks, Recreation and Tourism, University of Missouri-Columbia

REGISTRATIONS
Certified Park and Recreation Professional

Certified Pool Operator

AFFILIATIONS
National Intramural Recreational Sports Association

Missouri Park and Recreation Association

University of Missouri – Adjunct Faculty

NOTABLE PROJECTS

- Blue Springs Community Recreation/Aquatic Center Feasibility Study, Blue Springs, MO*
- Civic Park/Civic Center/Aquatic Center Feasibility Study, O'Fallon, MO*
- Excelsior Springs Community Center Feasibility Study, Excelsior Springs, MO*
- Northeast Neighborhood Community Recreation/Aquatic Center Feasibility Study, Kansas City, MO*
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- Pleasant Hill Community Center Feasibility Study, Pleasant Hill, MO*
- Raymore Activity Center Feasibility Study, Raymore, MO*
- Raymore Civic Recreation Center Feasibility Study/Visioning Session, Raymore, MO*
- Mission Aquatic Center Feasibility Study, Mission, KS*
- Olathe Community Recreation/Aquatic Center Operational Review, Olathe, KS*
- Overland Park Recreation Center Feasibility Study, Overland Park, KS*
- Salina Recreation and Sports Center Feasibility Study, Salina, KS*

* Collaboration with SFS Architecture



Duncan Webb CMC

Cultural Arts Consultant

Duncan M. Webb founded Webb Management Services, Inc. to provide management consulting services to the arts and cultural industries and has led the firm since 1997, completing more than 450 assignments for the advancement of cultural communities, organizations and facilities. His role in these projects involves project oversight and management, client/community facility and engagement, conclusions and recommendations, as well as financial projections.

Prior to foudnign Webb Management Services, Duncan was a banker, spending seven years in commercial lending and international finance. In 1986, after many years of volunteer work in the arts, he came into the field as a producer of experimental, industrial and commercial theatre. He also developed marketing and sponsorship programs.

Duncan has been an active speaker and published writer on arts management and the development, operation and financing of arts facilities. Webb's book "Running Theaters: Best Practices for Managers and Leaders" was the first book ever written on the management of performing arts facilities. It was recently translated into Mandarin and is being used to inform cultural development throughout China. A second edition is now in development. Duncan recently taught a course entitled "Managing in an Arts Environment" in the Arts Administration graduate program at Baruch College (CUNY).

FIRM
Webb Management Services

YEARS OF EXPERIENCE
With Firm: 23
Total: 30+

EDUCATION
Bachelor of Science in Economics, University of Western Ontario

Master of Science Business Administration, University of Toronto

REGISTRATIONS
Certified Management Consultant

NOTABLE PROJECTS

- NextStage: The Future of Denver's Performing Arts Complex, Denver, CO
- Feasibility Study for Proctor's Theatre Expansion, Schenectady, NY
- Feasibility Study for Expansion at Tulsa Performing Arts Center, Tulsa, OK
- Feasibility Study for Arts Facilities + a Park City Arts District, Park City, UT
- Operating Scenarios for White Eagle Hall, Jersey City, NJ
- Feasibility Study for Performing + Visual Arts Facilities, The Woodlands, TX
- Feasibility Study for an African American Cultural Center, Virginia Beach, VA
- Feasibility Study for Expanded Performing + Visual Arts Facilities at the Goddard Center, Ardmore, OK
- Legacy Park Amphitheatre Improvements, Lee's Summit, MO*

* Collaboration with SFS Architecture



John Hodgson CTS-D

Audio-visual / Acoustical Design Consultant

John manages and performs the design and commissioning of audio-visual systems, architectural acoustics, noise control and sound systems. John's portfolio includes 100+ projects of many types of facilities, including performing arts centers, community centers, arenas, airports, educational facilities, offices, among others. Through this work, John maintains Avant Acoustic's high standards for work and management of technical staff.

FIRM
AVANT ACOUSTICS

YEARS OF EXPERIENCE
With Firm: 10
Total: 10

EDUCATION
Bachelor of Science
University of Kansas

REGISTRATIONS
Certified Technology Specialist - Design

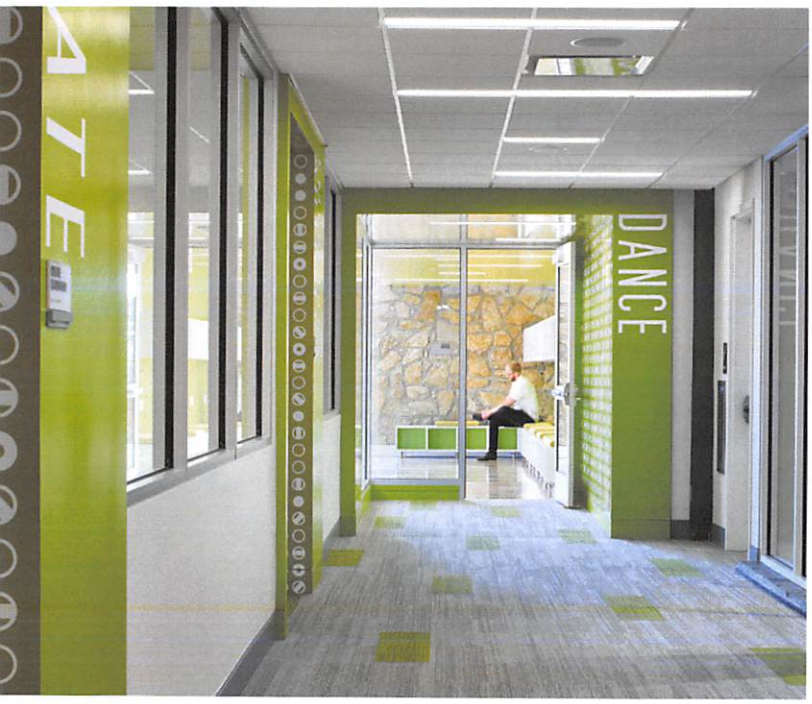
PROFESSIONAL ACTIVITIES
Acoustical Society of America (ASA)

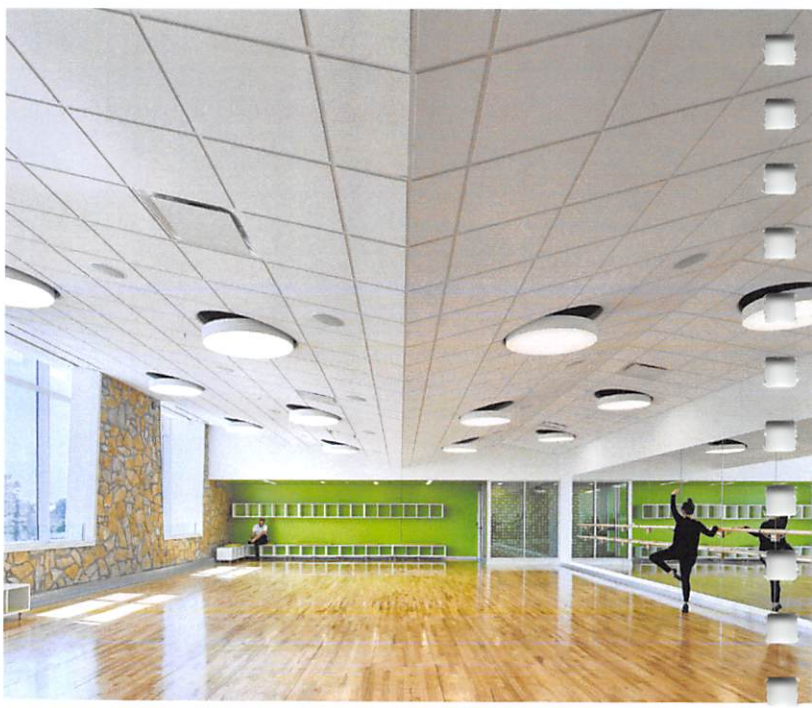
NOTABLE PROJECTS

- Johnson County Arts and Heritage Center, Overland Park, KS*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Avila University Performing Arts Addition, Kansas City, MO
- Center for the Arts, Wichita, KS
- Emporia State University Bruder Theater, Emporia, KS
- Johnson County Central Resource Library, Overland Park, KS
- KI Convention Center, Green Bay, WI
- Performing Arts Center, Liberty, MO
- Stormont Vail Events Center, Topeka, KS
- University of Arkansas Vol Walker, Fayetteville, AR
- Wayside Waifs, Kansas City, MO*

* Collaboration with SFS Architecture




DANCE



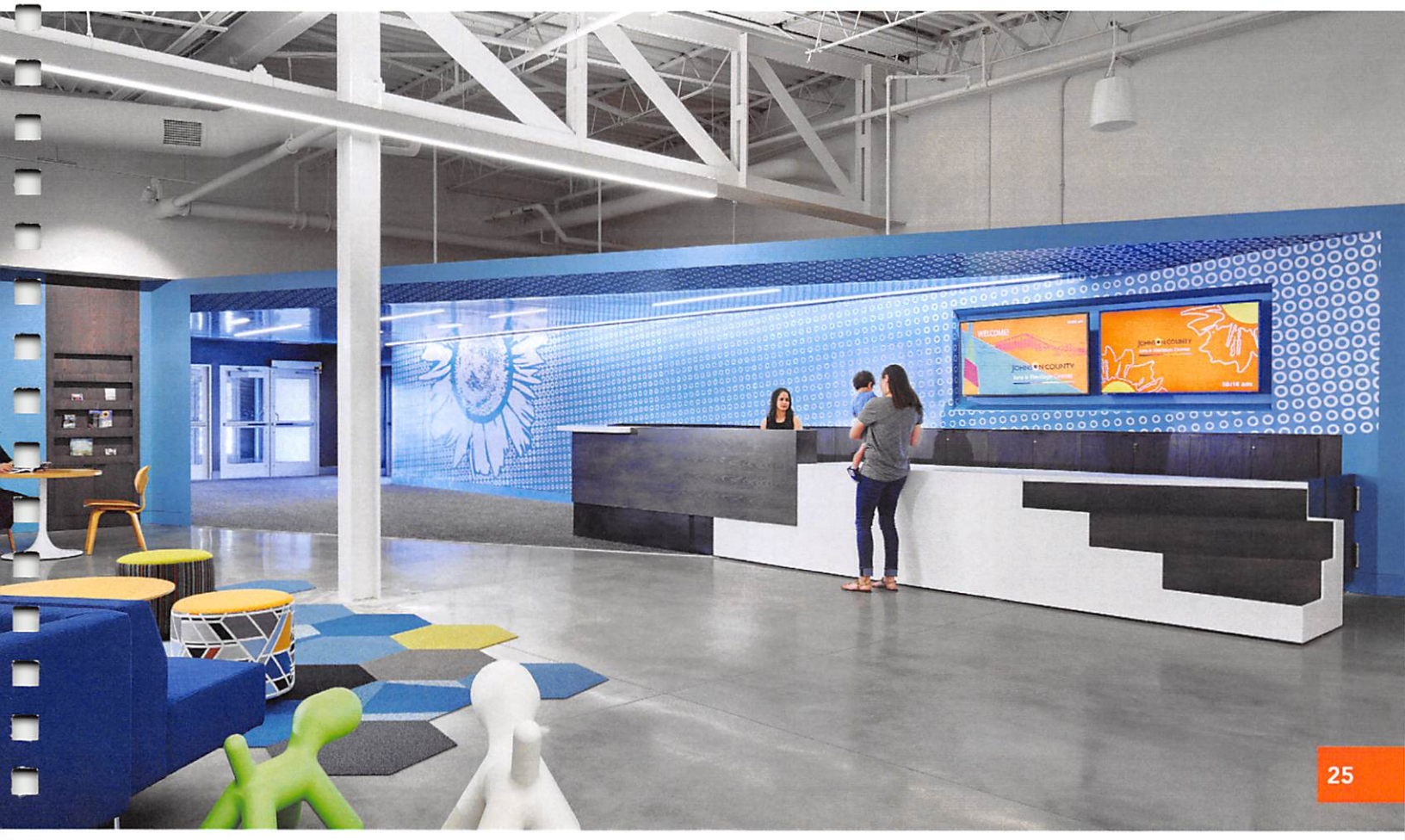

MUSEUM

03 EXPERIENCE AND QUALIFICATIONS

Unique Qualities

SFS Architecture is rich in history, long on experience and passionate about our work. Three unique qualities about our firm that stand out among all others and we believe relate most directly to Joplin's Memorial Hall Feasibility Study include the following.

1. Focus on Community Architecture
2. Stakeholder and Community Engagement
3. Design Excellence

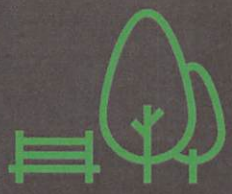


100+
Communities Served

MISSOURI + KANSAS + NEBRASKA + IOWA

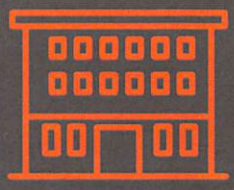
sfsarchitecture

60+



Parks / Recreation Facilities

45+



Civic / Community Centers

30+



Aquatic Centers

Experience with Civic / Community Centers

SFS has collaborated with more than 100 community agencies to plan and design facilities for playing, working and learning. Facilities include: civic centers; recreation centers; multi-purpose activity centers; event halls and community rooms; Visitor centers; cultural heritage centers; Museums, exhibits and art galleries; multi-activity fieldhouses; gymnasiums; athletic courts and turf fields; fitness centers, including cardio, weights and aerobic/dance group exercise studios to support a variety of classes; rock-climbing walls; offices and support spaces; multi-media/technology-rich meeting rooms; catering/teaching kitchens; coffee bars and cafe's; inter-generational centers; wellness centers; auditoriums; black box theaters; party rooms; art and game rooms; child watch areas; member service/library kiosks; among others.

Notable Projects

- Johnson County Arts and Heritage Center, Overland Park, KS
- Irene B. French Community Center Feasibility Study, Merriam, KS
- Krekel Civic Center at Civic Park, O'Fallon, MO
- Meadowbrook Park Activity Center, Prairie Village, KS
- Meadowbrook Park Existing Clubhouse Reuse Study, Prairie Village, KS
- Manhattan Community Centers, Manhattan, KS
- Fulton Community Recreation Center, Fulton, MO
- Raymore Recreation Park Activity Center, Raymore, MO
- Excelsior Springs Community Center, Excelsior Springs, MO
- Kirksville Community Center, Kirksville, MO
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Healthy Campus/Downtown YMCA/Community Center, Kansas City, KS
- Heckart Community Center, Sedalia, MO
- Roeland Park Community Center Concept Improvement Plan, Roeland Park, KS
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Lansing Activity Center Assessment and Feasibility Study, Lansing, KS
- Blue Springs Fieldhouse, Blue Springs, MO
- Downtown Salina Fieldhouse, Salina, KS
- Mattie Rhodes Community Center Planning, Kansas City, MO
- Wayside Waifs Pets for Life Community Center Planning Study, Kansas City, MO
- Northland Regional Community Center Feasibility Study, Kansas City, MO
- Blue Springs Community Center Feasibility Study, Blue Springs, MO
- Moore Community Center Pre-referendum Support, Moore, OK
- Northeast Community Center Feasibility Study and Sports Complex, Kansas City, MO
- Merriam Parks and Recreation Master Plan, Including Community Center and Aquatics, Merriam, KS
- Community Center Feasibility Study, Overland Park, KS
- Leawood Community Center Renovation, Leawood, KS
- Maryville Recreation Center, Maryville, MO
- Maryville Recreation Center Addition, Maryville, MO
- Community Activity Center Feasibility Study, Indianola, IA
- Senior/Community Center Study, Harrisonville, MO
- Five Community Centers, A/E Oversight Services, Kansas City, MO

Experience with Cultural Arts / Museums / Visitor Centers / Memorials

Notable Projects

- Spiva Art Center Renovation/Reuse, Joplin, MO
- Johnson County Arts and Heritage Center, Overland Park, KS
- Joshua's Story Memorial at Overland Park Botanical Garden and Arboretum, Overland Park, KS
- 9/11 Memorial, Overland Park, KS
- Veterans Memorial at English Landing park, Parkville, MO
- Black Archives Museum Conceptual Planning, Kansas City, MO
- Bluford Branch Library Heritage Gallery, Kansas City, MO
- Mahaffie Stagecoach Stop and Farm New Livestock Barn and Heritage Center Improvements, Olathe, KS
- Missouri State Fair - Coliseum Building Renovation, Sedalia, MO
- Missouri State Fair - Womans Building Renovation, Sedalia, MO
- National Frontier Trails Visitors Center, Independence, MO
- Watkins Mill Historic Woolen Mill Visitor Center, Lawson, MO
- Welcome Center Planning at Mozingo Lake Recreation Area, Maryville, MO
- Linden Square at Gladstone Village Center, Gladstone, MO
- Legacy Park Amphitheatre, Lee's Summit, MO
- Hawk Ridge Park Amphitheater, Raymore, MO
- Jewel Cave National Monument Visitor Center Expansion, Custer, SD
- Apostle Islands National Lakeshore Visitor Center, Bayfield, WI
- Wind Cave National Park Visitor Center Improvements, Hot Springs, SD
- Pea Ridge National Military Park Visitor Center Improvements, Garfield, AR
- Charles Young Buffalo Soldiers National Monument Improvements, Wilberforce, OH
- Hopewell Culture National Historic Site Improvements, Chillicothe, OH
- Wilson's Creek National Battlefield Visitor's Center and Museum, Springfield, MO
- Gateway Arch National Park Improvements, St. Louis, MO

Experience with Historic Preservation / Adaptive Reuse

SFS has extensive experience renovating, expanding, restoring, preserving and repurposing historic structures and building systems serving those structures. Experience includes historically significant buildings eligible for or listed on the National Register of Historic Places, National Historic Landmarks, National Historic Sites, National Parks, National Memorials, National Battlefields, and National Monuments, among others. Projects have required close coordination with State Historic Preservation Offices to ensure proposed design solutions, fixtures and new systems maintain the historical integrity of the structures.

Notable Projects

- Johnson County Arts and Heritage Center, Overland Park, KS
- Missouri State Fair Coliseum Building Renovation, Sedalia, MO*
- Missouri State Fair Womans Building Renovation, Sedalia, MO*
- Truman Depot Renovation and Pacific Avenue Trail, Independence, MO
- Bonner Springs Government Services Center, Bonner Springs, KS
- St. Joseph Catholic Church Restoration, Topeka, KS*
- St. Peter's Church Multipurpose Space Addition and K-8 School Renovation/Addition, Kansas City, MO
- Second Presbyterian Church Front Porch Addition and Interior Renovations, Kansas City, MO
- Lafayette City Hall Restoration, Lexington, MO *
- Perkins Building Assessment and Renovation, Coffeyville, KS*
- National Frontier Trails Visitors Center, Independence, MO
- Watkins Mill Historic Woolen Mill Visitor Center, Lawson, MO
- Reynolds Journalism Institute (Sociology Building and Walter Williams Hall Renovation/Reuse), University of Missouri-Columbia
- Cathedral of the Immaculate Conception Renovation, Kansas City, MO*
- Cathedral of the Immaculate Conception East Campus Master Plan, Kansas City, MO
- First United Methodist Church Renovation, Topeka, KS
- St. Francis Xavier Catholic Church Renovation, St. Joseph, MO
- UMB Bank Ozark Office Building (Historic Rialto Building) Renovation, Kansas City, MO
- 920 Walnut Office Building Renovation, Kansas City, MO
- Grant Hall Conservatory of Music/Department of Theater Renovation/Reuse, University of Missouri-Kansas City
- Swope Park Pool Restoration, Kansas City, MO
- Missouri State Capitol Building Window Replacement, Jefferson City, MO*
- UMB Scout Investments Tenant Improvements, Kansas City, MO
- Lutjen Corporate Headquarters Tenant Improvements, North Kansas City, MO
- water.org Global Headquarters Tenant Improvements (Historic Piper Lofts Building), Kansas City, MO
- SFS Architecture Studio Tenant Improvements (Historic Creamery Building), Kansas City, MO
- Sacred Heart Catholic Church, Emporia, KS
- Fairway City Hall Renovation (Churchill Building), Fairway, KS
- Robert A. Young Federal Building Lobby Renovation, St. Louis, MO*
- U.S. Federal Courthouse Modernization, Wichita, KS*
- U.S. Federal Courthouse Modernization, Des Moines, IA*
- U.S. Federal Courthouse Modernization, Sioux City, IA*
- U.S. Federal Courthouse Modernization, Davenport, IA*
- Leavenworth County Courthouse Renovation/Reuse, Leavenworth, KS*
- Federal Building Window Replacement, Grand Island, NE*
- Bannister Federal Complex Relocation and Disposition - NHPA/ Section 106, Kansas City, MO

*Listed on the National Register of Historic Places

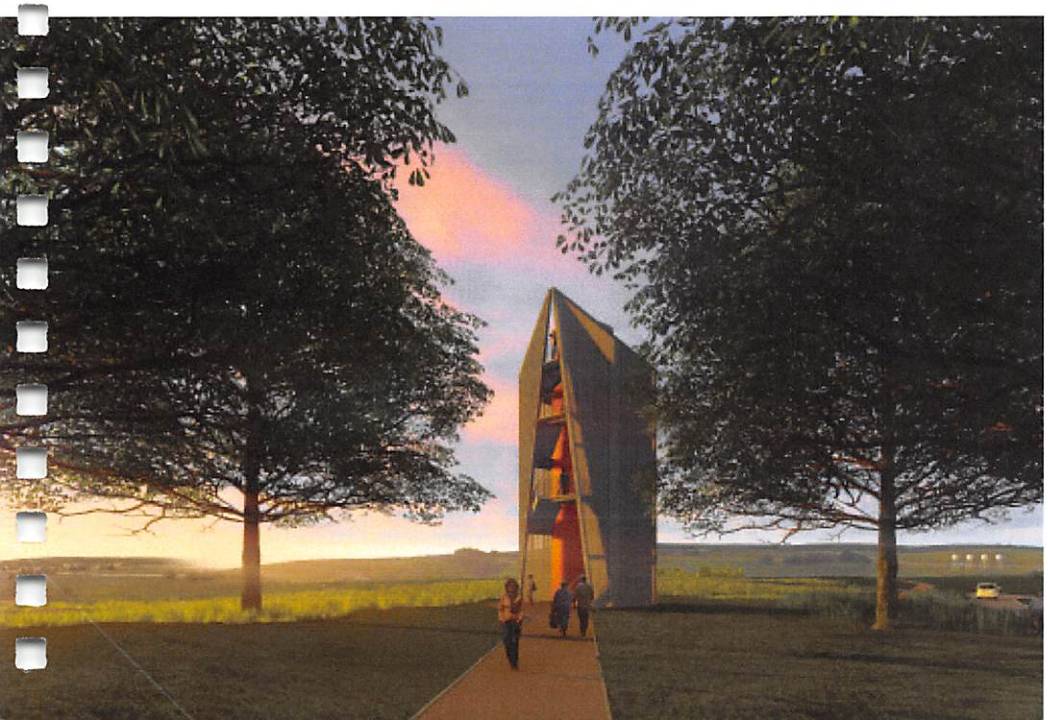


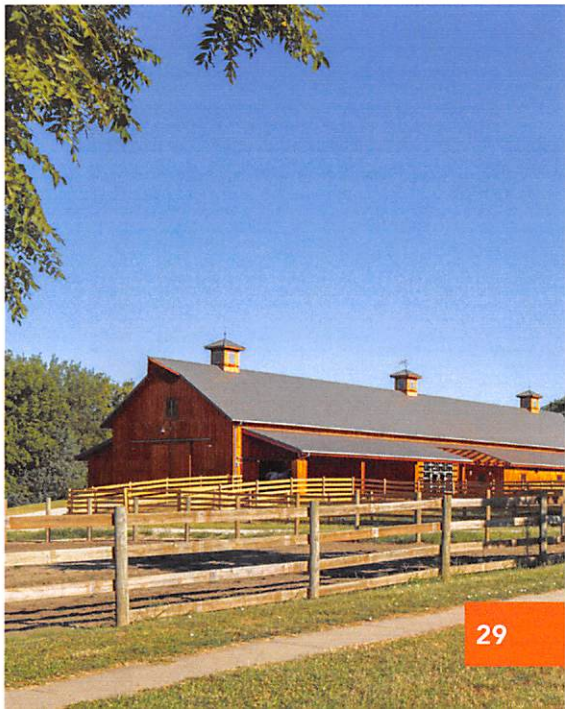
Experience with Parks and Outdoor Recreation Amenities

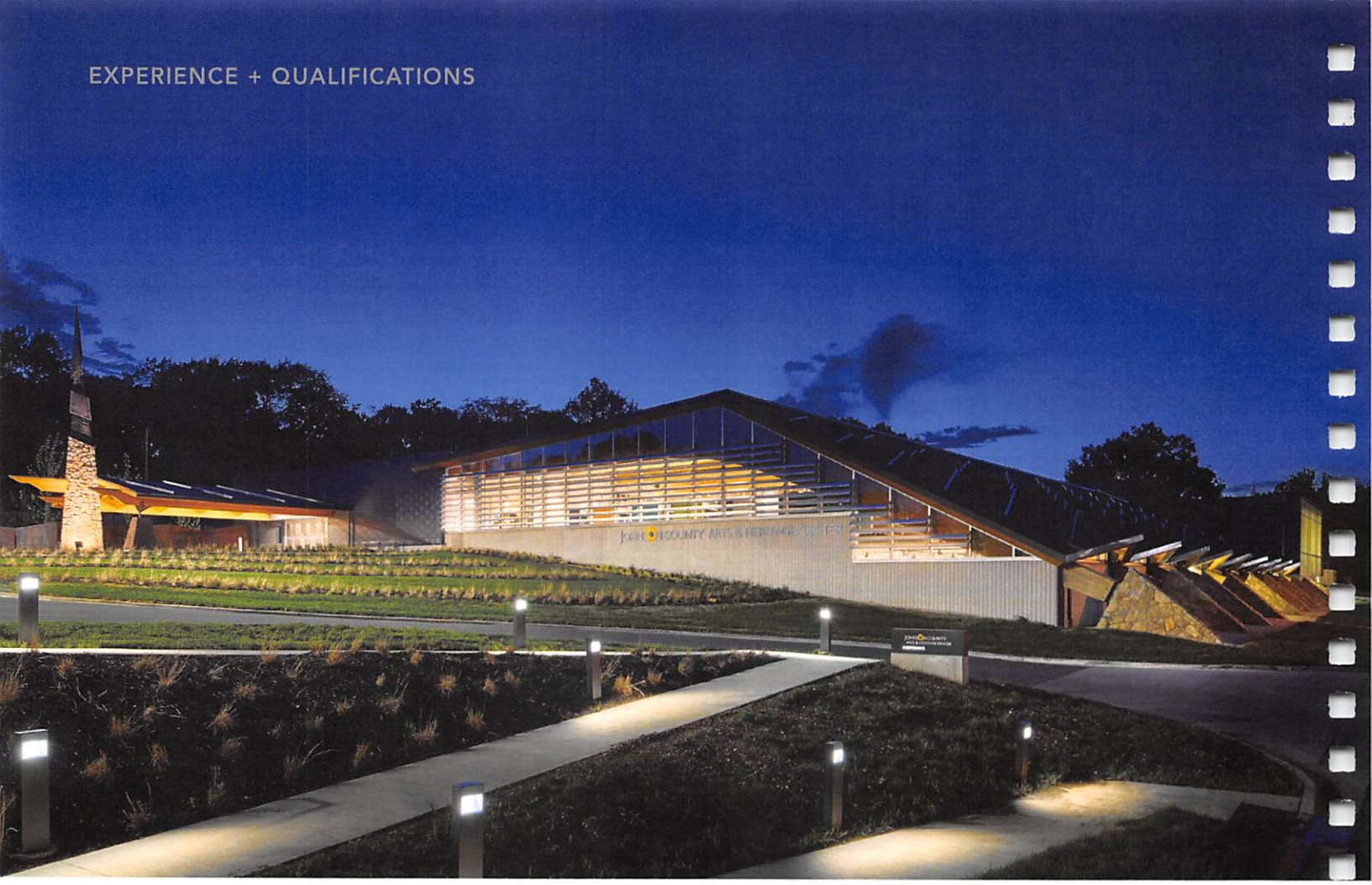
Park structures and outdoor recreation amenities designed by SFS include: spraygrounds; splashpads; indoor and outdoor playgrounds; parkland, trails and open space; picnic grounds; pavilions/shelters; restrooms; park observation areas; observation towers; amphitheaters and festival plazas; memorials and outdoor learning environments/exhibits; golf pro shops and cart barns; campgrounds; lodging and cabins; marinas; fishing piers; recreational boat docks; swim beaches; dog park amenities; livestock barns; nature centers; park trail bridges; outdoor multi-activity athletic fields; pickleball courts; tennis courts; ice skating rinks; park maintenance, equipment and storage facilities; park police stations; among others.

Notable Projects

- Blue Springs Parks Master Plan, Blue Springs, MO
- Rising Star Park Master Plan, Feasibility Study and Improvements, Platte City, MO
- Mohawk Park Improvements, Mission, KS
- Lake Olathe Park Master Plan and Phase 1 Improvements, Olathe, KS
- Cedar Lake Park Master Plan, Olathe, KS
- Civic Park Improvements, Including New Shelter, Aquatic Center Expansion/Renovation and New Civic Center, O'Fallon, MO
- New Wilder Bluff Park, Shawnee, KS
- Strang Park Improvements, Overland Park, KS
- Nall Park Improvements, Roeland Park, KS
- Stagecoach Park Master Plan and Improvements, Olathe, KS
- Maryville Parks Master Plan, Maryville, MO
- Kill Creek Park Observation Tower, Olathe, KS
- Shawnee Mission Park Improvements, Shawnee, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- West Park Master Plan, Warrensburg, MO
- Legacy Park Amphitheater Improvements, Lee's Summit, MO
- Linden Square at Gladstone Village Center, Gladstone, MO
- Ernie Miller Park and Nature Center Master Plan Update/Park Structures, Olathe, KS
- Shawnee Mission Park Administration Building Planning Study, Shawnee, KS
- Meadowbrook Park and Activity Center, Prairie Village, KS
- Parkville Veterans Memorial at English Landing Park, Parkville, MO
- Lone Elm Park Improvements, Olathe, KS
- Big Bull Creek Park Maintenance and Park Police Substation Complex, Edgerton, KS
- 9/11 Memorial, Overland Park, KS
- Mozingo Lake Welcome Center Concept Design, Maryville, MO
- Marshall Parks and Recreation Master Plan, Marshall, MO
- Marshall Parks and Recreation Master Plan Update, Marshall, MO
- Indian Foothills Park Trail System, Marshall, MO
- Merriam Parks and Recreation Facilities Master Plan, Merriam, KS
- Olathe Girls Softball Complex Restroom and Concessions Building, Olathe, KS
- 10th Avenue Park Improvements Concept Design, Leavenworth, KS
- Oregon Trail Park Renovation, Olathe, KS
- Utility Park Planning and Concept Design, Clay Center, KS
- Seneca Parks Planning/Skoch Park, Seneca, KS
- Park Maintenance Facility, Raymore, MO
- Missouri State Fair Building Improvements, Sedalia, MO
- Mahaffie Stagecoach Stop and Farm New Livestock Barn and Heritage Center Improvements, Olathe, KS
- Kansas Department of Wildlife, Parks and Tourism On-Call Contract, Park Units in Kansas
- Kansas Aquatic Biodiversity Center, Farlington Fish Hatchery, Farlington, KS
- Hillsdale State Park Cabin Prototypes, Hillsdale, KS
- National Park Service On-call Architectural Services, National Park Units in the Midwest
- Badlands National Park Campground Improvements, Interior, SD







Johnson County Arts and Heritage Center

Overland Park, Kansas

Seeking a new cultural hub for its growing population, Johnson County purchased the defunct King Louie bowling alley and ice rink with the intention of transforming the private facility into 76,000 square feet of open and welcoming space for community-focused arts education, history, performance, and dance.

Though in disrepair, the building's structural systems were beautiful and sound. Featuring long-span trusses and impressive glulam beams and timber structural decking in the ice rink, the building was well suited to the needs of a contemporary arts center.

SFS and team members enhanced the original design by emphasizing the building's inherent beauty (its undulating timber roof and limestone thrust-blocks, the porte-cochere and entry spire, the trapezoidal window openings to the billiards hall) and upgrading the entire building envelope. By replacing nearly the entire front façade with louver-shaded glass, we opened a view into the impressive vaulted ice rink space, setting the tone that this facility welcomes all in the community.

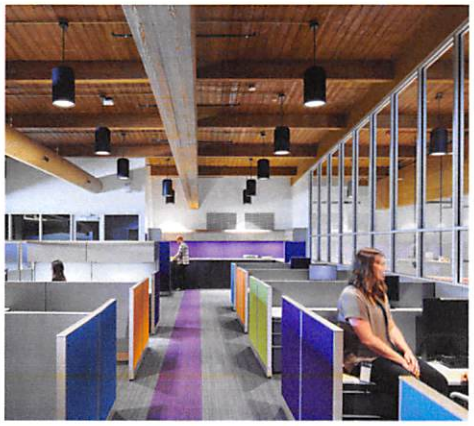
Interior program elements comprise a 6,000 SF Black Box Theatre, a 300-person event space, a new home for the Johnson County Museum, Rehearsal Studios, Art and Dance Classrooms, and office space for the County's Parks and Recreation, Theatre in the Park, and Museum staff.

Program elements were organized around a central space, the Cultural Commons, where all users interact. From there they traverse an interior landscape of steps and benches transitioning to the lower event space and theatre or look through full-height glazing over the lower-level museum and its soaring roof structure.

Striving for a neutral backdrop, finishes were kept minimal. Wayfinding is accomplished through large-scale colorful graphics featuring motifs that tie back to the historic uses of the building. The Museum, including the "Becoming Johnson County" exhibition, 1950s All-Electric house, KidScape Experience and historic White Haven Motor Lodge sign are featured in the former Ice Skating Rink. An outdoor five-piece sculpture of a mid-20th century living room by a national artist was installed at the entrance of the building.

This adaptive-reuse of a beloved bowling alley and ice rink results in a dynamic and inviting new cultural arts center for the community.







TEAM MEMBER INVOLVEMENT
SFS Architecture
Avant Acoustics
Bob D. Campbell and Company
Peerbolte Creative
Smith & Boucher

COMPLETION DATE
2017

CONSTRUCTION VALUE
$22 Million

PROJECT SIZE
76,000 SF

DESIGN AWARDS
Design-Build Merit Award - Institutional-School/University, Design-Build Institute of America/Mid-America Chapter

Merit Award for Excellence in Architecture - Unbuilt, American Institute of Architects - Central States Region

Excellence Award for Adaptive Reuse, Historic Kansas City

Capstone Award for Achievements in Real Estate - Adaptive Reuse, Kansas City Business Journal

Historical/Cultural Facility Award, National Association of County Park and Recreation Officials



Meadowbrook Park + Activity Center

Prairie Village, Kansas

SFS assisted Johnson County Park and Recreation District in evaluating alternatives for accommodating indoor community/recreation program needs in northeast Johnson County. The study involved the feasibility of renovating the existing Meadowbrook Country Club clubhouse building versus constructing a new activity center within the 88-acre Meadowbrook Park. Scope of services included review of existing program and condition assessment information, preparation of revised program and concept options for reuse of the existing clubhouse, a new activity center and stand alone pavilion including associated cost estimates. Based on the results of the planning study, it was determined that a new Activity Center would best fit the needs of the community.

Following completion of the study, SFS was engaged to provide architectural services for the development of the 88-acre Meadowbrook Park. The park is part of a larger redevelopment effort aimed at transforming the former Meadowbrook Golf and Country Club into a mixed-use community. The park will include a variety of active and passive recreational amenities. Architectural elements designed by SFS as part of Phase 1 include the grand pavilion, a restroom building and three picnic shelters. Other park elements include pickleball courts, playgrounds, open play areas, activity lawn and trails.

In addition, SFS provided architectural design services for a new 12,000 SF activity center within the park. The activity center includes several multipurpose rooms of varying sizes, a banquet/events space that can seat up to 300, a catering kitchen, a lobby/prefunction space, administrative offices and handicap accessible restrooms available to the public. It was extremely important to maintain the topography and natural aesthetic of the former golf course.

The 350 SF park restroom building is sited to minimize disruption to the natural context but also allows visibility for improved safety and security for park patrons. It includes four unisex restrooms with lavatory and toilet, changing station and child seat, a drinking fountain and skylights. A series of design options were developed for consideration, including a concrete building and a stone structure. Both options were developed to complement other park structures.







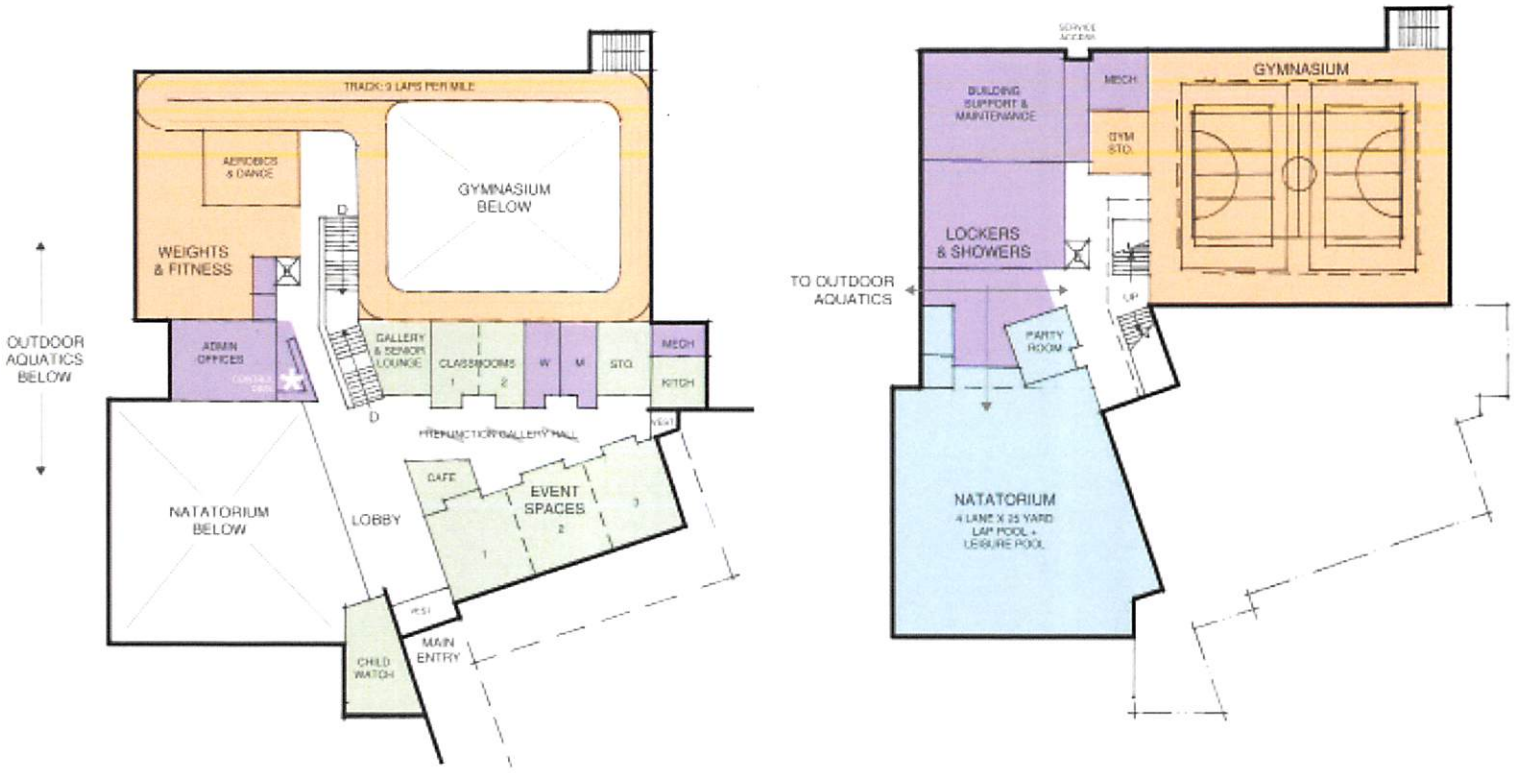
TEAM MEMBER INVOLVEMENT
SFS Architecture
Smith & Boucher

COMPLETION DATE
Summer 2019

CONSTRUCTION VALUE
$8.3 Million

PROJECT SIZE
82 Acre Park
Activity Center (12,000 SF)

DESIGN AWARDS
Capstone Award for Community Impact,
Kansas City Business Journal



Merriam Recreation Facilities Master Plan and Feasibility Study

Merriam, Kansas

Recreational Facilities Master Plan

SFS was part of a team that developed a facilities master plan for meeting the recreational needs of the Merriam community. The project included an evaluation of existing community recreational facilities: the Merriam Aquatic Center and adjacent Vavra Park, and the Irene B. French Community Center.

In addition, options for each facility were explored, including modernization to meet modern standards and codes, as well as replacement of existing facilities with new amenities. The team engaged the public throughout the planning process in a variety of ways, including a statistically valid survey, public workshops and focus groups.

Based on the planning process, the team recommended replacement of the existing facilities with a new complex in Vavra Park featuring a new community recreation center with both indoor and outdoor aquatics.

After exploring the community's interest and ability to provide both indoor and outdoor aquatic amenities as part of the new complex, funding options were explored which ultimately led to a successful referendum with minimal tax increase.

Irene B. French Community Center Feasibility Study

Subsequent to voter approval for funding new construction of a community center, the SFS team was recently engaged to perform a study on the existing historic school building that previously served as a community center. This building consists of four building periods beginning with the original 1911 school building. Later additions include the 1938 gymnasium addition, the 1951 kitchen and classroom addition and the 1989 entrance and elevator/stair addition. Because of the historic appeal of the original 1911 school building, the City desired to understand the impacts and costs related to removing later additions and maintaining the original building for potential re-purposing. This involved architectural and structural analysis to assess the physical ramifications of the removal strategy and stabilization of the original building. In addition, the SFS team performed a mechanical/electrical/plumbing analysis to determine how the remaining building will be served for mechanical/electrical/plumbing infrastructure service. A detailed opinion of construction cost was provided for the identified actions. This information will be utilized by the City to make informed decisions on the financial feasibility for re-use of this structure.





TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
2017 (Master Plan)
Ongoing (Feasibility Study)

CONSTRUCTION VALUE
To be determined

PROJECT SIZE
To Be Determined



Government Services Center

Bonner Springs, Kansas

SFS prepared a master plan for the new Bonner Springs Government Services Center including an existing facilities and site assessment, preparation of a space needs program through 2028, and development of concept plan options. Key department heads, administration and stakeholder members were interviewed to understand current and anticipated needs and the related space requirements for Police, City Clerk, Community Development, Finance, Municipal Court, Administration and support spaces.

After confirming program requirements, two viable site options were selected and evaluated for further development: a greenfield site option and an existing City owned site location (1918 school building). A public forum was held in conjunction with this planning exercise with feedback incorporated into the preferred concept design.

The preferred concept includes the adaptive reuse of the 1918 City-owned school building for the City Hall and new construction for the Police Department on the existing City-owned site. Since historic tax credits are being pursued, the adaptive reuse of the 1918 school building into a new City Hall entails the careful study of the building's original significant spaces and features so the treatment of the historic spaces and finishes meets the Secretary of the Interior's Standards for Rehabilitation.

The design of the new stair and elevator addition to City Hall as well as the new Police Facility complements the existing 1918 building yet speaks of its time. The main entrances of both buildings face a new public parking and pedestrian plaza that visually connects both facilities.









TEAM MEMBER INVOLVEMENT
SFS Architecture
Bob D. Campbell and Company

COMPLETION DATE
Fall 2020 (estimated)

CONSTRUCTION VALUE
City Hall: $7,001,876 (estimated)
Police Station: $5,330,184 (estimated)

PROJECT SIZE
29,650 SF (City Hall)
13,800 SF (Police Station)



Civic Park Improvements: Alligator's Creek Aquatic Center + Krekel Civic Center

O'Fallon, Missouri

SFS Architecture collaborated with the City of O'Fallon to plan and design improvements to Civic Park, including a new Civic Recreation Center building and the renovation/ expansion of existing Alligator's Creek Aquatic Center.

A new, 14,000 SF single-story buiding was designed to replace the existing pool bathhouse facility. It includes gathering and general spaces for reception; lobby/lounge; multi-purpose room with catering kitchen; child watch space; vending area; restrooms; and storage. Administrative offices include private offices; open office area; conference/ break room; storage and equipment room.

SFS also designed a 3,600 SF bathhouse building at Alligator Creek Aquatic Center. The new facility includse concessions and vending; shower/restroom and family changing area; staff/first aid room; and general storage.

The expansion of Alligator's Creek Aquatic Center includes a lazy river addition; redesigned pool equipment/pump room; new spray pad for small children; conversion of existing current channel to open water approximately 3-4 feet deep; and natural landscaping.

The project also involved stormwater management facilities, park shelters, playground, spray ground and the expansion or reconfiguration of the three existing parking lots as well as an overflow parking lot.







TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
Krekel Center: September 2018
Aquatic Center: May 2018

CONSTRUCTION VALUE
$7.8M

PROJECT SIZE
Krekel Center: 14,000 SF
Aquatic Center Bathhouse: 3,600 SF



Heckart Community Center

Sedalia, Missouri

The SFS team worked with the City's core team, including the construction manager, to develop preliminary plans and concept design for a new community center. As part of the planning effort, the team refined the space program (previously developed by SFS in a 2016 feasibility study), developed site and building concepts, prepared cost information and generated marketing material and images for presentation to the public prior to the August 2019 referendum, which passed overwhelmingly. Subsequent to the successful referendum, SFS provided full design services for the new facility.

The 78,000 SF multi-purpose community center is planned for a prominent downtown site and will feature facility administration space, a community events/ convention hall and commercial kitchen, the Sedalia Senior Center, child watch area, arts and crafts room, aerobics/dance studio, gymnasium with basketball/ volleyball/pickleball courts, an elevated running/walking track, weights and fitness area, party rooms and indoor aquatics.

Aquatic features include zero-depth entry, a play feature, lap lanes, diving well, a current channel, a slide and hot tub. A partnership with Sedalia High School allowed for the design of an eight-lane, 25-meter lap pool, diving well and bleachers.

As part of the project, the team also planned for a potential wellness center partnership that would add health and wellness space and a therapy pool to the center.







TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates
Bob D. Campbell and Company

COMPLETION DATE
December 2021 (estimated)

CONSTRUCTION VALUE
$20 Million (estimated)

PROJECT SIZE
78,000 SF



Excelsior Springs Community Center + Aquatics

Excelsior Springs, Missouri

The SFS team conducted a feasibility study to develop a full business plan, facility program, conceptual design and cost estimates for a new community center in Excelsior Springs. The process included market analysis, working with the City's Core Steering Team as well as a larger Citizens Committee to guide decision making, and full business planning services including operations pro forma to determine cost recovery levels for the facility. SFS also provided community interface services including on-line citizen input and public meetings/forums. In April 2014, the citizens of Excelsior Springs voted on a sales tax referendum to fund the construction of the new community center.

Following the successful referendum, the SFS team proceeded with design and construction phase services for the new community center. In partnership with the Excelsior Springs School District, the 50,000 SF center is located on a highly visible and accessible site shared with the High School, Middle School and Performing Arts Center. Program components include divisible multi-purpose community events hall and catering/teaching kitchen, intergenerational center, party room, child watch area, member service desk, offices and support space, racquetball courts, aerobics/dance studio, gymnasium with elevated walking track, weights and fitness area, and indoor aquatics.

SFS has worked with the community to develop conceptual plans for the outdoor aquatic center to be located adjacent to the new indoor aquatic facility and will economically share shower and locker facilities with the center.







TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates
Avant Acoustics

COMPLETION DATE
August 2016 (Community Center)
February 2018 (Phase 2 Aquatic Center Design)

CONSTRUCTION VALUE
$15.3 Million (Community Center)
$5 Million (Phase 2 Outdoor Aquatic Center)

PROJECT SIZE
50,000 SF Multipurpose Community Center with Natatorium

DESIGN AWARDS
Merit Award - Interior Architecture, American Institute of Architects - Central States Region; Capstone Award for Architectural Design, Kansas City Business Journal; Keystone Award for Economic Development, Clay County Economic Development Corporation; Merit Award, International Interior Design Association - Mid America Chapter; Best of KC City Center, International Interior Design Association - Mid America Chapter; Developments of Distinction Award, Urban Land Institute Kansas City; Business of the Year Award, Excelsior Springs Chamber of Commerce



Lake Olathe Park Master Plan and Phase 1 Improvements Olathe, Kansas

As part of a multidisciplinary design team led by Confluence, SFS collaborated on the development of master plans for two of Olathe's premier community parks: Lake Olathe Park and Cedar Lake Park. Through extensive stakeholder and community engagement, the master plans establish a vision for the parks and outlines phased improvements. Following approval of the plan, SFS provided architectural design services for several new park structures at Lake Olathe, including:

The Landing - This building is designed as a rentable event space for a capacity of approximately 200 people. It has a larger event space, private dining space (that can also be used as a bridal preparation space), bar, catering kitchen, and restrooms.

Marina + Beach Pavilion - This building serves the dual purpose as both access to watercraft rental and entrance to beach. The Marina building is primarily for watercraft storage. The Beach building is for admissions, life guard office, concessions and restrooms.

Beaver Shelter - This building is an existing large open air shelter. It will be renovated to better unify with the new buildings.

Beaver Shelter Restrooms - This building will provide permanent restrooms and storage, adjacent to the Beaver Shelter.

Fishing Pavilion - This building is a shelter that is on the water's edge for fishing, fish cleaning, and picnicking.

The underlying design theme of the structures is to have a common and unifying architectural character. Though each building has its own specific function, building roof forms and material applications unite them with other lake/park structures, land forms, and signage, creating an overall consistency between the architecture and the park landscape. By integrating natural, native stone, expanses of glass and openness, overlooks, decks, and pathways, the structures provide a strong visual connection to both ground and water.

Phase 1 improvements also include the construction of Cedar Creek Trail, a 2.5 mile asphalt route connecting Lake Olathe and Cedar Lake.







TEAM MEMBER INVOLVEMENT

SFS Architecture

COMPLETION DATE

Master Plan: September 2016
Phase 1 Construction: May 2019

CONSTRUCTION VALUE

$15 Million

PROJECT SIZE

378 Acres (includes 170 water acres)
The Landing/Marina Pavilion: 6,500 SF
Beaver Shelter: 3,755 SF
Beaver Shelter Restrooms: 1,154 SF
Fishing Pavilion: 1,173 SF

DESIGN AWARDS

Merit Award for Design (Unbuilt)
American Society of Landscape Architects
- Prairie Gateway Chapter



Olathe Community Center at Stagecoach Park

Olathe, Kansas

SFS was part of a multi-disciplinary team that collaborated with the City of Olathe to design a new community center in Stagecoach Park. The community center is designed to create strong relationships between interior and exterior space through site orientation, views and connecting spaces such as canopies, patios and sundecks. The architecture complements the existing fabric of the Olathe community and the natural beauty of the park as a composition of wood, stone, and glass under a sweeping curved roof.

Indoor recreation components include multi-activity court gymnasiums, elevated walking/jogging track, fitness center, aerobics and dance studios, locker rooms, and a natatorium that includes a beach-style leisure pool, flume slides, lap swimming, rope climbing, and bouldering walls. The center also includes community center administration offices, a divisible community room/event hall and catering prep kitchen, children's party rooms, a child watch area with indoor play, and a spacious lobby social space overlooking the park.

Site features include ample parking, pedestrian trail connections, adventure playground, sprayground area and adjacent patio spaces and interpretive park areas that extend the use of this facility into the surrounding park environs. Extensive design and planning efforts were undertaken to properly nestle this proposed facility and related site improvements into the existing passive park's rolling terrain, mature trees, and water features.









TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
July 2014

CONSTRUCTION VALUE
$23,584,839

PROJECT SIZE
41 Acre Park
72,000 SF Community Center

DESIGN AWARDS
Developments of Distinction Award, Urban Land Institute - Kansas City

Capstone Award for Achievements in Real Estate - Community Impact, Kansas City Business Journal

Honorable Mention, Construction Specifications Institute - Kansas City



Northland Regional Community Center Feasibility Study

Kansas City, Missouri

The SFS team completed a business plan and feasibility study for the Kansas City Parks and Recreation Department to assess the need for a regional community center in the Northland.

The team developed a detailed work plan for community engagement that utilized focus group discussions, stakeholder workshops, and community input to develop a building program that responds to the needs of the Northland community. This program was then used to develop a pro forma to determine cost recovery through potential incoming revenue and expenditures of the center.

Citizen input was gathered from both community open house meetings and a customized online community input website (Mindmixer.com). This input was used to validate and update previous studies and surveys as well as the program that was developed by the stakeholder group through the work shop process.

Two other significant components of the study included site evaluation and strategic partnership evaluation. Through our partnership discussions, we were able to identify shared needs and goals between stakeholders to potentially leverage capital and operations dollars.

The study culminated in a feasibility study report and a business plan which KC Parks will use to determine the appropriate path forward to meet the needs of the growing population north of the Missouri River in Kansas City and the surrounding areas.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
2014

CONSTRUCTION VALUE
$21.3 Million (estimated)

PROJECT SIZE
96,426 SF



UG Healthy Campus / YMCA Community Center Planning

Kansas City, Kansas

As part of the Healthy Campus Initiative developed by the UG, SFS Architecture provided site planning, program development, conceptual design and cost estimating for Block 1 of the Healthy Campus to be located between Minnesota Avenue and State Street and between 10th and 11th streets in downtown Kansas City, Kansas.

The new Healthy Campus is part of a larger redevelopment plan to create healthy amenities for residents as well as serve as an economic development catalyst for the Downtown Parkway District.

Planned elements of the Healthy Campus include a community center, parking deck and plaza, grocery store, retail pedestrian walkways, streetscape and greenspace. A cohesive design language has been developed to tie together all elements within the block.

SFS assisted the UG in exploring multiple options for a new community center to be operated by the Greater Kansas City YMCA. Because of challenges to fund construction and operations of the facility, at this time there is not an option to build a new downtown YMCA.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
2017

CONSTRUCTION VALUE
$12 Million (estimated)

PROJECT SIZE
44,951 SF



Downtown Salina Fieldhouse

Salina, Kansas

The Downtown Salina Fieldhouse is more than simply a recreation center. The new 65,000 SF indoor, multi-season, multi-sport fieldhouse not only provides much needed space for community recreation, youth and adult sports tournaments and special events, but is also projected to play a key role in the revitalization of the community's downtown district.

Based on existing information provided by the City, the SFS team conducted interactive program confirmation sessions to build consensus and develop conceptual construction costs for the new fieldhouse to be located in Downtown Salina. The team prepared schematic design options for the site and building, including a 3 dimensional model to illustrate the scale and function of the building. The team further developed materials for use in community engagement.

The layout features basketball courts convertible into volleyball courts. This space can also transform into a 20,000 SF turf area for one regulation indoor soccer or flag football field. Drop down batting cages and pitching tunnels are also featured.

Key criteria addressed in the fieldhouse design include flexibility, playability, integration with Downtown Development, sustainability, affordability, the existing program model, and other important stakeholder issues.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
August 2017

CONSTRUCTION VALUE
$7,151,721

FACILITY SIZE
65,000 SF



Columbia Fieldhouse at Philips Park

Columbia, Missouri

SFS Architecture collaborated with the City of Columbia to design a new 41,000 SF fieldhouse facility at the northern edge of the 140-acre A. Perry Philips Park.

The new fieldhouse, Phase 1 of a master plan also developed by SFS, features four athletic courts designed to accommodate basketball, volleyball, pickleball and other potential indoor sports throughout the year; an elevated walking track; three administration office suites; two multipurpose rooms; concessions; restrooms/changing rooms; and associated storage and mechanical spaces.

Phase 2 and Phase 3 are master planned to include two 40,000 SF expansions to accommodate a total of eight basketball courts, four indoor tennis courts and potentially an indoor soccer field. The expansions are anticipated to connect to Phase 1 via a designated hallway or connection point, allowing the future building(s) to be connected to the existing facility to form one control point for the entire facility.

Additional amenities will include outdoor athletic fields, shelters and associated parking.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
October 2019 (Phase 1)

CONSTRUCTION VALUE
$5.4 Million (Phase 1)

PROJECT SIZE
140 Acre Park
41,000 SF (Phase 1 fieldhouse)
40,000 SF (Phase 2 expansion)
40,000 SF (Phase 3 expansion)
121,000 SF (Total All Phases)



Historic Truman Depot Restoration + Pacific Avenue Trail

Independence, Missouri

SFS is providing design and construction documentation for the restoration of the historic Truman Depot Amtrak Station, which is known for its affiliation with President Harry Truman's Whistle Stop Tour and is listed on the National and Local Register of Historic Places. Improvements will include accessibility, physical improvements, HVAC and electrical upgrades in a manner that preserves the historical integrity of the depot and continues the current function as a train station. A new visitor center will house the Whistle Stop Museum.

In addition, a new shared pedestrian/bicycle trail along Pacific Avenue will connect the Truman Train Depot with the existing National Frontier Trails Museum Complex (also designed by SFS). The new trail will allow pedestrians and cyclists to utilize both facilities while providing an easily accessible and safe route for visiting train passengers.

All restoration measures comply with the Secretary of Interiors Standards for Restoration, State Historic Preservation Office and the Independence Heritage Commission.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
April 2020 (construction documents)

CONSTRUCTION VALUE
$434,600 (estimated)

PROJECT SIZE
2,950 SF



Historic Missouri State Fairgrounds Improvements

Sedalia, Missouri

SFS provided building condition assessments and architectural services for the renovation/restoration of three facilities at the Missouri State Fairgrounds: the Coliseum Building, Womans Building and West Campgrounds. The facilities are three of 66 structures comprising the 215-acre fairgrounds, which is a designated National Historic District and is listed on the National Register of Historic Places.

Improvements to the 4,800 SF Womans Building, built in 1910, include: roof replacement; window replacement; masonry restoration; exterior lead paint abatement; restroom renovations to improve accessibility; and upgrades to the building's electrical, plumbing and HVAC systems. In addition, SFS explored options for an elevator and stairway addition.

Renovation of the 26,977 SF Missouri State Fair Coliseum building, constructed in 1906, includes: roof, gutter and masonry repairs; brick restoration/ tuckpointing and terra cotta repair; exterior painting; replacement of exhaust fans; window and door replacement and repair; a new concrete floor; and accessibility upgrades.

Improvements to the 60-acre West Campgrounds include replacement of water service lines, lift stations and water towers serving the dump stations; replacement of electric service system and equipment,among others.

A collaborative effort among the SFS team, State of Missouri, State Fair Staff, and State Historic Preservation Office created design solutions that maintain the historical integrity of the existing structures and the overall Historic District.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Bob D. Campbell and Company

COMPLETION DATE
2018

CONSTRUCTION VALUE
$5,027,334

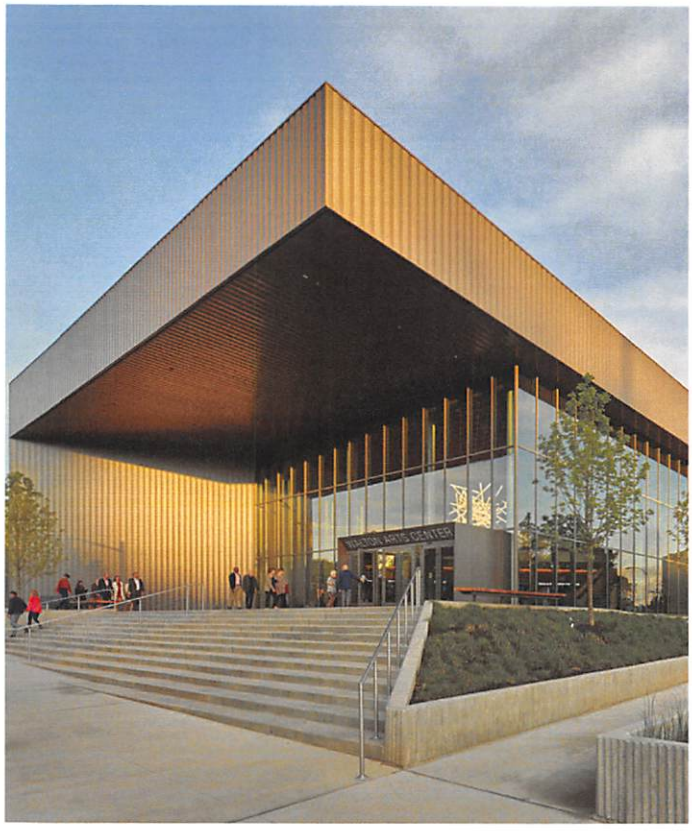
PROJECT SIZE
26,977 SF (Coliseum Building)
4,800 SF (Woman's Building)
60 Acres (Campgrounds)

DESIGN AWARDS
Preserve Missouri Award,
Missouri Preservation

Webb Mgmt / Arts and Cultural Facilities, Renovations and Reuse

Webb Mgmt has deep experience with projects that address cultural arts and civic center feasibility, cultural district development and reuse, renovation and expansion. We also have a substantial amount of experience working in Missouri.

Cultural and Civic Feasibility Analysis for Downtown Westminster, CO
Worcester Auditorium Visioning Workshop, Worchester, MA
Chateau Theatre Reuse Study, Rochester, MN
Center Theatre Renovation Study, Monroe, NC
Renovation Plan for the Peterborough Town House, Peterborough, NH
M+T Bank Pavilion Renovation Study, Baltimore, MD
Scottsdale Destination Event Feasibility Study, Scotttsdale, AZ
Needs Assessment for Pompano Beach Facilities and Cultural Programming, Pompano Beach, FL
White Eagle Hall Business Plan, Jersey City, NJ
City of Round Rock Arts and Culture Strategic PlanRound Rock, TX
Colonial Theatre Expansion Demand Study and Business Plan, Phoenixville, PA
Missoula Performing Arts Facilities Feasibility Study, Missoula, MT
Cultural Plan Update for the City of Lee's Summit, MO
Gladstone Cultural Master Plan, Gladstone, MO
Kirkwood Performing Arts Center Feasibility Study, Kirkwood, MO
Kauffman Center for Performing Arts Fundraising Strategic Plan, Kansas City, MO
University of Missouri Performing Arts Facilities Feasibility Study, Columbia, MO
St. Louis Arts Facilities Master Plan, St. Louis, MO
St. Louis Symphony Powell Hall Renovation Feasibility Study, St. Louis, MO



Walton Arts Center

Fayetteville/Bentonville, Arkansas

With facilities at capacity and a potential to develop programs and spaces that could serve regional communities and partners, Walton Arts Center (WAC) leadership hired Webb Mgmt to plan for a facility expansion project in 2012. Critical to the project was the involvement of Walmart, headquartered in Bentonville, and a potential partnership with the University of Arkansas, which needed new and improved facilities for their Fayetteville campus.

Demand for space on the part of two institutional partners, latent demand for arts programming in the region and the potential to attract new, high-quality touring product to a larger capacity theatre, led to our analysis of the feasibility of a 2,000-seat formal venue in Bentonville, a 600-seat, flexible performance space in Fayetteville and ancillary support and education spaces. Our work included a thorough market analysis, extensive review of competitive facilities, a survey of user demand and an analysis of the over-arching benefits and impacts new facilities would have on the region. Business planning also included benchmarking comparable facilities that accommodated touring activity and University arts programming.

Once the facility concept was adequately modified and affirmed, we developed detailed business plans for new facilities and WAC leadership, which accounted for utilization, rentals, management, staff expansion and more. Of particular importance was setting realistic targets for utilization of the 2,000-seat theatre by Walmart and touring groups. Our final output was a pro-forma operating budget for six years of operation of the expanded facility.



Burlington Live Event Venues Market Study

Burlington, Vermont

In 2018, Webb Mgmt was hired by the Community and Economic Development Office (CEDO) of the City of Burlington to consider whether four live event facilities, under consideration or in development, possessed the quality and capacity necessary to sustain additional arts programming in and around Burlington. One of the four development concepts was renovation of the historic Memorial Auditorium, which was being primed for operation by a private party and presentation of live events and concerts.

In considering the viability of the plans for Memorial Auditorium, we engaged local officials to learn the vision for the Auditorium and arts and culture sector, analyzed characteristics of market demographics most pertinent to arts participation, surveyed the existing supply of live event facilities and commercial touring activity in Burlington and discussed the market potential for additional touring activity with active presenters and promoters.



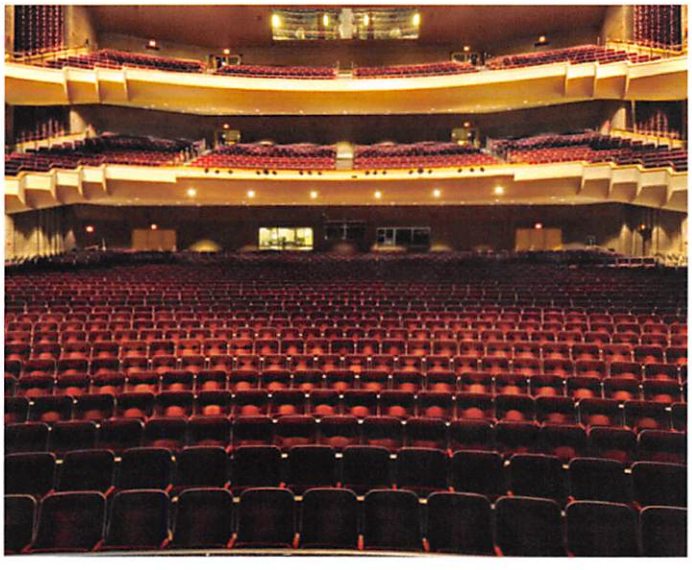
Ovens Auditorium Study

Charlotte, North Carolina

In 2015, Webb Mgmt was hired by the Charlotte Regional Visitors Authority (CRVA) to assess the future of Ovens Auditorium. The 60-year old venue had hosted over 7,000 events and served more than 9.4 million people since its opening. With 2,403 seats, it was the largest venue of its kind in the Charlotte region. However, the facility had several physical and operational challenges that needed to be evaluated.

Realizing the facility's many physical limitations, CRVA needed guidance on how to approach renovations of the Auditorium so that it could remain a viable venue in Charlotte. Our work considered the question of how the Auditorium could and should be animated and operated in the future, in terms of potential audiences, users, surrounding facilities and the broader goals of the City of Charlotte.

We provided recommendations on how existing operations might be adjusted for a renovated auditorium and developed a pro-forma operating budget to suggest how physical and operational adjustments would affect revenues and expenses over time.



Tulsa Performing Arts Center

Tulsa, Oklahoma

In 2018, Webb Mgmt, as part of a team led by Beck Design, was hired to create a master plan for the Tulsa Performing Arts Center. The study began with a review of the facility's operations, including detailed analyses of the Center's utilization; resident organization ticket buyer data, which addressed market potential for new programs and spaces; local and regional competition; and overall financial performance. Our analysis informed a vision and recommendations for renovation and expansion.

In a second phase of work, we developed an operating plan for the re-imagined Performing Arts Center, beginning with recommended adjustments to the existing governance structure as well as adjustments to operating policies and procedures. Our work product included detailed activity profiles and a pro-forma operating budget that reflected key changes related to programming, activity and operations.


FOUNDATION GYM
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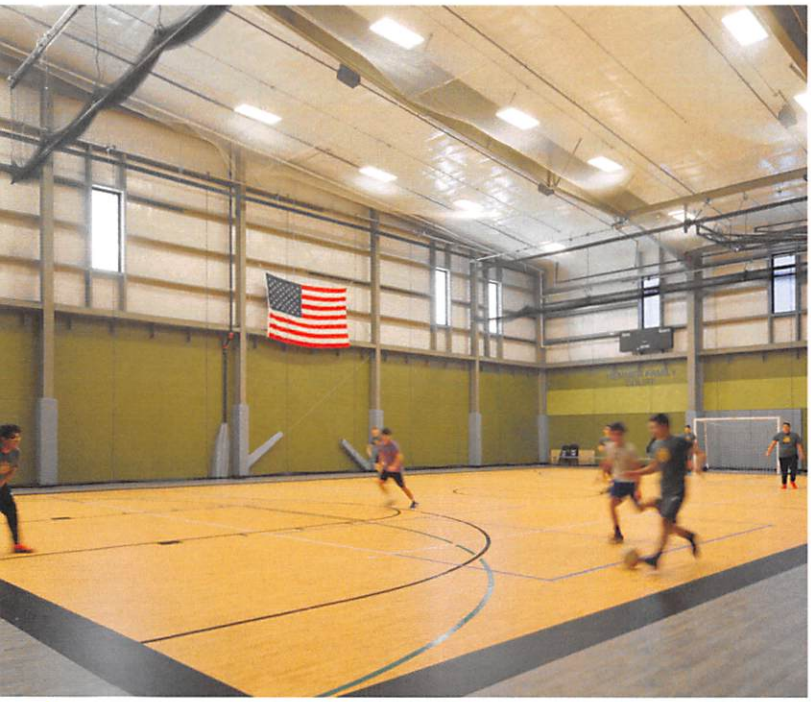
MIDDLEKAUFF FOUNDATION







04 REFERENCES

SFS has been recognized by its peers and industry colleagues for excellence in design, craftsmanship and artistry for numerous projects. This consistent level of excellence is backed by our disciplined cost, schedule and quality control process in place from the programming and design phases, to the production of construction documents, and through the construction administration phase.

The clients highlighted on the following pages can attest to our qualifications and performance with similar work as well as the strengths SFS will bring to your project, including our:

1. Ability to develop architectural solutions that respond to a client's vision and programmatic requirements with similar project types

2. Collaboration with civic leaders and other project stakeholders to envision and plan for renovated, restored and/or new facilities

3. Commitment to excellence in design, craftsmanship and artistry



PROJECT NAME + LOCATION FIRM INVOLVEMENT	PROJECT MANAGER	REFERENCE CONTACT INFORMATION
SFS ARCHITECTURE		
Johnson County Arts and Heritage Center, Overland Park, KS SFS Architecture, Bob D. Campbell and Company, Smith & Boucher, AVANT Acoustics, Peerbolte Creative	Original/Final: Brian Garvey, SFS Architecture	Danni Livingston, Director Division of Planning, Design and Construction Johnson County, Kansas 913.715.1100; danni.livingston@jocogov.org
Lake Olathe Park Master Plan and Phase 1 Improvements; Olathe Community Center at Stagecoach Park, Olathe, KS SFS Architecture	Original/Final: Brian Garvey, SFS Architecture	Brad Clay, Deputy Director of Parks and Recreation City of Olathe, Kansas 913.971.8618; bclay@olatheks.org
Meadowbrook Park + Activity Center, Prairie Village, Kansas SFS Architecture, Smith & Boucher	Original/Final: Brian Garvey, SFS Architecture	Jeff Stewart, Executive Director Johnson County, Kansas Park and Recreation District 913.826.3409; jeff.stewart@jocogov.org
New Civic Center, Park Improvements and Aquatic Center Expansion, O'Fallon, MO SFS Architecture, Ballard*King & Associates	Original/Final: Brian Garvey, SFS Architecture	Craig Feldt, Recreation Superintendent City of O'Fallon, Missouri 636.474.8101; cfeldt@ofallon.mo.us
Heckart Community Center, Sedalia, MO SFS Architecture, Ballard*King & Associates, Bob D. Campbell and Company	Original/Final: Brian Garvey, SFS Architecture	Amy Epple, Director of Parks and Recreation City of Sedalia, Missouri 660.851.7675; aepple@sedaliaparks.com
Excelsior Srings Community Center Excelsior Springs, MO SFS Architecture, Ballard*King & Associates, Avant Acoustics	Original/Final: Brian Garvey, SFS Architecture	Molly McGovern, City Manager City of Excelsior Springs, Missouri 816.630.0752; mmcgovern@ci.excelsior-springs.mo.us
Columbia Sports Fieldhouse at Philips Park, Columbia, MO SFS Architecture	Original/Final: Brian Garvey, SFS Architecture	Gabe Huffington, Park Services Manager City of Columbia, Missouri 573.874.7202; gabe.huffington@como.gov
Historic Truman Depot Restoration + Pacific Avenue Trail, Independence, MO SFS Architecture	Original/Final: Dana Gould, SFS Architecture	Terry Thomas, PE Independence Public Works 816.325.7636; TThomas@indepmp.org
Historic Missouri State Fairgrounds Improvements, Sedalia, MO SFS Architecture, Bob D. Campbell and Company	Original/Final: Dana Gould, SFS Architecture	Brad Lueke, Project Manager Division of Facilities Management, Design and Construction State of Missouri 573.751.3205; Brad.luecke@oa.mo.gov

PROJECT NAME + LOCATION FIRM INVOLVEMENT	PROJECT MANAGER	REFERENCE CONTACT INFORMATION
ADDITIONAL SUBCONSULTANT REFERENCES		
Stormont Vail Events Center **Topeka, KS** AVANT Acoustics		Matt Rockers, Director of Operations Stormont Vail Events Center 785.235.1986; matt.rockers@spectraxp.com
Presser Performing Arts Center, **Mexico, MO** Peerbolte Creative	Carl Hutcherson	Lois Brace, Executive/Artisitc Director Presser Performing Arts Center 573.581.5592; lois@presserpac.com
Liberty Center Association for the Arts, **Multiple Projects, Sedalia, MO** Peerbolte Creative	Carl Hutcherson	Courtney Wilken, Program Director Liberty Center Association for the Arts 660.827.3228; wilkenmusic@sbcglobal.net
Lee's Summit Cultural Facilities Master Plan **Lee's Summit, MO** Webb Mgmt	Duncan Webb	Joe Snook, Administrator Lee's Summit Parks and Recreation Department 816.969.1500
Burlington Live Event Venues Market Study **Burlington, VT** Webb Mgmt	Duncan Webb	Jesse Freedman, Projects and Policy Specialist City of Burlington 802.540.1035; jfreedman@burlingtonvt.gov
Tulsa Performing Arts Center **Tulsa, OK** Webb Mgmt	Duncan Webb	Mark Frie, CEO Tulsa Performing Arts Center 918.520.5715; mfrie@cityoftulsa.org
Walton Arts Center **Fayetetteville/Bentonville, AR** Webb Mgmt	Duncan Webb	Peter Lane, CEO Walton Arts Center 479.571.2770; plane@waltonartscenter.org

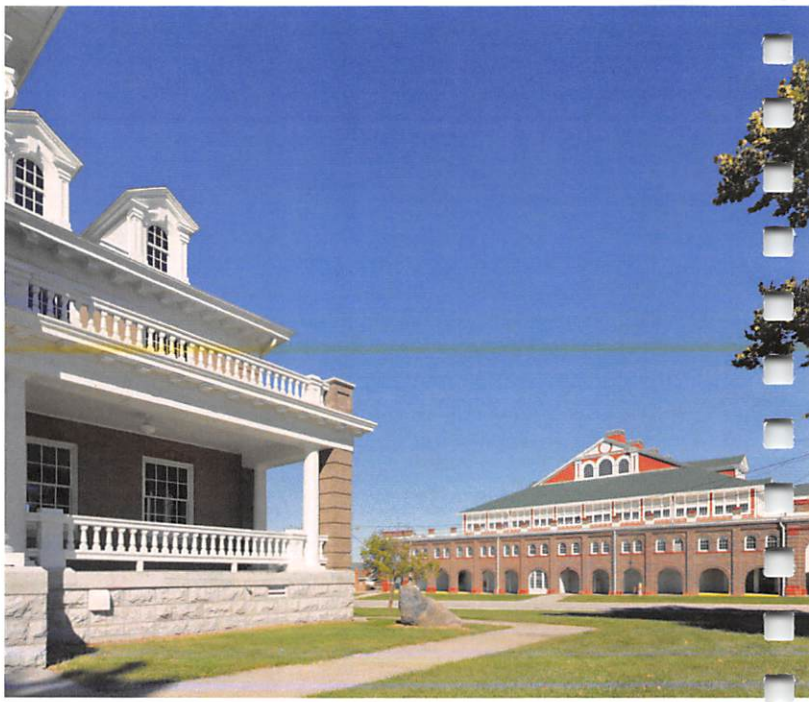
Thank you.

You accepted a difficult challenge and have clearly excelled. Please accept our gratitude for pursuing this effort with such energy, diligence and creativity! Our appreciation extends to your entire team, of course. Many thanks to everyone.

Chad Foster
Project Manager - Johnson County Arts and Heritage Center
Johnson County Facilities Management Department








CARAMEL APPLES
POPCORN
COTTON CANDY
POPCORN
COTTON CANDY
RENTALS
NO SMOKING

05 PROJECT APPROACH + TIMELINE

SFS is committed to fostering a meaningful collaboration with you and the Joplin community to complete the Memorial Hall Study. To do so, the following guiding principles will guide our work. These principles provide a framework for the process outlined herein that we have tailored to meet the specific needs you have outlined in RFP No. 2020-RFP-03.



UNDERSTAND OUR CLIENTS' WHY

We understand the primary goal of this study is to explore options for Memorial Hall to most effectively serve the needs of the City of Joplin, staff and community. Your community has previously engaged consultants to study Memorial Hall and we recognize the need to build from these as a foundation rather than start from scratch. **Our approach seeks to understand what has previously been studied and assessed, then employ efficient and streamlined stakeholder engagement while developing and evaluating a variety of concepts.** Our team offers a depth of expertise suited to this project that can be called into action as the process unfolds.

A key element of our project approach is our understanding of successful stakeholder engagement. We believe that input from a wide variety of staff and community perspectives is important to meet the unique needs of the project. We accomplish this using interviews and/or meetings to encourage open discussion, empathy, creative thinking and problem solving. We are extremely proud of the relationships we have built with our clients and equally proud of the community facilities we have helped them plan and develop. This process has been utilized to successfully assist our clients with short- and long-range planning of similar community facilities. Our goal is consensus. **The path to that goal is through meaningful connections and collaborations.**

Data Collection and Documentation

To start, the SFS Team will review previous studies, master plans and other planning endeavors related to Memorial Hall or surrounding properties. Other examples of information that is useful in understanding your project include existing building drawings, maintenance records, surveys, geotechnical data, zoning maps, utility maps, current power usage, reports, etc.

Building Condition Assessment

The SFS Team will review all previous building condition assessments and reports for pertinent information for developing informed conceptual options and accurate budgeting. If needed, our comprehensive team of experts will perform a thorough visual assessment of the entire building to evaluate physical conditions, including systems deficiencies, maintenance, accessibility and code compliance in addition to roofing, windows, building envelope, site, utility access, environmental (if needed), interior construction, vertical circulation, structural integrity, mechanical, electrical, plumbing, fire protection and life safety systems. Additional information on the operations and maintenance-related issues will be collected for analysis. Cost options for optional building assessments are included in our enclosed fee worksheet.

We utilize a worksheet developed for efficiently executing the field work and reporting our findings. This will allow the team to clearly document the physical and functional building conditions and identify and prioritize building repair and maintenance requirements. The information can be used by the City as accurate, impartial data while enabling staff to clearly understand existing property conditions and pinpoint high problem areas for current and future building improvement projects, including the future Cornell Cultural Center near Memorial Hall.

Structural Systems, Building Envelopes and Roof - The SFS Team will evaluate the building structure to identify any structural deterioration and determine compliance with standards of life safety and building code requirements. In addition, the team will evaluate building envelope items including roofs, windows, walls, doors and ceilings, to identify issues that may include assembly deterioration and water or air infiltration.

Accessibility, Life Safety and Code Compliance Review - As part of the comprehensive study, the SFS Team will review the building interior and exterior to identify any items in non-compliance with universal accessibility standards and identify other life safety and code issues that may pose a challenge to planning for adaptation of the building for future uses. Examples of these issued might include vertical circulation constraints and exiting requirements for emergency egress or path or travel.

Mechanical, Electrical, Plumbing Systems – If needed, the SFS Team will review existing maintenance reports provided by City staff relative to repairs and/or upgrades of the mechanical, electrical and plumbing systems. In addition, the team will evaluate the remaining useful life of systems and relevance in the concept options that are developed for consideration.



The findings of these assessments will be compiled in a report that includes a prioritized improvement strategy considering the program and concept options being explored for the building.

Stakeholder + Community Engagement

The SFS Team is very comfortable with and highly effective at public engagement. We feel it is best to engage the public and key stakeholders early in the process. At this point, it is best to explain the process, timeline, and opportunities for input and feedback to allow the community to provide their initial thoughts and concern. Community meetings early in a project such as this can inform program options and concept alternatives that are explored as well. We understand that older buildings carry emotional and sentimental value in their communities. We are sensitive to this but will strive to remain objective. We believe the adaptive reuse of an existing building is one of the most sustainable strategies in the building industry, but the solution must also be sustainable in the community for this to be successful. Through thoughtful community and stakeholder engagement, we will seek clarity in what the community needs, wants, and will support for the long range. The public engagement process is ongoing, but is outlined further later in this approach as well as in our proposed schedule.

Demographic and Market Analysis

A demographic and market analysis will be performed by the SFS Team. The purpose of this analysis is to identify patronage forecasts and estimate revenue capabilities of each alternative, whether it be a concert venue, cultural arts center, civic center, sports venue, memorial park or a combination of amenities. Important facets of this analysis include developing service areas for the new community facility alternatives, analyzing demographic characteristics of said service areas, and overlaying participation rates from the National Sporting Goods Association (NSGA) and the National Endowment of the Arts (NEA). It is important to note that the identification of service areas will be completed working in conjunction with various project partners and using the most current demographic information available.

The market analysis includes aspects of GIS planning through the plotting and mapping of age group distribution, median age, household income, market potential index and population trends. The focus is the completion of the competitive market analysis where the team will identify, review and visit each alternative service provider that exists in the identified service areas. This step of identifying potential competitors, including existing City-owned concert venues and civic centers, in the service areas is an important step when providing recommendations about similar components and the subsequent size of said components. Facility and program specific information is collected for developing an inventory matrix of facility components, fees and charges and programs. This information is also plotted on a map with corresponding service radius to help identify and visually review the saturation of existing service providers in Joplin.

Webb Mgmt will analyze the characteristics of the market demographics specific to arts participation, survey the existing supply of live event facilities and commercial touring activity in Joplin, and assess the market potential for additional cultural arts facilities.





EXPLORE POSSIBILITIES

Facility Programming

A variety of program options will be explored for Memorial Hall. We propose a workshop to review previously identified options to fully understand the background and key issues of each prior to our team developing concepts. Through this discussion there is much to learn and discover even before concept plans are created. Additional options to explore may arise and others might fall away allowing resources to be focused where the most value can be gained.

Partnerships + Alternative Funding Sources

The SFS Team will initiate preliminary discussions with the City regarding established and potential strategic partnerships to determine synergistic program opportunities. We will look at realistic partnering opportunities and assist in the determination of cost/benefit, participation/use levels, image perceptions and management structures of those partnerships.

Across the country, agencies are looking beyond traditional funding mechanisms and toward the use of alternative funding and partnerships to realize improvements and programming for public agencies. Through our team's extensive experience with community facilities, we will identify various other successful models where alternative funding and multi-jurisdictional funding have been used.

Given the age and historic nature of Memorial Hall, leveraging the federal historic tax credit program may be considered to recover some specific costs. The process of designing, pursuing and documenting projects for the historic tax credit program is a tedious and detailed process requiring a thorough understanding for success. Our team is currently involved in multiple projects utilizing this program and is knowledgeable in the considerations that need to be made if this is a possibility.

Conceptual Design: Exploring and Evaluating Options

We believe the best way to truly engage our client in a process of informed decision making is by exploring multiple options in a visual format. The SFS Team will develop concepts for the reuse of Memorial Hall and park alternatives as described in the RFP at a minimum but are always willing to look at other concepts as the process unfolds.



By reviewing a wide variety of schemes and features, we begin to understand which solutions best fit the needs and character of the Joplin community and the preferred direction will be clarified. As each solution is explored, we will ask:

- *Does it accommodate the needs of partner agencies?*
- *Does it maximize program opportunities?*
- *Does it capitalize on the unique circumstances in Joplin?*
- *Does it fit with other community strategies and initiatives?*
- *Does it meet operational and budget parameters?*
- *Does it promote the character, goals and aspirations of the community?*
- *Does it provide flexibility for growth and trends in the community?*
- *Does it meet goals for sustainable design and operations?*

The answers to these questions and more will help the project stakeholders evaluate and make critical decisions on which solution will best serve the needs of the Joplin community.

Visualization Tools

Our team uses state-of-the-art technology to communicate, collaborate and execute. Throughout the planning process, we employ a variety of tools that help to visually communicate design concepts, including site plans, floor plans, renderings, animations, and virtual reality models. From the early stages of our process, we engage the project team and stakeholders in virtual explorations of the project. In our workshops, we explore ideas for site and building options in real-time – viewing the project from all angles and perspectives which enables the project team to make decisions with greater understanding and confidence. The refined concept design model can then be used as a dynamic way to help educate stakeholders and donors about the project.

Public Participation and Community Input Process

We believe a key to achieving consensus is a proactive and clear presentation of project information beginning early and continuing throughout the process. We take pride in being adept at engaging the public to allow everyone the opportunity to be authors in the story of their community. The SFS Team proposes the following community engagement process starting early and will continue throughout to ensure understanding, empathy, collaboration, and consensus. We will work closely with your core project team to confirm this process is consistent with your goals for outreach and transparency.

Meetings are the traditional cornerstone of the public engagement process, but we have had to be flexible and creative recently to stay relevant in uncertain times. Due to limitations on physical public gatherings, we have utilized new methods for successful public engagement such as GoToWebinar, GoToMeeting, Zoom, FaceBook Live, and other virtual meeting and presentation platforms. We have been utilizing online virtual meetings for almost a decade for internal coordination so our familiarity has allowed us to comfortably facilitate meetings, interviews, discussions from early in the project design phases all the way into the construction phase without missing a beat. We have found that attendance may actually increase over physical meetings due to the flexibility virtual engagement allows.

We would propose to hold a public meeting approximately every 3 to 4 weeks during the process. At this time, we assume these will occur virtually. If it is safe to do so and we feel the public will engage, a traditional or hybrid physical/ virtual public meeting is also viable.

Topics of the public meetings we envision for the Memorial Hall project are as follows:

Meeting #1: Town Hall *

GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.
** This meeting is intended to occur early during the - "Understanding the 'Why'" - phase of our process.*

- Introduction to the Process and Schedule
- Questions, Concerns and Open Discussion
- Preferencing Exercises
- Next Steps

Meetings #2 and #3: Public Presentation and Feedback

GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.

- Review Process and Schedule
- Present Preliminary Program Options and Concepts (Meeting #2)
- Present Program and Concept Refinement (Meeting #3)
- Public Q&A

Meeting #4+: Governing Body Presentations *

GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.
** This meeting is intended to occur during the - "Land Where it Makes Sense" - phase of our process.*

- Review Final Concept and Associated Draft Report
- Gather Feedback from Governing Bodies
- Public Comments (as allowed)

We propose to create a project website where ongoing updates to the process, concepts and options may be shared and insights gained. We leverage online survey tools such as SurveyMonkey to gather open-ended input from the community on a variety of topics. While this is not considered a statistically valid survey, our experience has shown that it is a highly valuable and relevant tool for community feedback.

Focus groups are an effective means to understand specific issues, needs and concerns of a particular user or stakeholder group. The SFS Team will assist the City in identifying participants for focus group meetings to maximize value and potentially resolve specific issues or concerns. The focus groups will identify their vision, values, and key issues providing insight from their unique perspectives. **It is important for key stakeholders to understand a variety of perspectives. This will cultivate a more robust understanding of the project goals and result in the most holistic solution.**

methodsofengaging



Budgeting and Cost Opinions

We cannot emphasize enough that early and ongoing budgeting is critical to the success of any project. A thorough draft of a comprehensive project master budget should not just include the cost of construction but estimates of all foreseeable soft costs and hard costs, too. Through our work with various types of clients on a wide variety of projects, we have developed project master budget worksheets to help our clients be real in truly understanding project costs and put them in a proactive stance for implementation.

The SFS Team utilizes our internal cost database supplemented by a cost estimating consultant to develop opinions of probable construction cost for design options. We seek feedback through a variety of construction trade partners to help validate costs as more detail is developed and frequently maintain the overall project master budget.

LAND WHERE IT MAKES SENSE

As the SFS Team explores opportunities with the project stakeholders, seeks a wide range of public opinion through various means and methods, and analyzes the financial estimates, we will work with you to find the right path for the project. Based on the information gathered to date, the team will agree on one or two concepts to proceed with more detailed programming, design and cost information will be generated to confirm the recommended concept.

To confirm we have made informed and appropriate decisions, we will seek public input on the selected concept that can be used to inform the future design development if the project moves forward to implementation. Landing where it makes sense is the logical conclusion and expected results of a thorough and comprehensive due diligence process.

Operational Pro Forma

We advocate balancing your service objectives with revenue considerations. We believe good community and park facilities offer "something for all" yet should be planned to minimize subsidy requirements. Making patron utilization projections a visible part of the early planning process can help decision making. The SFS Team has the necessary resources to develop detailed and accurate operations and maintenance projections for concert venues, civic centers and park facilities. Some of the focus areas include market analysis, operational feasibility analysis of program elements and operational pro-forma listing detailed budgets for expense and revenue projections, staffing, operating hours and scheduling, attendance estimates, fee structures and maintenance plans.

Our base scope will include a thorough demographic and market analysis performed by Ballard*King with input from Webb Mgmt. Once a direction is chosen for a concept option to be developed, our team will develop a detailed operation pro forma looking out a minimum of three years of projected expenses and revenue.

Phasing and Implementation

It is important for the results of any feasibility study to be realistic, actionable and achievable. We will work with your team to outline appropriate phasing of the project.

ENSURE SOUND EXECUTION

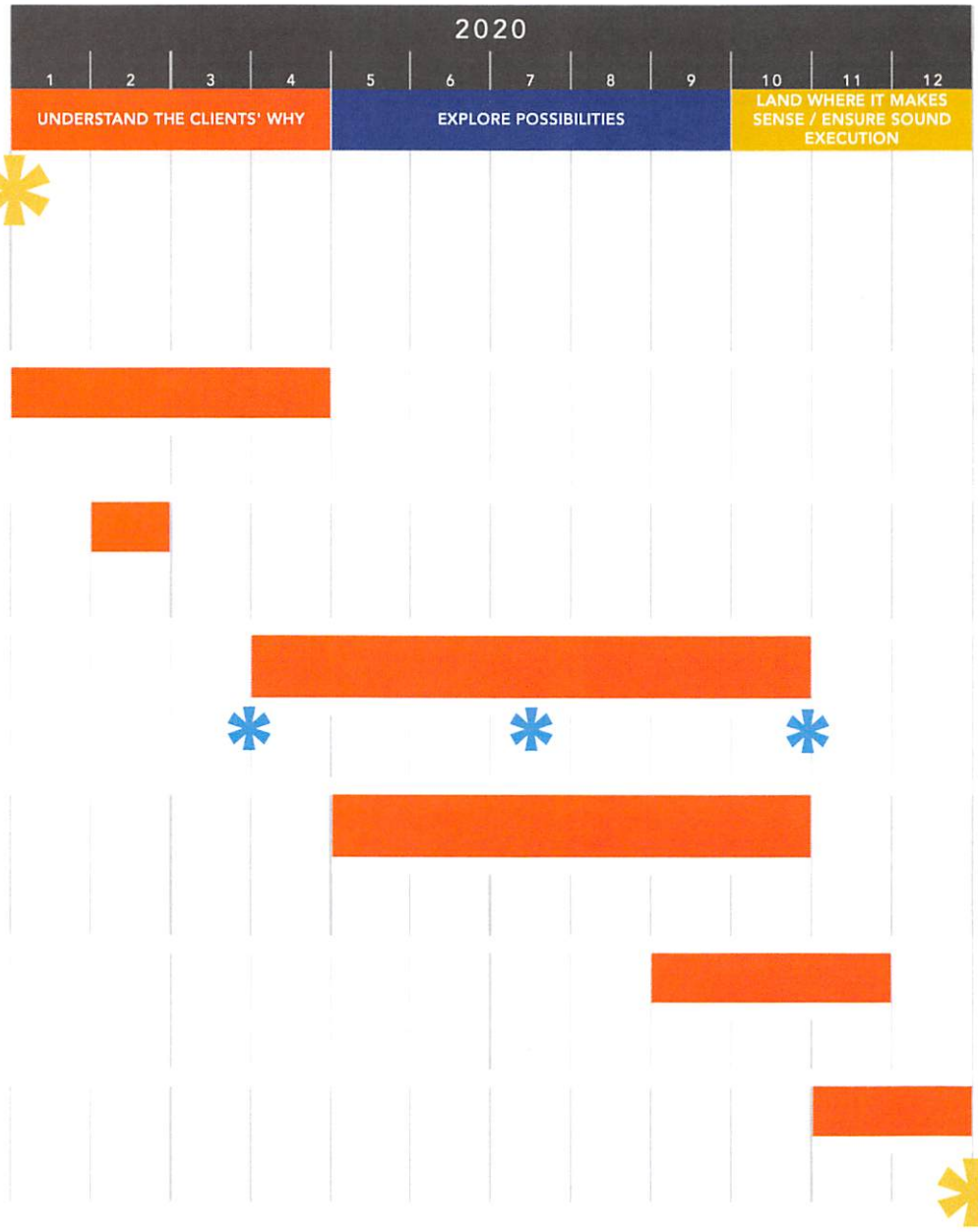
A recommendation is thin and hollow if we fail to convey why and how we got there. The final report will document the feasibility study including market analysis, demographic analysis, operational information, assessments and recommended concept. It will also include conceptual options and phasing options considered as well as the master budget estimated for the total project cost. In addition to the results of the study, it is equally important to document the process and feedback from the community. This is imperative in demonstrating to City leadership our due diligence in preparing a comprehensive feasibility study. Following receipt of comments on the draft, SFS will finalize, submit and present the results of the Feasibility Study to the City of Joplin.

Meeting the current and future community needs of the City of Joplin and those who will use the facilities are the results our approach seeks to achieve. Your knowledge will be very beneficial to the SFS Team in creating a complete understanding of the unique circumstances in Joplin. Combined with our knowledge of community and park facility needs, as well as creative planning solutions, this will result in a road map for success.

Proposed Schedule

A preliminary Schedule, based on the process outlined herein, is provided below. The schedule indicates milestones for stakeholder and community engagement. Please note that our schedule and project approach are based on our current understanding of your project and can be refined and adjusted as necessary following discussions with your team. We are prepared to begin the project upon Notice-to-Proceed.

Scope of Services



PROJECT KICK-OFF
- Project vision, goals, objectives
- Confirm workplan/scope
- Confirm participating agencies and partners
- Confirm time frames
- Confirm public input process requirements
- Identify potential primary and secondary services
- Setup project website

DATA GATHERING
- Gather/review existing studies and program information
- Conduct demographic/market analysis
- Explore partnerships and funding opportunities

BUILDING ASSESSMENT
- Structural assessment
- Building systems assessment (if needed)

ACTIVE COMMUNITY ENGAGEMENT
- Town hall meeting
- Public presentations and feedback meetings
- Community survey (online)
- Focus group discussions
- Preferred direction

PROGRAMMING AND CONCEPTUAL DESIGN
- Prelimary program options
- Preliminary concept diagrams
- Ongoing budget estimating
- Selection of preferred concept
- Concept and budget refinement

OPERATIONS PRO FORMA
- Establish final operating criteria
- Draft pro forma
- Review and discussion
- Final pro forma

FINAL REPORT
- Document planning process
- Document options considered
- Document final recommendations
- Prepare final graphics

STAKEHOLDER ENGAGEMENT

✱ Denotes potential stakeholder engagement meetings, presentations, etc.

ADDITIONAL REVIEW MEETINGS AND PRESENTATIONS AS NEEDED

06 PROJECT COST

Proposed Scope and Compensation

Base Scope Summary

SFS proposes the base project scope summarized below based on our proposed approach, process, and timeline for professional services:

- Virtual meetings as needed with the City and Stakeholders to discuss the project and review progress
- Up to six (6) meetings in person or virtually as conditions allow for public engagement and focus groups
- Creation and maintenance of a project website and use of the SFS SurveyMonkey tool
- Building structural assessment, life safety, code, and compliance review of existing building and surrounding site
- Demographic and Market Analysis
- Project master budget consulting and opinions of construction costs
- Conceptual design
  - Program options development
  - Concept plans and diagrams as needed to convey options for consideration
  - 3D massing studies, as needed
  - Narrative descriptions as needed for concepts and recommendations
  - Concept refinement (plans, 3D, aerial rendering)
  - Cost opinions for renovation or new construction work
- Operations pro forma showing financial projections of the selected concept
- Draft and final feasibility study
- Presentations as needed to Governing Bodies

We anticipate the fees for this BASE SCOPE of professional services to be in the range of $120,000.00 to $165,000.00 inclusive of all anticipated project-related expenses. The final cost of the professional services on this project will be determined by the following variables:

Final Scope. Review, discuss, and confirm the project scope with the key decision maker(s) at the City of Joplin to verify all goals and objectives are being adequately addressed.

Reimbursable Expenses. Project-related expenses will be identified in the final scoping of the project and billed as a reimbursable cost at 1.1 times the actual cost to the SFS Team. The proposed range above includes an allowance of $5000.00 for expenses such as travel/lodging expenses, reproduction, shipping, postage, and other direct expenses.

Economy of Scale. If the SFS Team is selected to provide professional services for both the Memorial Hall and Ewert Pool studies, there are efficiencies in having a consistent team that should reduce the combined fees of the two studies.

Alternative Scope Options indicated below are excluded from our proposal. We can work with the City to provide the cost of these items to bring additional value to the process if needed.

- Additional financial pro formas performed by Ballard*King;
- Building systems assessment (M/E/P/FP systems) performed by Smith & Boucher Inc;
- Geotechnical explorations performed by Olsson;
- Topographic and boundary surveying performed by Olsson;
- Environmental Assessments performed by a third party that is to be determined.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

SFS Architecture
2100 Central Street, Suite 31
Kansas City, MO 64108
(816) 474-1397

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2020-RFP-03 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated May 29, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit A.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit A.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. The City agrees to pay the Consultant an amount not less than $120,000.00, but not to exceed $165,000.00 for the Memorial Hall Study as set forth in Exhibit A.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may,

without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not

limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. General Commercial Liability: The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

Professional Liability: The Consultant shall 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 of any subcontract thereunder (the Consultant hereby assumes full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
SFS Architecture

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020-516 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the upcoming sales tax renewal timeline.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney