JOPLIN CITY COUNCIL
REGULAR MEETING
MONDAY, AUGUST 3, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00
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

AMENDED AGENDA

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. Kenneth Meisinger, One Joplin Neighborhood Council- 705 Illinois Ave., Would Like To Speak On Safe And Healthy Neighborhoods

   2. Brian Evans, 4308 W. 28th Place, Joplin, Wants To Speak On The Effect Of The Mask Ordinance On Local Small Businesses.

   3. Stephen Evans, 3303 S. Moffet Ave. Joplin, Wants To Speak On The Mask Mandate.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-268
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property located 902 W. 26th St., City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-268 MINUTES.PDF
      CB 2020-268 SUMMARY.PDF
      CB 2020-268.PDF
      CB 2020-268 STAFF REPORT.PDF

3. COUNCIL BILL NO. 2020-269
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2701 S. Virginia Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-269 MINUTES.PDF
CB 2020-269 STAFF REPORT.PDF
CB 2020-269 SUMMARY.PDF
CB 2020-269.PDF

8. Consent Agenda

1. Minutes Of The July 20, 2020 City Council Meeting.

Documents:

MINS. JULY 20, 2020.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-147
AN ORDINANCE approving an agreement and work authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan; 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:

OLSSON MASTERPLAN UPDATE WORK AUTHORIZATION GS.PDF
CITY OF JOPLIN STORMWATER MASTERPLAN AGREEMENT-SIGNED-SIGNED.PDF
20-07-07_CITY OF JOPLIN STORMWATER MASTERPLAN WORK AUTH AND SCOPE-SIGNED.PDF
OLSSON MASTERPLAN UPDATE WORK AUTHORIZATION CB.PDF

2. COUNCIL BILL NO. 2020-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2016, 2017, and 2018 HOME funds in the total amount not to exceed $459,900.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-404 CONTRACT.PDF
CB 2020-404 SUMMARY.PDF
CB 2020-404.PDF

3. COUNCIL BILL NO. 2020-507

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-507 SUMMARY TIF FUNDING AGREEMENT.PDF
CB 2020-507 TIF FUNDING AGREEMENT ORDINANCE.PDF
CB 2020-507 EXHIBIT A TIF FUNDING AGREEMENT.PDF

4. 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; and containing an emergency clause.

Documents:

CB 2020-518 SUMMARY 32ND STREET PLACE CID.PDF
CB 2020-518 ORDINANCE APPROVING 32ND STREET PLACE CID.PDF
CB 2020-518 EXHIBIT A CID PETITION.PDF
CB 2020-518 BLIGHT STUDY 32ND ST PLACE CID.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-005
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

SUMMARY_CB2020-005_ETHICS - READOPTING CHAPTER 2_SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2020.PDF
CB2020-005_ETHICS_RE-ADOPTION SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2020.PDF

2. COUNCIL BILL 2020-141
AN ORDINANCE approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater Project (TS0612); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

MNA PEDESTRIAN CROSSING AGREEMENT GS.PDF
CITY OF JOPLIN PEDESTRIAN CROSSING 7-23-20.PDF
PEDESTRIAN CROSSING LOCATION MAP.PDF
MNA PEDESTRIAN CROSSING AGREEMENT CB.PDF

3. COUNCIL BILL NO. 2020-149
AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination.

Documents:

ILLICIT DISCHARGE UPDATE SUMMARY SHEET.PDF
AMENDED ILLICIT DISCHARGE ORDINANCE FINAL DRAFT 7-27-20.PDF
ILLICIT DISCHARGE UPDATE CB.PDF

4. COUNCIL BILL 2020-151
AN ORDINANCE approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

AMA LONE ELM WORK AUTHORIZATION GS.PDF
COMPLETE JOPLIN CONSTRUCTION WORK AUTHORIZATION MURPHY BLVD.PDF
EXHIBIT.PDF
AMA LONE ELM WORK AUTHORIZATION CB.PDF

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

13. **Unfinished Business**

14. **New Business**

1. Set The Public Hearing Date For The FY2021 Proposed Budget For August 17, 2020.

2. Set The Public Hearing Date For The 2020-2021 Property Tax Rate For August 24, 2020.

3. Health Dept. Update/Discussion Of Covid-19 Recovery Plan.

4. News From Public Information Officer Lynn Onstot.

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.

CB 2020-268

Case 028-20: 902 W 26th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 902 W. 26th St. – Dylan Coonrod

Mr. Eastman abstained himself from this case.

Dylan Coonrod, 902 W 26th Street, Joplin, MO. He is working with a Doctor that has a son going to the medical school and he would like to build some duplexes close to the medical school to provide housing for the students. The original plan was to build four (4) individual houses but the regulations on the lot size states that cannot be done. He would like to build duplexes. Brick fronts, one car garage, custom cabinets, stainless steel appliances, 3 bedrooms, and 2 baths.

Mr. Ramsour wanted to know if the entrance would be off Connor?

Mr. Coonrod stated the entrance would be off Connor.

Mr. Kimble stated that he noticed near the corner of 26th and Connor there is a lot of cement and debris piled up on one of the parcels. Is that on your property?

Mr. Coonrod stated that he was not for sure. He had not been over then in a while. He did know that they were going to bring debris and other fillers. This is to level out the ground.

Mr. Kimble wanted to know that since you're only having a one car garage, will the driveway be able to accommodate more than one car? Will there be space for two or three cars?

Mr. Coonrod stated there will be fencing which will be around the whole property, with common areas for each of the units.

Mr. McCullough asked how many off street parking spaces was going to be available?

Mr. Coonrod stated there would be two (2) off street parking spaces, plus the driveway area.

Mr. Ramsour asked the Commissioners if they had any other question for Mr. Coonrod? There were not. Is there anyone who would like to speak in favor of this case? There were not. Is there anyone who like to speak in opposition of this case?

Duncan Park, 2612 S. Jackson Avenue, Joplin MO. This is a disappointment; we are already facing rental units that have gone in this neighborhood since the reconstruction after the tornado. The reconstruction has upgraded the community. There are 4 to 5 vehicles up the driveways and up the street. Sometimes blocking the sight of cars coming down the road. We have children in this neighborhood, and they can't see if cars are coming or not. Someone will get hit. Mr. Park asked the question "What is the difference between the zonings?"

Mr. Stanton explained that District R-1 is for single-family homes. No duplexes can be built with the R-1, zoning. District R-2 is Two-family Residential, which permits for both duplexes and single-family home.

Mr. Park mentioned that his concern would be if the project didn't work out for whatever reason, and be sold, would the rezone property be used for what has been described. Could it be used to include larger buildings?

Mr. Stanton stated that if the property is rezoned and sold its only use would be either Single-family or duplexes. There is an off-street parking requirement of at least two (2) spaces per unit.

Mr. Park also stated that he has one other concern and a question. He wanted to know if this opens the door for those who have lots still available in the vicinity of this lot to more easily gaining approval for duplexes.

Mr. Ramsour stated that essentially, we look at one case at a time. There isn't a blanket coverage, one case at a time, one lot at a time, and one zoning case at a time.

Mr. Stanton stated there are a few things we look at when we analyze these cases. One is the Comprehensive Plan and the future land use map that accompanies that. Both of those documents are a guide for the Planning Department and the Planning Commission.

Mr. Ramsour stated that are five (5) written protest petitions from property owners in that neighborhood. Each one of the Commissioners has a copy of your protest.

Deborah Park, 2612 S Jackson Avenue, Joplin, MO. She mentions that we were given restrictions applicable to the lots in the Baricliff addition. The City does not consider all these restrictions, but while building our house it mattered. All the decisions we made were regulated by these restrictions. It is important that all the neighbors had taken these restrictions seriously and that property is in Briarcliff addition subdivision.

Mr. Ramsour asked if there were any other questions for Ms. Park? There were not.

Mr. Paul Eden, 2621 South Connor Ave., Joplin, MO. He wanted to know if Mr. Coonrod was held to just the two duplexes? Could he come back and say, "we can get three on that property". Would he be able to do that? Curb and guttering on Connor the last 100 feet is not done. There is a lot of traffic on Connor because of the rest home on 28th & Jackson. People cut through on Connor to 26th Street. Mr. Eden also had a question about the 185', and what exactly is that for. He stated that the people that live in the neighborhood but not in the 185' their protest petition doesn't count. It goes into a different pile.

Mr. Stanton stated the 185' is a buffer that is put around the property that is to be rezoned. The properties that are in that buffer, if any of them are in protest we add that all up and if the sum of the total areas within that buffer exceeds 30% then it requires a 2/3 majority vote from City Council for passage.

Mr. Ramsour wanted to know what percentage do you have at this time on the protest petitions?

Mr. Stanton stated that it is not known at this time. There is still time to receive more petitions.

Mr. Kimble asked Mr. Eden's if he has seen a lot of run off with the rains we had in the spring.

Mr. Eden stated that there has always been some come mud come down, but if you put concrete over there it is going to run off, not soak into the ground.

Mr. Ramsour asked if there was anyone to speak in opposition of this case? There were not.

Mr. Kimble wanted to know about the landscaping plans.

Mr. Coonrod there will be basic landscaping done.

Ms. Steele had a comment or a concern that it is a very nice neighborhood and been built up since the tornado. The presentation was it was going to be a 1200 sq. ft., 3 bedroom and only one car garage. That concerned her a lot.

Mr. Ramsour asked if there was any other comments or concerns? There were not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. LEDFORD, CASE 028-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE", MRS. STEELE VOTED "NAY", MR. EASTMAN ABSTAINED (5 IN FAVOR, 1 NAYS, 1 ABSTAIN).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-268 - Rezone to R-2 (Two-family Residential)

MEETING DATE:
August 3, 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 028-20: 902 W 26th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 902 W. 26th St. – Dylan Coonrod

BACKGROUND:
The current zoning of R-1 is suitable in this area. While the property immediately adjacent to the lot is vacant, there are single-family uses nearby.

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the comprehensive plan calls for a mix in housing types. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area. Along the 26th St. corridor, there are a number of other lots already zoned R-2 mixed in with R-1 districts in the area.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Dylan Coonrod, 902 W 26th Street, Joplin, MO. He is working with a Doctor that has a son going to the medical school and he would like to build some duplexes close to the medical school to provide housing for the students. The original plan was to build four (4) individual houses but the regulations on the lot size states that cannot be done. He would like to build duplexes. Brick fronts, one car garage, custom cabinets, stainless steel appliances, 3 bedrooms, and 2 baths.

Mr. Ramsour wanted to know if the entrance would be off Connor?

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Mr. Kimble wanted to know that since you're only having a one car garage, will the driveway be able to accommodate more than one car? Will there be space for two or three cars?

Mr. Coonrod stated there will be fencing which will be around the whole property, with common areas for each of the units.

Mr. McCullough asked how many off-street parking spaces was going to be available?

Mr. Coonrod stated there would be two (2) off street parking spaces, plus the driveway area.

PUBLIC COMMENT;

Duncan Park, 2612 S. Jackson Avenue, Joplin MO. This is a disappointment; we are already facing rental units that have gone in this neighborhood since the reconstruction after the tornado. The reconstruction has upgraded the community. There are 4 to 5 vehicles up the driveways and up the street. Sometimes blocking the sight of cars coming down the road. We have children in this neighborhood, and they can't see if cars are coming or not. Someone will get hit. Mr. Park asked the question "What is the difference between the zonings?"

Mr. Stanton explained that District R-1 is for single-family homes. No duplexes can be built with the R-1, zoning. District R-2 is Two-family Residential, which permits for both duplexes and single-family home.

Mr. Park mentioned that his concern would be if the project didn't work out for whatever reason, and be sold, would the rezone property be used for what has been described. Could it be used to include larger buildings?

Mr. Stanton stated that if the property is rezoned and sold its only use would be either Single-family or duplexes. There is an off-street parking requirement of at least two (2) spaces per unit.

Mr. Park also stated that he has one other concern and a question. He wanted to know if this opens the door for those who have lots still available in the vicinity of this lot to more easily gaining approval for duplexes.

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Mr. Ramsour asked if there were any other questions for Ms. Park? There were not.

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Mr. Kimble wanted to know about the landscaping plans.

Mr. Coonrod there will be basic landscaping done.

Ms. Steele had a comment or a concern that it is a very nice neighborhood and been built up since the tornado. The presentation was it was going to be a 1200 sq. ft., 3 bedroom and only one car garage. That concerned her a lot.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 028-20, 5 in favor, 1 Nays, 1 Abstained.
Staff Recommends approval.

ATTACHMENTS
CB 2020-268, Staff Planning Report, P&Z Commission Minutes

P & Z Case 028-20
Dylan Coonrod
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 902 W. 26th St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

> All of Lots Numbered Sixteen (16) and Seventeen (17) in Briarcliff Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: July 13, 2020
City Council Meeting: August 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 028-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 902 W. 26th St.

APPLICANT Dylan Coonrod

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.52 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-O	R-1	R-1
Land Use	Single-family Residential	Vacant	Single-family Residential	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future office/institutional.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 26th St.	Collector	100'
S. Connor Ave.	Local	60'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. While the future land use map does show the southern side of 26th St. to be future office/institutional, the comprehensive plan does call for a mix in housing types along the 26th St. corridor.

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

The current zoning of R-1 is suitable in this area. While the property immediately adjacent to the lot is vacant, there are single-family uses nearby. R-1 is the most restrictive district and the least intensive so it would be appropriate here.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the comprehensive plan calls for a mix in housing types. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area. Along the 26th St. corridor, there are a number of other lots already zoned R-2 mixed in with R-1 districts in the area.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing for a mix in housing types as called for in the comprehensive plan. In addition, there are other lots zoned R-2 very nearby.

Staff recommends approval of Case 028-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 028-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 6-18-20
Public Hearing Date: 7/13/20

APPLICANT: Dylan Coonrod PHONE: 417-214-9390
ADDRESS: 5 Emerald Dr ZIP: 64804

OWNER: Flipside Investments LLC PHONE: 417-214-9390
ADDRESS: 619 S Florida Ave ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 902 W 26th

Present Zoning R1 Requested Zoning: R2 Acreage:
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R1
South	Residential	
East	Residential	R1
West	Residential	

Character of the Neighborhood: Mix of Residential R-1, R-2, + Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26th & Connor
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 30 ft
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? Yes
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Flat & Rolling Acreage

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 10/5/20

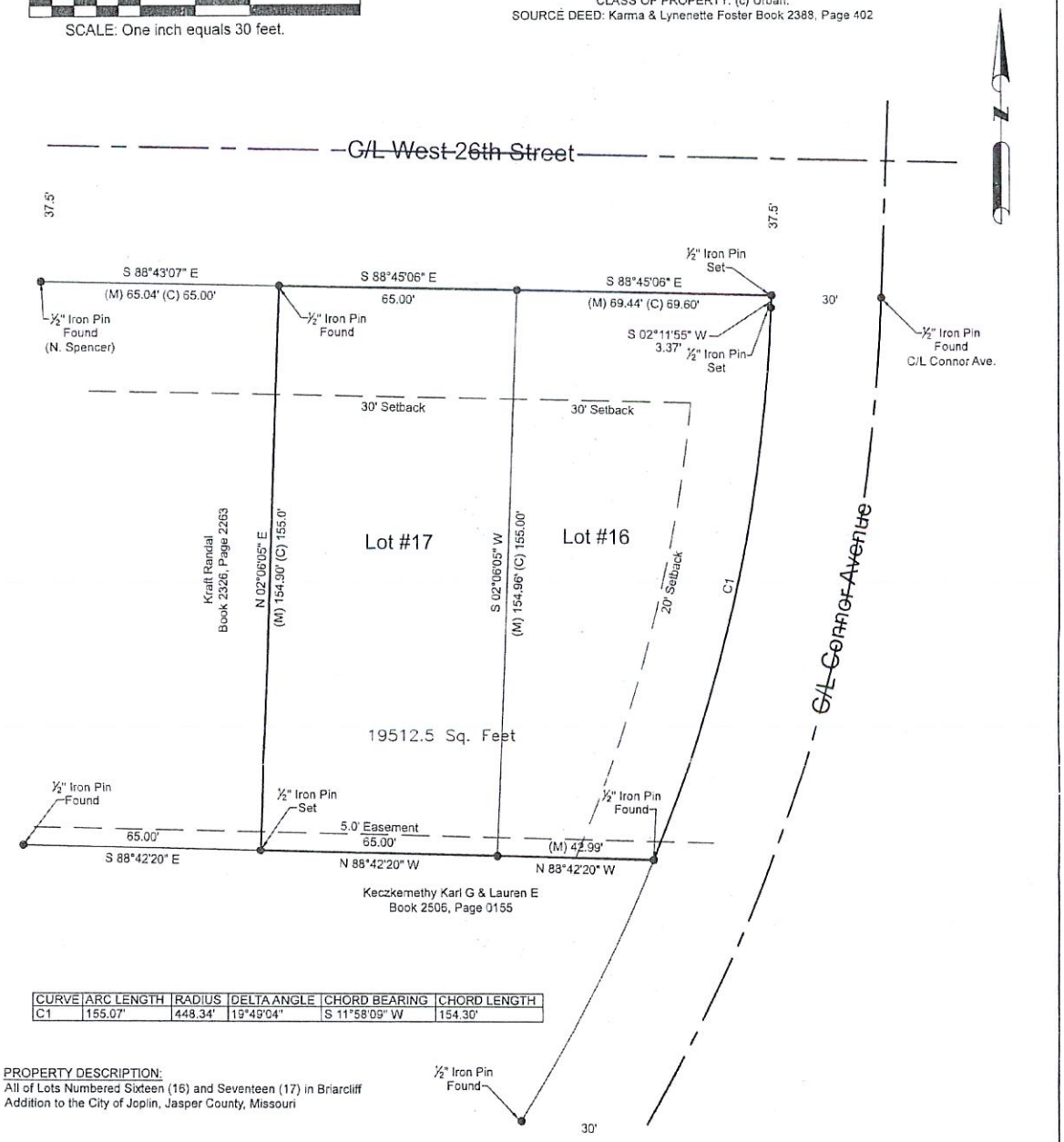
EMAIL: dylan@jonathanleachteam.com

TITLE: Owner

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The South line of 26th Street taken as S 88°45'06" E as per Missouri West NAd83 per MoDot GPS Network.
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Karma & Lynenette Foster Book 2388, Page 402



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	155.07'	448.34'	19°49'04"	S 11°58'09" W	154.30'

PROPERTY DESCRIPTION:
All of Lots Numbered Sixteen (16) and Seventeen (17) in Briarcliff Addition to the City of Joplin, Jasper County, Missouri

CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20__, at _____ o'clock _M recorded _____, 20__, in Book _____, at Page _____, For Bill of Assurance, see Deed Record Book _____, Page _____,

Recorder of Deeds Date:

STATE OF MISSOURI
RODNEY C. NEECE
PLS#002691
PROFESSIONAL LAND SURVEYOR

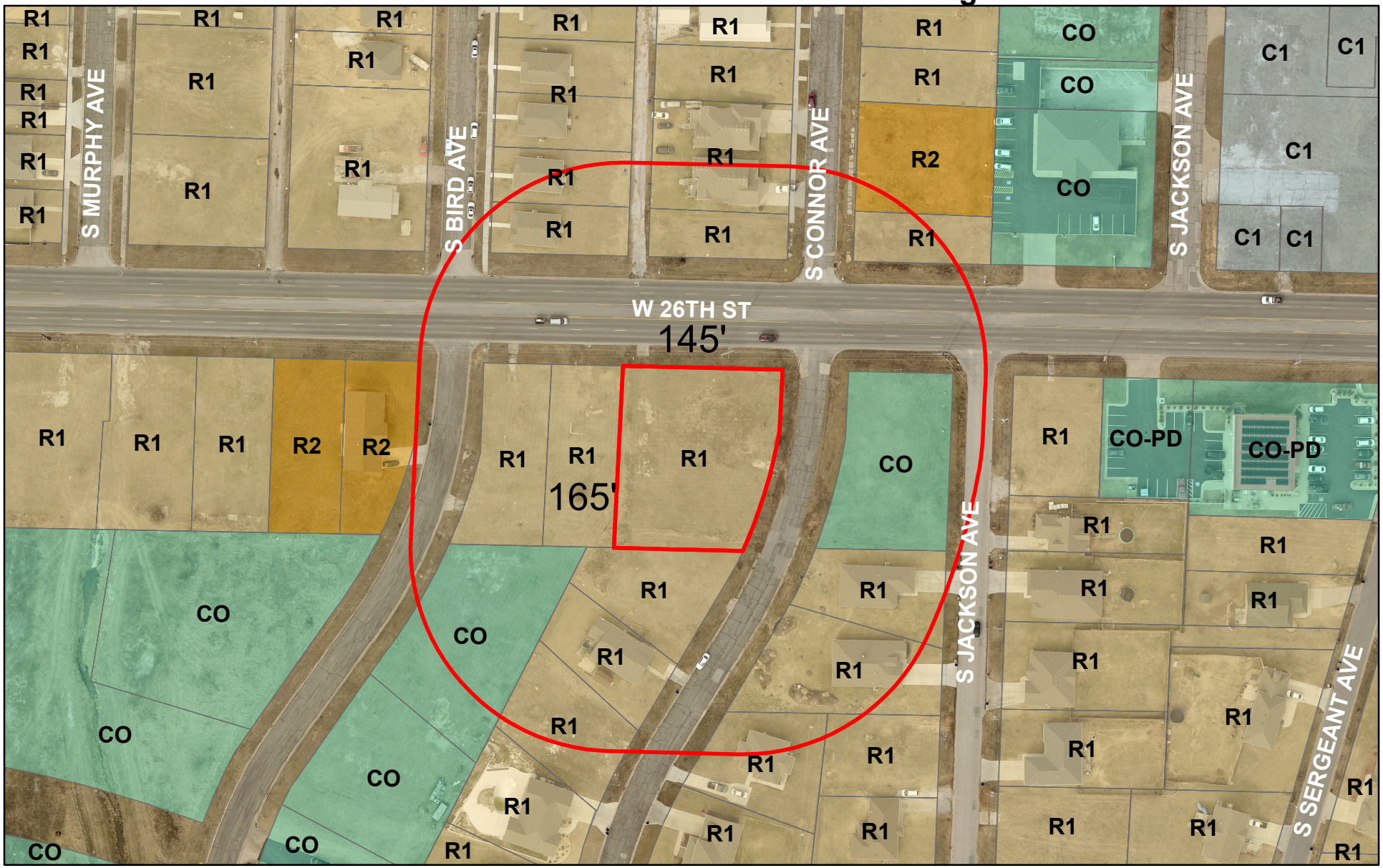
SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, it is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Dylan Conrood		
DRAWN: Allgood	DATE: 5-27-20	ADDRESS: 26th St. & Connor Ave Joplin, Mo.
APPROVED: RCN	S/T/R: 15-27-33	
SCALE: 1"=30'	FILE NAME: L16&17BCA	Cert of Authority LSC-2019012803

Case 028-20: 902 W. 26th St. - Rezoning



A requ es t to remove from Dis trict R-1 (Single-family Res idential) and inclu de in Dis trict R-2 (Two-family Res idential) property located at 902 W. 26th St. – Dylan Coonrod

0 62.5 125 250 375 500 Feet

N

CB 2020-269

Case 029-20: 2701 S. Virginia Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 2701 S. Virginia Ave. – Joe Moore

Keegan Stanton, 602 S. Main St., Joplin MO. Mr. Moore was unable to attend today. He is the Chief of Police in Lamar and he had an emergency in his town that he had to deal with today. Mr. Stanton stated that he will be presenting his case today. It is like the previous case. Rezoning from R-1 to R-2 for two family residential development. He is only proposing one building of two units. It will face 27th Street, there is a small portion of right of way to the east of this which is unpaved, unfinished Virginia Avenue. Potentially using that for his driveway. Still in the early stages of the development. He does meet all the requirements.

Mr. Eastman asked if there were any neighborhood opposition?

Mr. Stanton stated there was not.

Mr. Kimble stated he noticed the unfinished portion of Virginia. You stated he was wanting to use that as his driveway eventually?

Mr. Stanton stated that the City of Joplin would not requirement him to build a street. In the past with homes and property that were on dead ends, the engineering department has let property owners to build a driveway through.

Mr. Ramsour asked if there could be a vacation filed for that portion of Virginia.

Mr. Stanton stated he has brought it up to Engineering but has not received an answer.

Mr. Kimble asked if there were utilities there and run through the park.

Mr. Stanton stated it is very possibly actually.

Ms. Steele was curious does he also own the lot to the south.

Mr. Stanton stated he did not.

Mr. Ramsour asked if there is anyone else to speak in favor of this case? There were not. Is there anyone who would like to speak in opposition of this case? There were not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE, CASE 029-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: July 13, 2020
City Council Meeting: August 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 029-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 2701 S. Virginia Ave.

APPLICANT Joe Moore

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential/Park	Vacant/Vacant ROW

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 27th St.	Local	50'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this area to be low-density residential, and R-2 development maintains the characteristics of low-density residential neighborhoods. The comprehensive plan does call for residential land uses at the edges of commercial corridors, and R-2 development would act as a transitionary buffer between the more intense commercial land uses along Main St. and encroaching into the Virginia Ave. area, and the single-family development that extends East.

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

The current zoning of R-1 is suitable in this area. While some property nearby the lot is vacant, there are single-family uses nearby. R-1 is the most restrictive district and the least intensive so it would be appropriate here.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the future land use map calls for a low-density residential. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing the residential uses at the edges of commercial corridors as called for in the comprehensive plan. In addition, the R-2 district could act as a transition from more intense commercial uses along Main St. to the neighborhoods of single-family homes to the East.

Staff recommends approval of Case 029-20.

ATTACHMENTS

- Application
- Map

RECEIVED 5/29/2020

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 029-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 6-18-20
Public Hearing Date: 7-13-20

APPLICANT: Joe Moore PHONE: 417-825-6027
ADDRESS: 16720 Buckeye Ln Diamond Mo ZIP: 64840

OWNER: Same as applicant PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 2701 S. Virginia
Thompson's addition North ½ lot 14 and all lot 15

Present Zoning Residential Requested Zoning: Multi family Acreage: 0.21
Present Use of Property: Vacant lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	Residential
South	Residential & city park	Residential
East	Residential	Residential
West	Commercial	Commercial

Character of the Neighborhood: Residential, bordering commercial and city park

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no, the change is to build a duplex on a empty lot
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: The lot is over sized and lends itself to a duplex property

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes, this develops a property that has been vacant since the tornado
2. Consistent with Future Land Use Map? Yes.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 27th St. & Virginia
2. Classification of Street(s):
   Arterial _____ Collector _____ Local ✓
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Oversized lot, dead end street.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

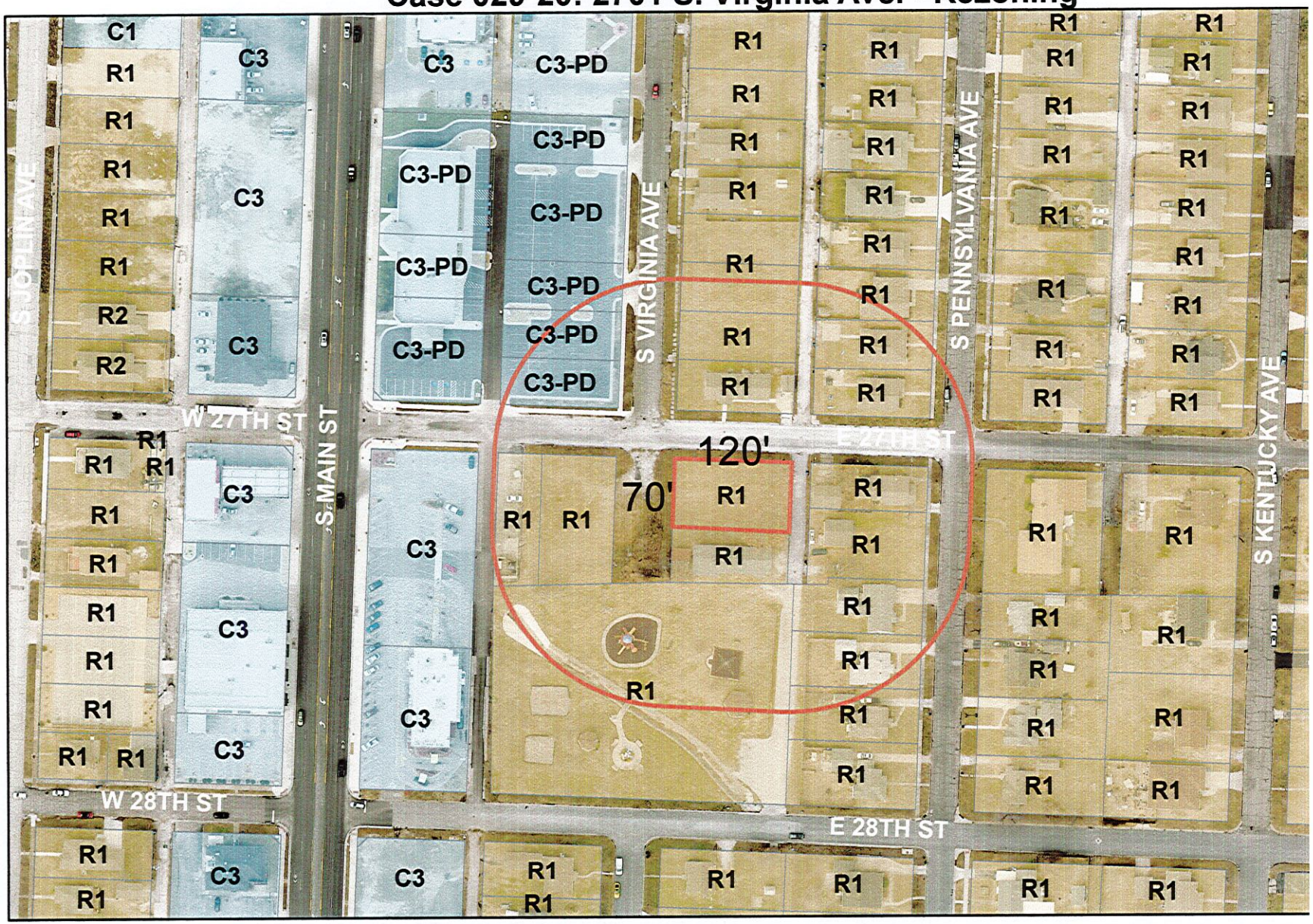
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 5/29/20

EMAIL: jomo2020@att.net

TITLE: _____

Case 029-20: 2701 S. Virginia Ave. - Rezoning



A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) prope at 2701 S. Virginia Ave. – Joe Moore

0 75 150 300 450

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-269 - Rezone to District R-2 (Two-family Residential)

MEETING DATE:
August 3, 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 029-20: 2701 S. Virginia Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 2701 S. Virginia Ave. – Joe Moore

BACKGROUND:
This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing the residential uses at the edges of commercial corridors as called for in the comprehensive plan.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin MO. Mr. Moore was unable to attend today. He is the Chief of Police in Lamar and he had an emergency in his town that he had to deal with today. Mr. Stanton stated that he will be presenting his case today. It is like the previous case. Rezoning from R-1 to R-2 for two-family residential development. He is only proposing one building of two units. It will face 27th Street. There is a small portion of right of way to the east of this which is unpaved, unfinished Virginia Avenue. He will potentially use that for his driveway. Still in the early stages of the development. He does meet all the requirements.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 029-20, 7 in favor, 0 Nays.
Staff Recommends approval.

ATTACHMENTS
CB 2020-269, Staff Planning Report, P&Z Commission Minutes

P & Z Case 029-20
Joe Moore
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2701 S. Virginia Avenue, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

The North one-half of Lot 14 and all of Lot 15 in Thompson's Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL MEETING MINUTES
JULY 20, 2020

CALL TO ORDER
The July 20, 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 Mr. Shaw.

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

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Brian Jones, 1015 Sheridan Dr., Joplin, was not able to attend the council meeting to speak about anti-Covid preventative measures enforced; however, two other representatives spoke on his behalf: Ray Foreman, 106 Hickory Place, Carl Junction MO and Major Henry Cole, 1625 Grand Ave., Parsons, KS. They presented information regarding a community safety imitative hosted by the Federal Aviation Safety Team and incorporating programs at MSSU, Joplin Civil Air Patrol, and Mizzou Aviation on August 20.

Margey Upson, Joplin, spoke on her definition of respect.

Brian Evans, 4308 W. 28th Place, Joplin, spoke in opposition to the mask ordinance.

Juan "Cookie" Estrada, 3404 W. McIntosh Circle, Joplin, asked the City Council to consider childcare as a high priority from the CARES Act funds.

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

Mayor Stanley opened the Public Hearing for Council Bill No. 2020-518

Drew Snyder, 8770 N. 180th, Omaha NE appeared in favor of this item on behalf of Woodsonia.
Jack Frost, 15 Quail Ridge, Joplin, appeared in favor of this item and stated it would be an economic boost for the city.

No one appeared in opposition to this item.

The Public Hearing was closed.

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, will be placed on the August 3, 2020 agenda.

CONSENT AGENDA
Motion by Mr. Lawson, second by Mr. Shaw 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 July 6, 2020 City Council Meeting
Minutes of the July 8, 2020 Special City Council Meeting

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. **Ordinance No. 2020-102**

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. **Ordinance No. 2020-103**

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. **Ordinance No. 2020-104**

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. **Ordinance No. 2020-105**

RESOLUTIONS
RESOLUTION NO. 2020-011
Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Dr. Reid Adams to approve Resolution No. 2020-011. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. Resolution No. 2020-011 was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-152

Mr. Shaw introduced 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. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-152 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. 2020-106**

COUNCIL BILL NO. 2020-517

Mr. Lawson introduced 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 3,6000 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. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-517 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. 2020-107**

COUNCIL BILL NO. 2020-607

Dr. Reid Adams introduced 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. Motion by Dr. Reid Adams, second by Mr. Monteleone that Council Bill No. 2020-607 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. 2020-108**

ORDINANCES – FIRST READING

Ordinances – Second Reading and Third Reading

COUNCIL BILL NO. 2020-516

Mr. Stinnett 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. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No. 2020-516 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, and Stinnett, 6. Nays: Monteleone, Stanley, 2. Absent: 0. Abstention: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-109**

Unfinished Business

New Business

Additional Requests to Address Council

Christopher Rouse, 2006 E. Whitney Way Ave., Joplin, spoke on the COVID-19 mask ordinance and impact on city budget.
Caleb Tibbetts, 2525 E. 32nd St. Apt. J-55, Joplin spoke in favor of the mask ordinance.
Dr. John Knudsen, III 4807 S. Byers, Joplin, spoke on the coronavirus response.
Shane Merrill, 3336 S. Sergeant, Joplin, urged Council not to reinstitute a stay at home order.
Rodney Noran, 2301 S. Florida, Joplin, spoke against the mask ordinance.
Krissie Walsh, Joplin, asked Council to consider using CARES Act funds for more public education COVID-19. She also favored the mask ordinance.
B. A. Hayes, 2230 S. Willard Ave., Joplin, spoke in favor of the mask ordinance.

Discussion of the COVID 19 Response and Recovery Plan.

Assistant Health Director Ryan Talken presented an update on the status of Joplin's confirmed COVID-19 cases. The data reflects only Joplin residents. As of July 19, 2020, there were a total of 318 confirmed cases; 55 active, 248 inactive, 15 deaths, 5 hospitalized, 132 active quarantines. These numbers can be found on our COVID19 dashboard on the City's website. The numbers have shown slight improvement and are continuing to be monitored 7 days a week. Staff continues to investigate cases and perform contact tracing. Everyone is encouraged to continue to social distance, wear a mask, stay home if you are sick, and get a COVID test if you think you need one. The National Guard provided free COVID testing at Ozark Christian College yesterday and today. Mask etiquette: please be a good neighbor and don't throw your mask on the ground, dispose of it properly.

After Mr. Talken's presentation, City Manager Nick Edwards stated the staff recommendation is to remain in Phase 2, Step 2 of the Recovery Plan, with the mask ordinance in place. The City Council members concurred.

News from Public Information Officer, Lynn Onstot.

Masks are still available to Joplin residents and are being distributed at Memorial Hall parking lot this week on Wednesday, Thursday and Friday. Times are from 7 to 9 a.m.; 11 a.m. to 1 p.m. and 4 to 6 p.m. The entrance is located on Joplin Avenue, just south of 7th Street. Residents can come and get masks for themselves and those in their households, and we're also encouraging them to help their neighbors, friends, and other family members who want or need a mask but can't get to the parking lot. They are welcome to pick up for these people too. They do not need to bring identification for these other masks. Our goal is to get masks to people who want them or need them.

The City of Joplin has begun testing the sanitary sewers through a process called "smoke testing". Smoke testing helps find and locate defects or improper connections by blowing an odorless and non-toxic smoke into the sewer. When there are no defects or improper connections, smoke will only be seen from the roof vents of each building that is connected to the sewer. When there *are* direct improper connections, smoke will be seen where there are defects. Residents and

business owners will be notified 48 hours before testing begins. Door hangers with this information will be placed on, or given to the owners, of buildings and homes that will be in the test area. Local Police and Fire officials will also be notified so they are prepared if citizens who have forgotten about testing happen to become alarmed.

Joplin residents recently received The Citizen newsletter, and I have a couple of updates to events listed in this edition. The Great Race that was scheduled to arrive in Joplin on August 24 has been cancelled and will be held sometime next year. The Space Program exhibit at the Joplin Museum has been postponed until further notice.

And a reminder that the City Manager has posted a survey asking citizens to dream about Joplin's future. They can find it on the City's Facebook page or website. Written surveys are available at the Library, Recycling Center and City Hall. For more information about these announcements, or other City news, please visit our website at joplinmo.org.

Closed session

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. Motion by Mr. Monteleone, 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 8:23 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-147 – approving an agreement and work authorization with Olsson for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan.

MEETING DATE
August 3, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2020-147 Ordinance, agreement, Work Authorization

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 authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan.

BACKGROUND
In 1998 the City of Joplin entered into an agreement with Burns and McDonnell to develop a stormwater management masterplan for the City. Services performed in the study included field investigation of the City's major drainage system, preparation of a set of watershed maps covering the study area, evaluation of the existing system's performance capability, and development of a recommended capital improvements plan for the City to correct existing major system deficiencies using funds later acquired via passage of the Parks and Stormwater Sales tax. In 2008, the City entered into an agreement with Allgeier, Martin and Associates, Inc to update the original masterplan, expanding on and accounting for the new developments and stormwater improvements that had occurred since the original study and developing a new list of capital improvement projects addressing the most deteriorated sections of the drainage system using funds from the Parks and Stormwater Sales Tax passed by voters in 2001.

With the current Parks and Stormwater Sales Tax program nearing completion and set to sunset in 2021, the City of Joplin is looking to conduct an update to its Stormwater Management Masterplan which would develop, collate and prioritize potential stormwater improvement projects using funds for the next Parks and Stormwater Sales Tax. Additional goals with the update are to establish public meetings with stakeholders and the general public to acquire feedback on potential stormwater issues affecting citizens, hydrologic evaluation of major/minor watersheds for areas annexed into the City since the last update, an update of the City's existing GIS stormsewer inventory, and evaluations of the City's current maintenance and operations plans. In accordance with the City of Joplin's procurement policies, a Request for Qualifications was advertised in the Joplin Globe in November of 2019 with three proposals received. Utilizing the City's

Qualifications Based Selection (QBS) process Olsson was selected for the project on the basis of attaining the highest QBS score. Shortly thereafter, staff received confirmation from the Missouri Department of Natural Resources (MDNR) of the project's eligibility for partial funding via a stormwater grant. In order to utilize the grant funding for this project the work authorization for the project was delayed until the anticipated award of the grant in late July/early August of 2020. The City of Joplin is set to receive a total of $140,021.00 in stormwater grant funding from MDNR to be allocated towards the Stormwater Masterplan Update. The City must provide a 100% match to the awarded grant funds. Of the total project cost of $323,961.00, the MDNR stormwater grant will reimburse $140,021.00 of the total cost and the remaining $183,940.00 will be paid for out of the Parks and Stormwater Sales Tax fund. Upon passage of this agreement, as an emergency, the City will direct the consultant to immediately begin work on the stormwater improvement project list and optimized capital improvement plan in order to ensure its completion in time for the sales tax committee to review this November. This portion of the masterplan update is anticipated to take 3 months, therefore work on it must begin immediately to meet the November timeline.

City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-147, agreement and Work Authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis in order to allow for the consultant to begin immediate work on the stormwater improvement projects list and optimized capital improvement plan, of which the work is anticipated to have a 3-month duration, and to ensure its completion by November for review by the upcoming sales tax committee.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Ron Mersch Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax:
Phone: 417-624-0820	Fax:	Stormwater Masterplan	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City,

one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson

By: Ronald L. Mersch

Printed Name: Ron Mersch

Title: Vice President

Date: 07/27/2020

By: Jack Schaller

Printed Name: Jack Schaller

Title: Vice President

Date: 07/27/2020

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Address: 702. S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Ron Mersch Jack Schaller	
Department: Public Works Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:		

WORK AUTHORIZATION NUMBER Stormwater Masterplan
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number Stormwater Masterplan exceed the sum of Three Hundred Twenty Three Thousand Nine Hundred Sixty One Dollars ($ 323,961.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred 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. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred 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. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson

By: Ronald L. Mersch

Printed Name: Ron Mersch

Title: Vice President

Date: 07/27/2020

By: Jack Schaller

Printed Name: Jack Schaller

Title: Vice President

Date: 07/27/2020

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

1) Project Management and Public Involvement - $20,804

Close collaboration between Olsson, City staff, the public, cooperative agencies, and other stakeholders are essential to the success of this effort. This task includes coordination meetings with staff, Council and applicable agencies, as well as assisting City staff with publicity and outreach efforts, including public/stakeholder meetings.

a) Hold kick-off meeting with City staff to develop project goals, vision, objectives, and criteria at the outset of the project. Determine applicable project stakeholders and outreach methods.
b) Facilitate (eight) monthly coordination meetings throughout the project with:
    (1) Public Works staff
    (2) Other City Departments and other appropriate public agencies
c) Attend may attend up to two (2) public meetings if requested by Client to gather information from the public concerning existing drainage problems throughout the city. City staff to set up, coordinate meetings, and prepare necessary meeting materials such as exhibits. Olsson will provide three staff members to assist the city with conducting the meeting.

2) Collate and Prioritize Stormwater Improvement Projects (target end of October 2020) - $63,523

The City has collected and identified approximately 80 project locations as potential stormwater improvement projects to complete. Olsson will be responsible for:

a) Reviewing the current list of projects provided by the city. Identify infrastructure deficiencies, drainage and flooding concerns, erosion or water quality issues at each location.
    i) Utilizing prior experience in the disaster recovery area, advise on additional projects that may be needed in that area.
    ii) Categorize the projects as either “high priority” or “low priority” based on the review of potential issues at each project location. Low priority projects could be maintenance projects that can be completed in-house by city staff and no further engineering analysis is needed.
b) Prepare conceptual solutions for 20 high priority locations (estimated to be 1/4 of the total locations reviewed). Locations will be agreed upon by city staff prior to concept development and the number of project locations may fluctuate depending on the size and complexity of the projects selected.
c) Based upon the alternative solution development and evaluation process for each problem area, develop final recommendations and associated costs for design, construction, inspection, permitting, utility relocation, and right-of-way acquisition.
d) In collaboration with City staff, develop a problem severity scoring system that forms the basis for a project benefit in a cost-benefit analysis for each project. Project needs may be based upon flooding, erosion, water quality, maintenance, or any combination thereof.
e) Rank projects and develop an optimized capital improvement plan (CIP) with approximately 30 million dollars of construction projects including structural components,

public and private detention facilities, and improved and natural open channels considering:

i) hydraulic performance
ii) capital costs
iii) annual O&M costs
iv) Problem severity and project benefit
v) Required permitting and agency coordination
vi) Overlap with other city projects

Deliverables:

- Provide one-page exhibit for each project.
- Provide updated cost estimates for each high priority project
- Provide recommendation for economic development/emergency funds to be reserved within stormwater budget.
- Develop schedule for implementing the capital improvements plan.

Assumptions:

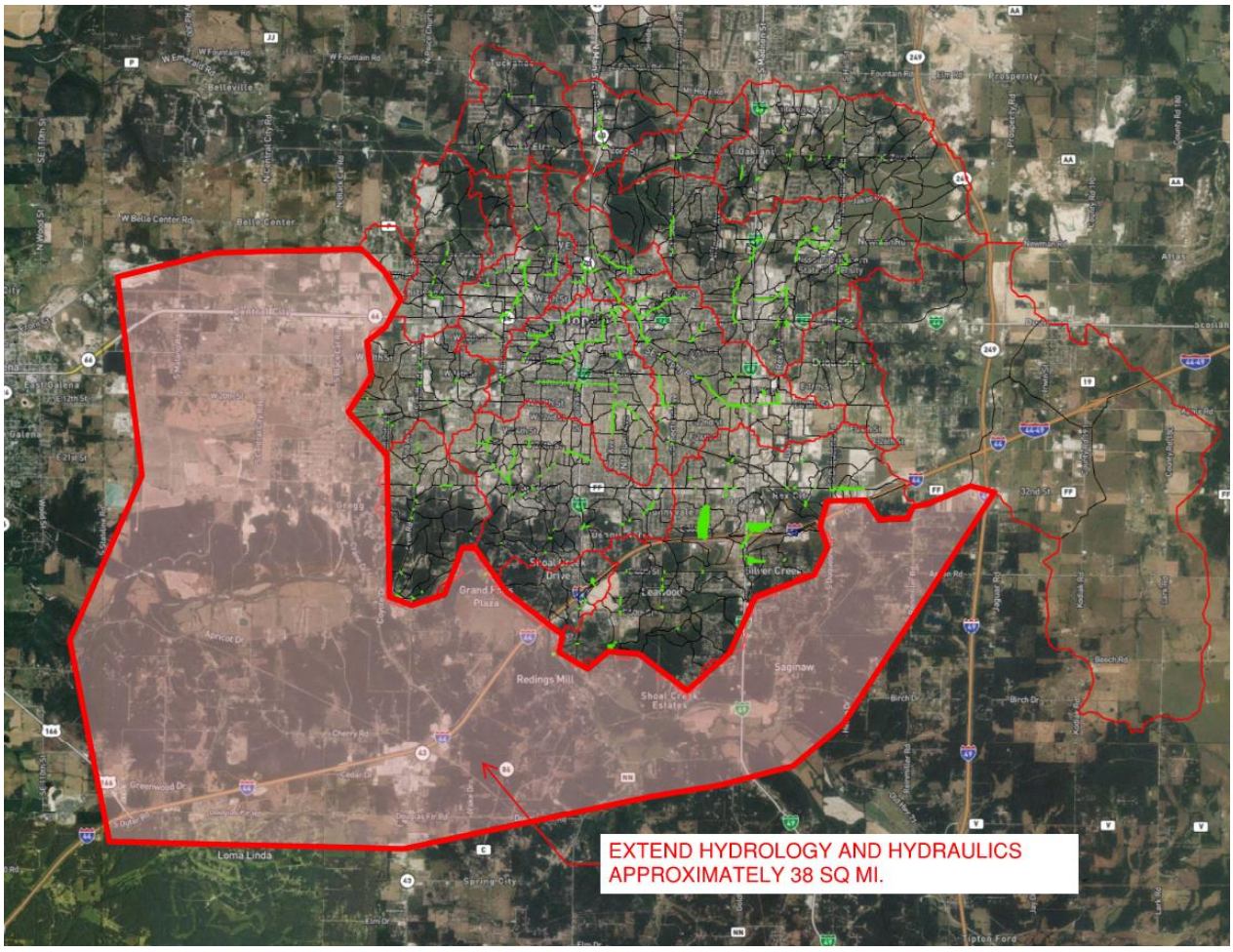
- Project evaluation list may include 80 projects to start, with an estimated 20 project locations to be included on the CIP for a total of $30 million.
- Detailed hydrologic and hydraulic modeling and design will not be completed for each project location.

3) Hydrologic Evaluation of Major/Minor Watersheds (areas not included in previous masterplans) - $53,445

a) Provide hydrologic delineation and analysis of major and minor watershed for approximately 38 square miles located to the south and west of city limits. Area identified in figure 1 below. Sub-basins will be around 100 acres in size on average, with a range typically between 40 to 200 acres. Analysis will be based on future land use.
b) Provide hydrologic summary information for each sub-basin including drainage area, peak flow rates, etc. Utilize HEC-HMS for hydrologic modeling. Expand on major/minor watershed shapefile and provide updated shapefile to city.
c) Perform field evaluation and hydraulic capacity calculations of culverts within hydrology expansion area (figure 1) that are greater than 36” in height, greater than 100 acres in drainage area, and outside of the floodplain/floodway. Culverts/bridges in floodplain are assumed to be modeled in existing FEMA models. Bridge survey and modeling is not included in this scope of work. 114 Pipes are assumed and included in this scope based on 3 structures per square mile. If the total number of pipes identified is greater than 114, the threshold for hydraulic modeling may be increased from 100 acres to limit the number of pipes modeled to 114.
d) GIS attribute table to include drainage area and peak runoff rates. Match column headings to 1998 master plan.
e) Review existing drainage system maps from the 1998 masterplan and the 2007 masterplan. Update to include newly evaluated watersheds. Maps to include:
    i) Watershed and sub-watershed boundaries
    ii) Existing major drainage system components
    iii) Known drainage problem locations
    iv) Proposed system capital improvements plan.

f) Perform hydraulic evaluation of major conveyance structures within newly evaluated watershed using field measurements of culvert size and cover. Use HY-8 to calculate hydraulic capacity of culvert prior to overtopping roadway.
g) Basin and structure number to follow numbering convention from 1998 masterplan.
h) Trace stream centerlines for streams with greater than 100 acres of tributary area.
i) Identify existing detention basins within 38 square mile area of study and update city's detention basin shapefile.

Figure 1. HYDROLOGY AND HYDRAULICS AREA EXHIBIT



4) Update Existing GIS Storm Sewer Inventory - $128,995

The city has an established GIS database of storm sewer infrastructure for a portion of the city. The data has been collected at various times and varies with its completeness. Olsson's task will be to update portions of the existing database and expand the database to cover areas not previously inventoried.

a) Olsson will begin by importing and reviewing Bartlett and West Storm Sewer data from 2015.
   i) Surveyed Data within the tornado recovery area is satisfactory and only needs only to be supplemented by updated as-builts for the tornado recovery projects. (Blue data in Figure 2) (assumed 200 structures)
   ii) B&W shapefile based on as-builts and aerials is considered satisfactory and will not be updated with this scope. (Purple data in Figure 2)

b) Import city of Joplin storm sewer network which was based on as-builts and aerials and field verified locations. Field visit and update inlet information that is missing (shown in yellow areas in Figure 2) to include correct pipe and invert information. Add pipe information to the storm sewer shapefile where missing from Joplin storm sewer network (Red data in Figure 2) (assumed 1,800 structures).

c) Take a picture of each inlet a provide a general description of condition (i.e. good, poor, damaged, etc.). Coordinate picture filename to match inlet ID number.

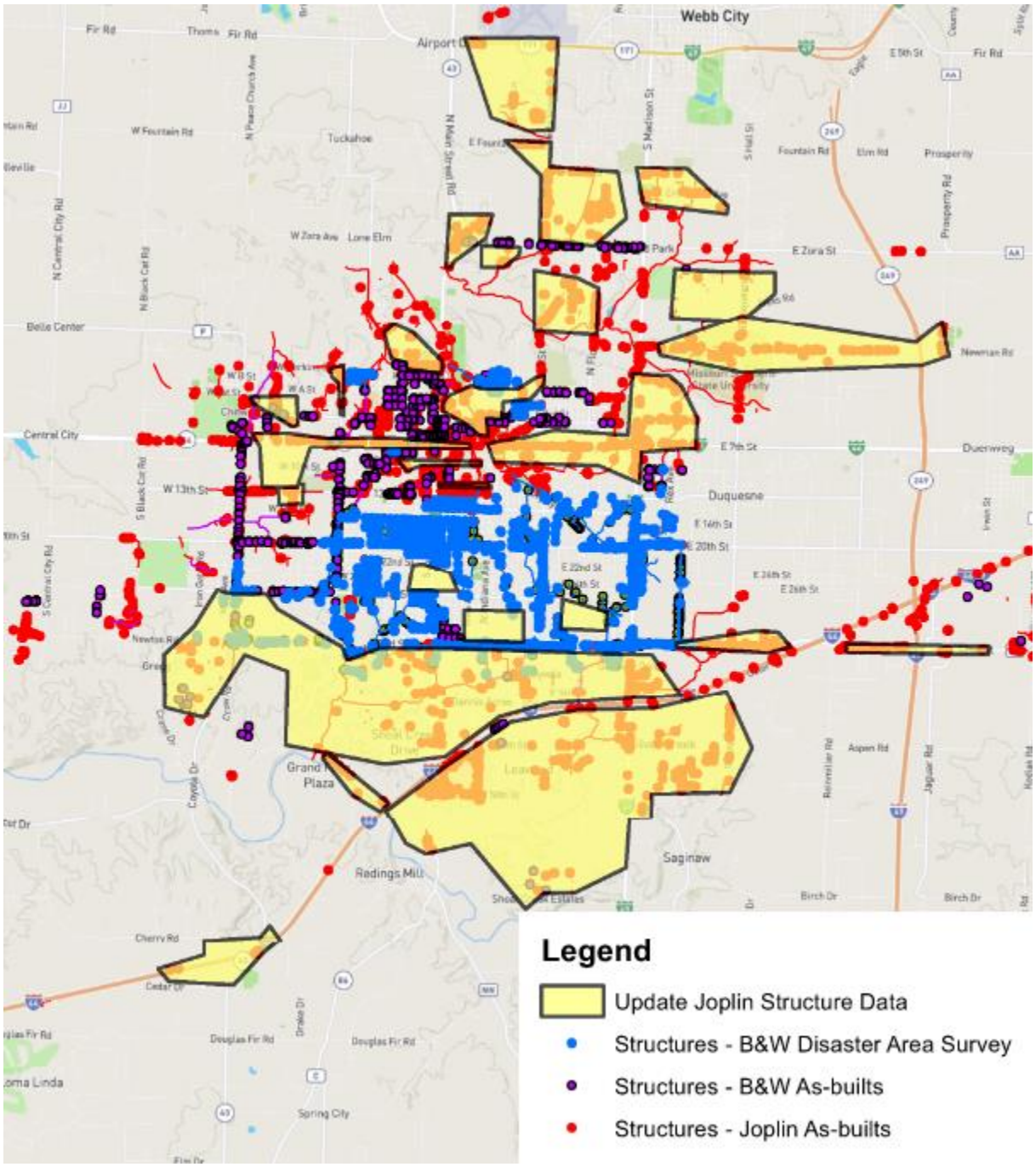
d) Shapefile attribute data columns should match the city's current shapefiles which includes:
   i) Northing, Easting (using tablet pc)
   ii) MH Use, Top Shape, Condition, Type, and Shape
   iii) MH Depth
   iv) MH Size
   v) Picture (interior and exterior)
   vi) Pipes (size, material, depth, and direction)
   vii) Information not included: Elevation

e) Combine and consolidate storm sewer information into one shapefile for inlets and one shapefile for pipes.

Assumptions:

- 1,800 structures are assumed for field investigation.
- New structures from tornado recovery projects will not be visited in the field. Assumed no more than 200 structures.
- Field verify and obtain pipe information yellow update areas shown below for Joplin data based on as-builts.
- Inlet elevations based on Lidar or as-built plans. Tablet PC level accuracy for inlet locations.
- Driveway culverts are not included in structure or pipe inventory.

Figure 2: GIS Update Area Exhibit



5) **Maintenance Plan – Evaluate and update the city's current maintenance plan for its storm drainage system - $10,182**

6) **Operations Plan - $10,182**
   a) Evaluate and update the city's current operations plan for its storm drainage system.
   b) Identify personnel and equipment needed for the maintenance of the city's current storm drainage system.
   c) Gather data from similar communities to compare the size of storm sewer system to the man-hours worked by the city's operations staff.
   d) Identify acceptable staffing range for Joplin stormwater operations based on the size of its storm drainage system.

7) **Rapid Geomorphic Assessment - $15,425**

   The following is an estimate of the hours and cost for the Olsson Project Geomorphologist to conduct a limited geomorphic assessment of principal streams within the city limits of the City of Joplin, MO.

   a) Compile and review all available aerial photography and relevant data and information associated with the streams within the city limits.
   b) Review of the shapefile of streams within the city limits. Identify the streams or stream segments that are not well defined or have no evident channel, those that are concrete lined or have an armored bed and banks, and those that have been contained in pipes or culverts underground. These areas will not be assessed. The remaining streams and stream segments will be considered the principal streams and segments to be assessed.
   c) Review available historic and current aerial photography. Aerial photography is available from the USGS EarthExplorer website as well as from Google Earth. If additional aerial photography is available from the City, it will be obtained and reviewed as well. The aerial photo analysis will be used to document readily evident historic and recent changes in stream banklines, channel planform and meander migration, channel width, and sedimentation patterns. The assessment will also document, where evident, the locations of any channel change that are currently threatening or may threaten in the near future public and private structures and infrastructure.
   d) Compile georeferenced list or KMZ file of existing or potential future problem sites.
   e) Provide a written section on the Limited Geomorphic Assessment for the Stormwater Masterplan summarizing the work completed and highlighting the findings of the assessment.

8) **Final Master Plan - $21,405**

The Final Master Plan will provide a summary of all findings and recommendations developed under this scope and culminate in a master recommended action plan to address the City's immediate and long range needs. The action plan will include capital improvement projects, maintenance and operations efforts. The action plan will be organized and presented in a concise manner whereby actions are prioritized, assigned to appropriate staff with recommended timelines/schedules, budgets and expected benefits.

   a) Prepare Draft Report and Plan for review by City staff, Council and other project stakeholders.
   b) Prepare Final Draft Report and Plan for approval and adoption.

All modeling and mapping files will be provided in electronic formats that can be easily edited by the City in the future.

9) **Funding Requirements:** Compliance and conformance with the requirements of the DNR grant funding the masterplan update. Specifically, the requirements for the grant as outlined per section 10 CSR 20-4.061 (3)(D).
   a) Stormwater management plan should contain at a minimum the following components.
      i) An introduction that defines terms and discusses the purpose, scope, hydrology, and alternatives considered
      ii) A discussion of the data and methodology used in plan development
      iii) A description of the existing system
      iv) A list of proposed storm water projects
      v) A description of the methodology used to evaluate and establish project priority ranking
      vi) Estimates of cost for full implementation of the plan
      vii) A description of the maintenance plan for existing and new systems
      viii) A geomorphological assessment of the plan area
      ix) A description of the rainfall/runoff modeling data for the plan area
      x) Modeling data, structure data and photographs, public survey response forms
      xi) Watershed map, public response map, flood plain map, maps showing project areas.

Data to be Provided by the City:

- As-built plans for projects to be included in the updated GIS storm sewer inventory
- Current GIS information
  - City limits
  - Major watershed
  - Minor watersheds
- Most Recent HEC-1 models
- Most recent GIS storm sewer inventory

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	August 4, 2020
Completion of Project List for Capital Improvement Plan:	October 31, 2020
Anticipated Completion Date:	April 30, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

PAYMENT

The owner shall make payment to the engineer in accordance with section 34.057, RSMo.

COUNCIL BILL NO. 2020-147 **ORDINANCE NO**

AN ORDINANCE approving an agreement and work authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan; 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 Work Authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis in order to allow for the consultant to begin immediate work on the stormwater improvement projects list and optimized capital improvement plan, of which the work is anticipated to have a 3-month duration, and to ensure its completion by November for review by the upcoming sales tax committee.

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 2020-147

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

_____
Leslie Haase, Director of Finance

JOPLIN CONSORTIUM

2017 & 2018 CHDO HOMEBUYER NEW CONSTRUCTION PROGRAM

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN ECONOMIC HOUSING DEVELOPMENT INITIATIVE

THIS AGREEMENT MADE this ____ day of _____, 2020, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Joplin Economic Housing Development Initiative, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main St., Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project location will be located at the current addresses of 713 Poplar St. Carthage, MO., 1115 James St. Carthage MO., 2655 E 8th St. Joplin, MO.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development and acquisition of lot	Summer 2020
Construction notice to proceed	August 2020
Quarterly progress reports	December 15, 2020 March 15, 2021
Construction completion	Summer/Fall 2021
Quarterly progress report	June 15, 2021
Home Sold	9 months after construction completion
Expenditure deadline	June 15, 2021

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project

will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **four (4) PROJECTS** as discussed in ATTACHMENT B: PROPOSAL FOR: 2017 JOPLIN CONSORTIUM; ATTACHMENT C: PROPOSAL FOR: 2018 JOPLIN CONSORTIUM; ATTACHMENT D: PROPOSAL FOR: 2018 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214.

Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, THIRTY NINE THOUSAND SEVEN HUNDRED DOLLARS **($39,700.00)** of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, PROPOSAL FOR: 2017 JOPLIN CONSORTIUM; ATTACHMENT C, PROPOSAL FOR: 2018 JOPLIN CONSORTIUM; ATTACHMENT D, PROPOSAL FOR: 2018 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program.

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the

compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge

that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER 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 DEVELOPER of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: December 1, March 1, June 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 5201 N. Main Street., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in

writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment E.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Economic Housing Development Initiative: a Missouri Nonprofit Organization

By: _____ Date: _____

Bryan West
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Barbara Gollhofer
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

2017 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Joplin Economic Housing Development Initiative (JEHDI) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

JEHDI proposes to use $131,000.00 of CHDO HOME Entitlement funds, to redevelop one (1) single family lot, and build one (1) home. The increased costs with this home pertain to outbuilding and tree removal, slab foundation, and accessibility additions that include accessible bathroom and above ground safe room. The program will be fully financed by these grant funds. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership.

It is the intent of the JEHDI to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another project for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the JEHDI.

ACQUISITION

The lot located at 713 Poplar Street, located in the City of Carthage, MO was previously acquired, and is already owned by the JEHDI with plans to build a single family, residential home on this lot.

The Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, JEHDI will be given notice to proceed and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. JEHDI will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. JEHDI would like to reserve the right to work with a volunteer group if given the opportunity.

The JEHDI will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The JEHDI will oversee and inspect the construction of each home,

including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

All homes constructed with CHDO funds and sold by the JEHDI will be made available to pre-selected families that are pre-approved prior to construction of these homes. These families are required to meet all of the HUD and JEHDI program requirements and qualifications prior to approval by the JEHDI, and then are involved closely with the JEHDI regarding site location and size of the home required to meet their specific permanent housing needs. Again, these homes are constructed for pre-selected families which will result in the JEHDI not having to advertise or entertain offers from the "open market" home sale process. A standard closing process will be completed by the title company. The JEHDI will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the JEHDI reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the JEHDI and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the JEHDI will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the JEHDI will no longer be restricted to federal regulations and will be considered "cash proceeds". The JEHDI proposes to use those funds as owner equity in future activities and as cash donations to other projects for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 0	$ 121,000.00	$ 10,000.00	$ 131,000.00

Attachment C

PROPOSAL FOR:

2018 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Joplin Economic Housing Development Initiative (JEHDI) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

JEHDI proposes to use $104,500.00 of CHDO HOME Entitlement funds, to demolish and remove existing housing structure, to redevelop one (1) single family lot, and build one (1) home. The program will be fully financed by these grant funds. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership.

It is the intent of the JEHDI to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another project for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the JEHDI.

ACQUISITION

The lot located at 1115 James Street, located in the City of Carthage, MO was previously acquired, and is already owned by the JEHDI with plans to build a single family, residential home on this lot.

The Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, JEHDI will be given notice to proceed and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. JEHDI will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. JEHDI would like to reserve the right to work with a volunteer group if given the opportunity.

The JEHDI will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The JEHDI will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

All homes constructed with CHDO funds and sold by the JEHDI will be made available to pre-selected families that are pre-approved prior to construction of these homes. These families are required to meet all of the HUD and JEHDI program requirements and qualifications prior to approval by the JEHDI, and then are involved closely with the JEHDI regarding site location and size of the home required to meet their specific permanent housing needs. Again, these homes are constructed for pre-selected families which will result in the JEHDI not having to advertise or entertain offers from the "open market" home sale process. A standard closing process will be completed by the title company. The JEHDI will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the JEHDI reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the JEHDI and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the JEHDI will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the JEHDI will no longer be restricted to federal regulations and will be considered "cash proceeds". The JEHDI proposes to use those funds as owner equity in future activities and as cash donations to other projects for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 0	$ 95,000.00	$ 9,500.00	$ 104,500.00

Attachment D

PROPOSAL FOR:

2018 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Joplin Economic Housing Development Initiative (JEHDI) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

JEHDI proposes to use $224,400.00 of CHDO HOME Entitlement funds, to redevelop two (2) single family lots, and build two (2) homes. The program will be fully financed by these grant funds. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership.

It is the intent of the JEHDI to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another project for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the JEHDI.

ACQUISITION

The lots located at 2655 E. 8th St. and 720 S. Ozark St, both located in the City of Joplin, Missouri were previously acquired, and are already owned by the JEHDI with plans to build single family, residential homes on these lots.

The Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, JEHDI will be given notice to proceed and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. JEHDI will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. JEHDI would like to reserve the right to work with a volunteer group if given the opportunity.

The JEHDI will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The JEHDI will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

All homes constructed with CHDO funds and sold by the JEHDI will be made available to pre-selected families that are pre-approved prior to construction of these homes. These families are required to meet all of the HUD and JEHDI program requirements and qualifications prior to approval by the JEHDI, and then are involved closely with the JEHDI regarding site location and size of the home required to meet their specific permanent housing needs. Again, these homes are constructed for pre-selected families which will result in the JEHDI not having to advertise or entertain offers from the "open market" home sale process. A standard closing process will be completed by the title company. The JEHDI will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the JEHDI reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the JEHDI and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the JEHDI will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the JEHDI will no longer be restricted to federal regulations and will be considered "cash proceeds". The JEHDI proposes to use those funds as owner equity in future activities and as cash donations to other projects for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 0	$ 102,000.00	$ 10,200.00	$ 112,200.00
Home #2	$ 0	$ 102,000.00	$ 10,200.00	$ 112,200.00

Attachment E

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-404 – approving 2017 & 2018 CHDO Homebuyer Construction Agreement.

MEETING DATE
August 3, 2020

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

SUMMARY
The following agreement is between the City of Joplin and Joplin Economic Housing Development Initiative to develop and construct homes as part of the 2017 & 2018 Homebuyer New Construction Program.

BACKGROUND

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Joplin Economic Housing Development Housing Initiative (JEHDI), as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. JEHDI has identified a sites to acquire, the Community Development Planner has conducted Environmental review, and upon effect of this agreement notice to proceed will be given to develop four homes for the benefit of low to moderate income homebuyers. The sites are located in Joplin and Carthage, MO.

FUNDING SOURCE
This council bill provides Four Hundred and Fifty Nine Thousand Nine Hundred Dollars and Zero Cents ($459,900.00) from the HOME Investment Partnership Program.

RECOMMENDATION
This program has received prior approval from the Council as part of the 2017 & 2018 Action Plans.

Staff recommends approval of the agreement on an emergency basis in that this funding provides safe, decent and affordable housing for pre-qualified applicants which upon construction will enhance the public health and safety, and falls within the meaning of Section 2.12(1) of the Home Rule Charter.

ATTACHMENTS
2017 & 2018 CHDO Homebuyer New Construction Agreement
Council Bill No 2020-404

COUNCIL BILL NO. 2020-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2016, 2017, and 2018 HOME funds in the total amount not to exceed $459,900.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin and Joplin Economic Housing Development Initiative, are desirous of entering into an agreement whereby Joplin Economic Housing Development Initiative will develop four properties as part of the 2017 & 2018 CHDO Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Economic Housing Development Initiative is entered into for four hundred fifty nine thousand nine hundred dollars ($459,900.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-507 – Approving a TIF Funding Agreement with Woodsonia Joplin, LLC.

MEETING DATE
August 3, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-507 Ordinance; Exhibit "A" Tax Increment Financing Funding Agreement

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

SUMMARY
This Council Bill approves a Tax Increment Financing (TIF) Funding Agreement with Woodsonia Joplin, LLC.

BACKGROUND
Woodsonia Joplin, LLC. has submitted a preliminary Tax Increment Financing (TIF) Plan for a proposed development generally located southeast of 32nd and Rangeline. With the submission of this preliminary TIF Plan, the City will incur various expenses, such as postage, legal notices, legal costs, and consultant fees. This funding agreement merely requires the developer to make a deposit of $25,000.00 to cover any costs the City incurs in this process. It also makes provisions to allow the City to be able to bill the developer if the costs incurred are more than the amount of the deposit. The agreement further requires an additional payment of $5,000.00 to cover costs associated with city staff time.

Approval of this funding agreement does not approve the proposed TIF Plan. Action on the TIF Plan proposal itself will require future consideration by the TIF Commission and City Council at a later date.

FUNDING SOURCE
Not applicable.

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

COUNCIL BILL NO. 2020-507 ORDINANCE NO.

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Woodsonia Joplin will be filing a proposed Tax Increment Financing (TIF) Plan; and,

WHEREAS, the City shall incur various expenses as a result of such plan; and,

WHEREAS, the City Council requires a funding deposit be made to the City by the developer to cover said expenses of the City.

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

Section 1. That the Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri, a copy of the same being attached hereto as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized to execute said Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, being an Ordinance dealing with public improvements and expenditures, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and passage.

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

EXHIBIT "A"

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, by Woodsonia Joplin, LLC. (the "Company") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City created the Tax Increment Financing Commission of the City of Joplin, Missouri (the "Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. 2003-53, adopted by the City Council of the City.

C. The Company is a _____ with offices at _____.

D. The Commission and the City have been requested by the Company to prepare or consult on the preparation of a tax increment financing plan (the "Plan") within the City, and to consider the Plan in accordance with the Act and, if such Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Company to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

F. If the Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocation Fund pursuant to 99.845, RSMo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. Review documents submitted by the Company and prepare and present required ordinances, analyses, and other necessary documents to the City Council of the City for consideration for approval.

c. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and the Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of Twenty-five Thousand Dollars and no cents ($25,000.00) (the "Deposit") from the Company. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The City shall submit one combined itemized statement for it and the Commission for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. For City internal staff time in evaluating and processing the TIF proposal, Company shall pay a one-time fee to the City in the amount of Five Thousand Dollars ($5,000.00). The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Company shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The City shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses

incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at $250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, in its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall terminate its duties and obligations with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Finance Director
City of Joplin
602 South Main Street
Joplin, MO 64801

With a copy to:

City Attorney
City of Joplin
602 South Main Street
Joplin, MO 64801

To the Company:

_____
Attn: _____
_____
_____

With a copy to:

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

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Miscellaneous.

a. Governing law. This Agreement shall be governed by Missouri law. Any disputes arising hereunder shall be litigated only in the Circuit Court of Jasper County, Missouri.

b. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the funding by the Company to the City for the services associated with the Plan pursuant to this Agreement.

c. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of such rights.

c. Successors and Assigns. This Agreement may not be assigned by any party hereto without prior written consent of all other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any

liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

e. Counterparts. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Its: City Manager

Attest:

By: _____
Its: City Clerk

_____

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 2020, before me, _____, a Notary Public in and for said State, personally appeared Sam Anselm, City Manager of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, _____ a notary public in and for the County and State aforesaid, appeared _____, a _____ of _____, a _____, who is personally known to me to be the same person who executed the within instrument on behalf of _____, and such person duly acknowledged the execution of the same to be the act and deed of _____.

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

_____
Notary Public

My Commission Expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
August 3, 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.

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

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

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

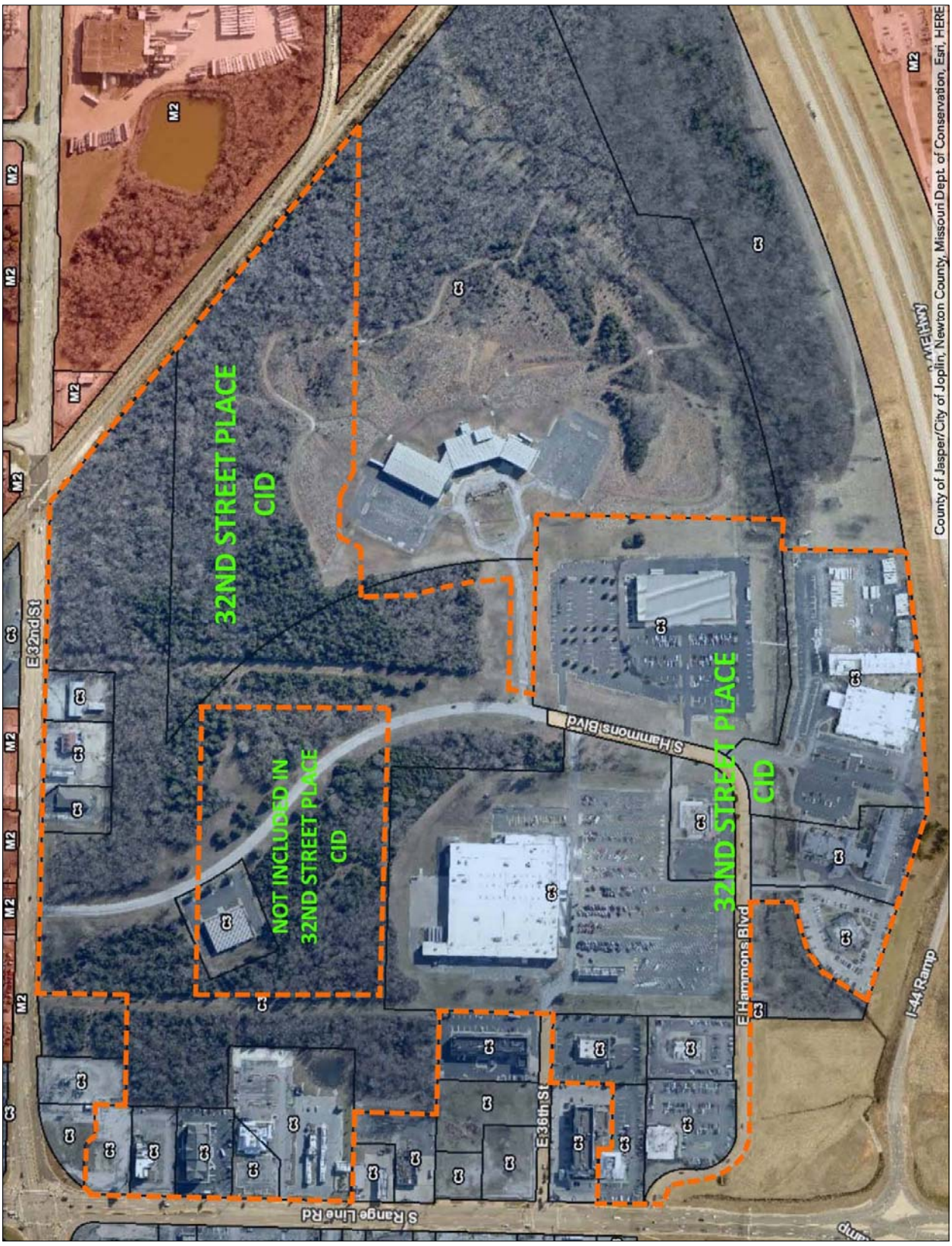
Utilities have been extended to those parcels that have been developed, but over half of the Study Area is wooded, undeveloped and is not currently served by power, water, sewers, or gas. Utilities can be extended to any part of the Study Area, but a majority of the area is not served.

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

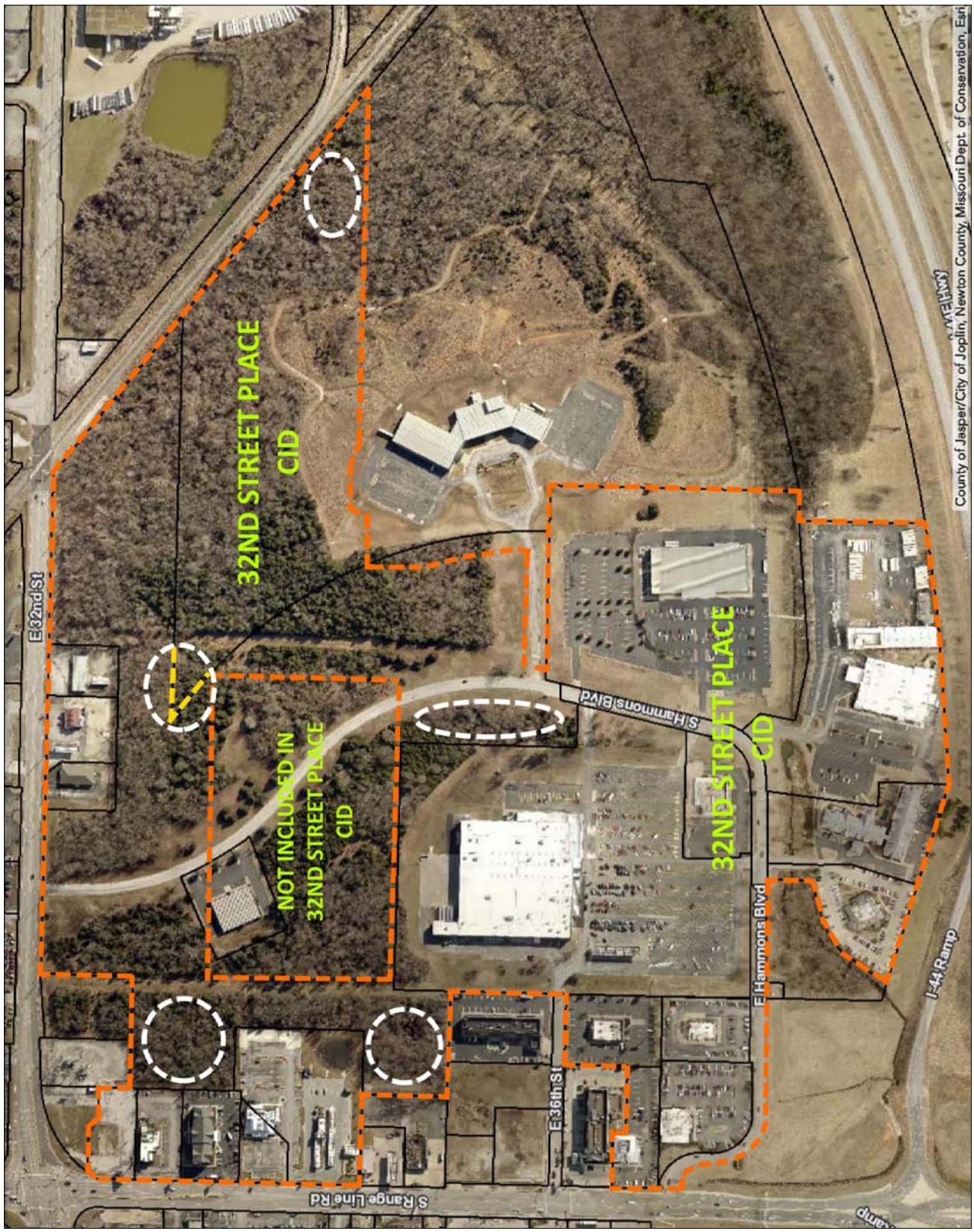


Parcel No. 04-4.0-19-000-000-006.000 – looking north – poor internal circulation (drive over property)

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)



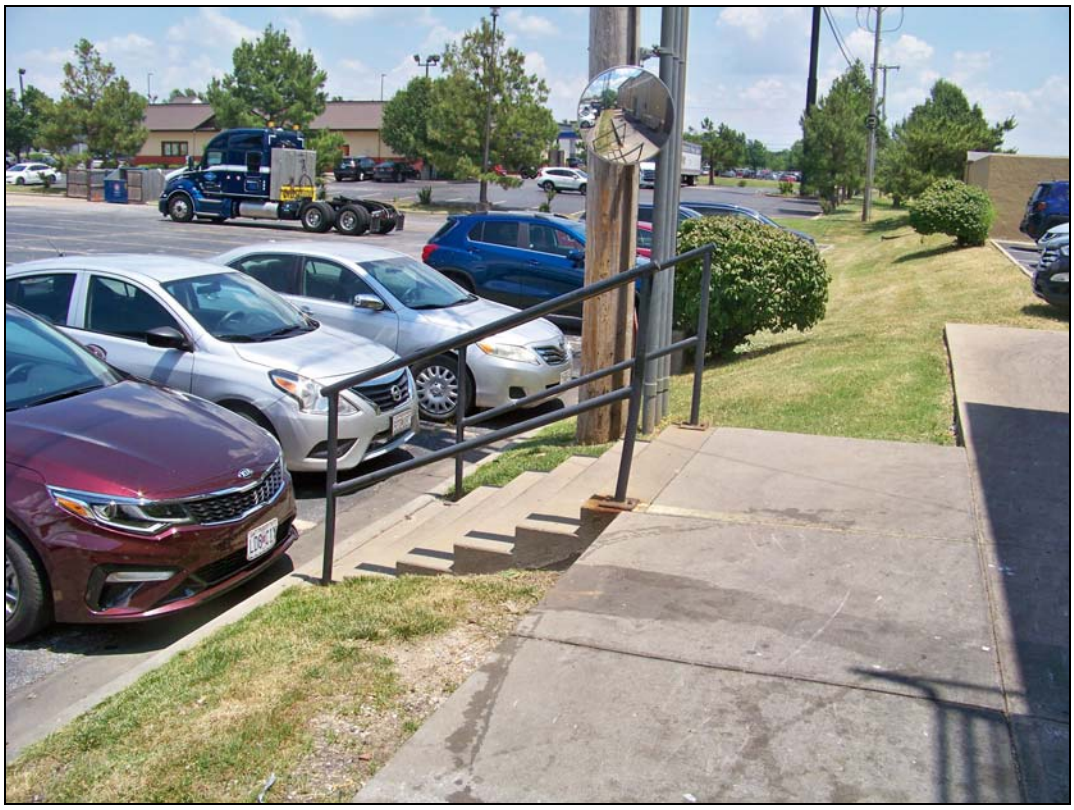
Parcel No. 04-4.0-19-000-000-005.000 – looking south – vagrant activity



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



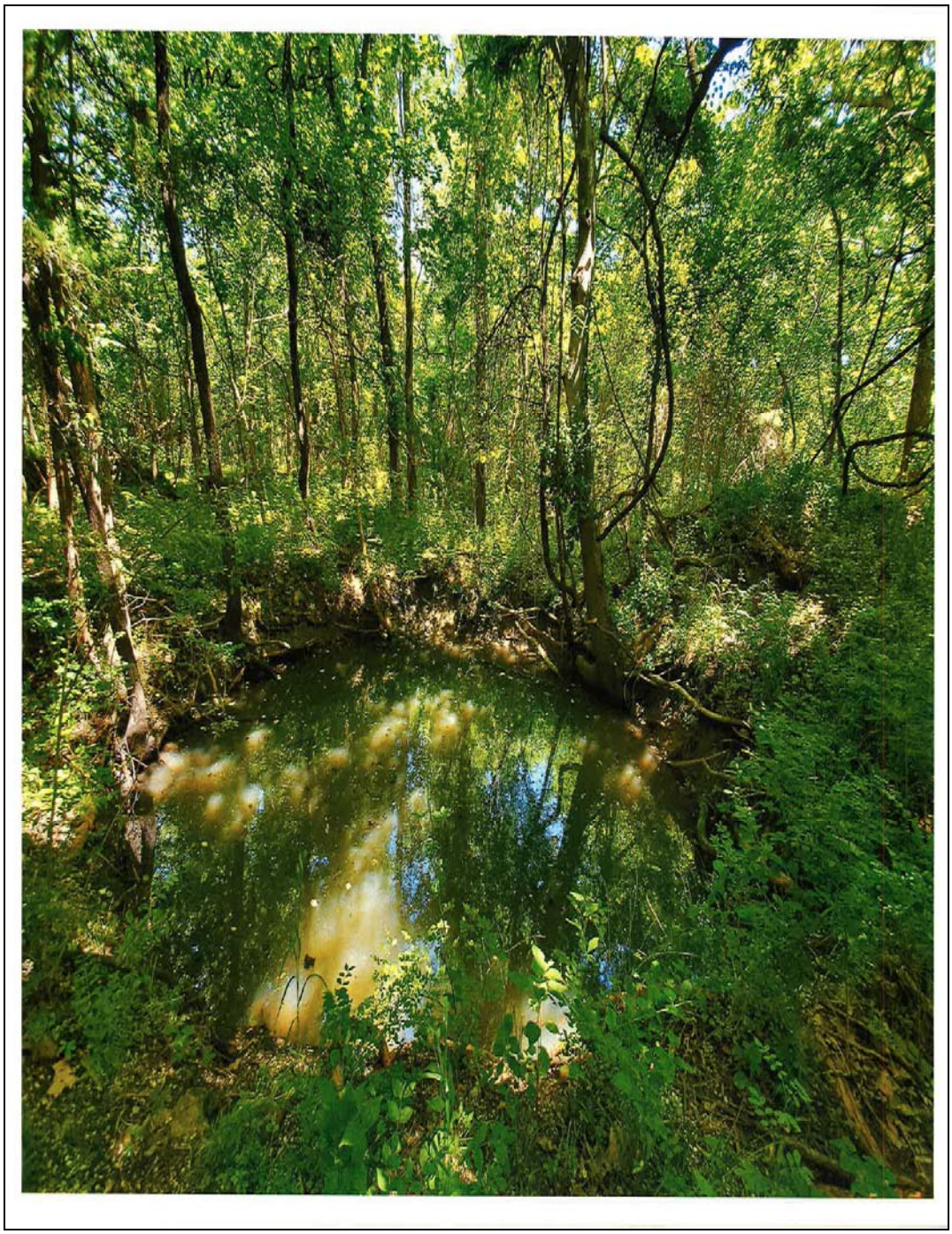
3110 E. 36th St – looking southwest – poor drainage; lack of wheel stops



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



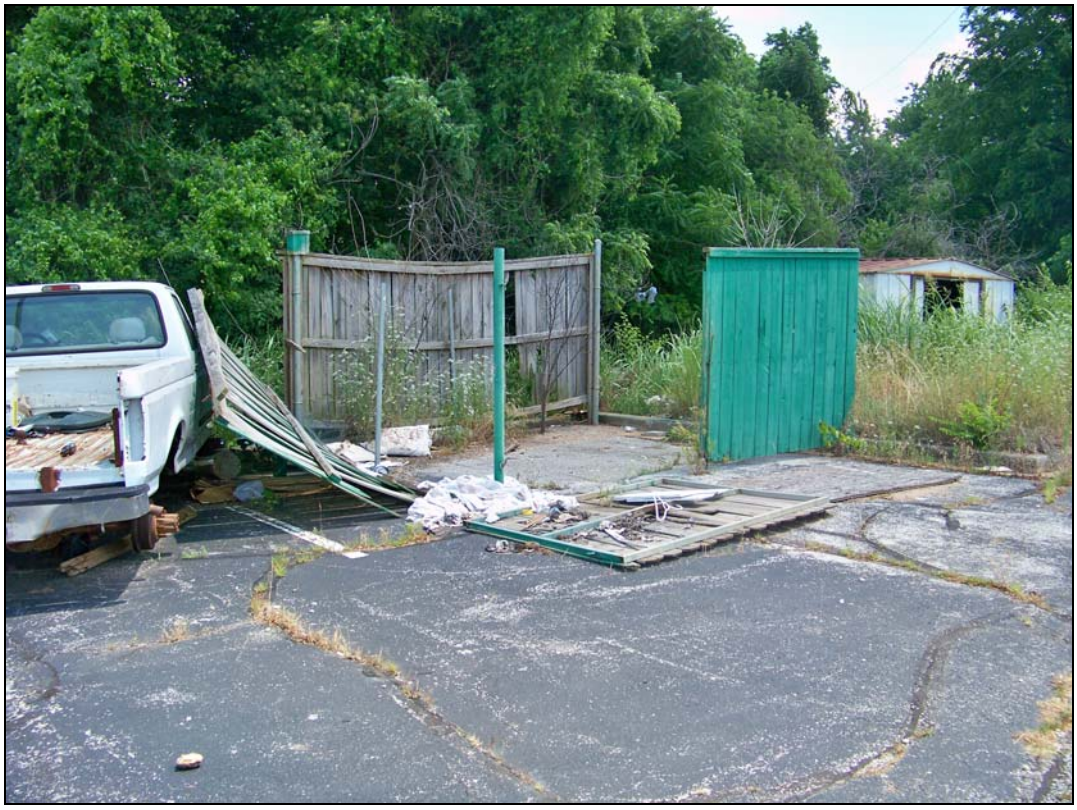
Parcel No. 04-4.0-19-000-000-006.000 – looking west – deterioration of pavement



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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 3, 2020

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Barbara J. Gollhofer, City Clerk; Nick Edwards, City Manager.

SUMMARY:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2020.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2020-005

PCE:ab

COUNCIL BILL NO. 2020-005 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2019), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2019), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2019); and

WHEREAS, on the 19th day of August, 2019, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2020.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other

state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income

of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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
Council Bill 2020-141 – approving a Pedestrian Crossing License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

MEETING DATE
July 20, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Agreement, Council Bill 2020-141 Ordinance

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 pedestrian crossing license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater project (TS0612).

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. Also included in the project are improvements to the existing sidewalks on 3rd and 4th street which cross the MNA railroad. This agreement allows for the installation of the sidewalk improvements portion of the project.

RECOMMENDATION
Staff recommends adoption of this Council Bill No. 2020-141, a pedestrian crossing license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin on first reading.

PEDESTRIAN CROSSING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the ____ day of _____, 2020, is between **MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.** with an office at13901 Sutton Park Drive, S., Suite 270, Jacksonville, Florida 32224, a Delaware corporation, hereinafter called "RAILROAD" and **CITY OF JOPLIN**, **MISSOURI**, a political subdivision of the State of Missouri with an address of 602 South Main Street, Joplin, MO 64801, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the CITY desires to construct, use, maintain, repair, renew at-grade public pedestrian crossings across and over the tracks and property of RAILROAD, at or near the RAILROAD'S Milepost 332.0 (4th and 3rd Streets), at Webb City Tamko Industrial Subdivision, Joplin, Jasper County, MO, more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE"; and

WHEREAS, with the consent of the owner of the right-of-way, RAILROAD is agreeable to permitting the CITY to construct, use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. RAILROAD hereby permits the CITY to construct use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

2. The CROSSING SITE includes but is not limited to any existing railroad crossing warning signs, crossing surfaces, track structures and automatic crossing warning devices which are, or might be, located within or adjacent to the locations described in Exhibit A, provided that, the construction of the CROSSING SITE shall be done by RAILROAD as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the CITY granted herein, RAILROAD reserves the right to perform all work required on the railroad right-of-way including construction, drainage, lighting and vegetation management. CITY shall pay the RAILROAD the entire cost and expense of labor, materials and equipment furnished by RAILROAD in performing any such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade pedestrian crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILROAD. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the railroad right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE, clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILROAD or lien upon the railroad property.

4. This Agreement shall automatically renew to continue in effect thereafter from year to year, subject to termination by the RAILROAD or CITY upon sixty (60) days prior written notice.

5. CITY shall pay an annual license fee in advance to RAILROAD of Zero U.S. Dollars ($0.00), for use of the CROSSING SITE.

6. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILROAD, this Agreement shall be terminated with full legal rights and remedies retained by the RAILROAD, including but not limited to the right to reenter, repossess, and remove the CROSSING SITE if it shall elect to do so.

7. The CITY shall obtain any necessary permits for the installation, construction, erection, repair, and maintenance of any of the RAILROAD-owned or maintained facilities described in this Agreement.

8. Unless otherwise specified, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to the track structure, railroad and highway devices, and grade crossing surfaces, will be performed by the RAILROAD at the sole cost of the CITY. In the event that RAILROAD engages one or more contractors to perform said work, then RAILROAD shall manage such contractor(s) and the CITY shall pay such contractor(s) directly.

9. After the installation of the CROSSING SITE, the replacement costs of the new structure shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the sidewalk inside the railroad right-of-way, plus any paving which may be located between the ends of the ties. If such work is required due to replacement of the structure of the CROSSING SITE, the CITY shall perform such work in accordance with the time and operational requirements of RAILROAD. The CITY will give prior notice to RAILROAD of all work to be performed by it at or near the CROSSING SITE and no such work shall be performed by CITY without the prior approval of RAILROAD. All work performed by the CITY shall be conducted at such times and in such manner as to not interfere or impeded the operations of RAILROAD. The RAILROAD shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this Agreement, at the sole expense of the CITY.

10. The CITY agrees, acknowledges and understands that the RAILROAD reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the WARNING DEVICES or other railroad signalization equipment or new track structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILROAD, or requested by the CITY.

11. The CITY agrees that it will install, maintain, and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILROAD and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILROAD, depending upon the location of such drainage facilities and type, size, depth, and other specifications of the proposed facilities, as submitted to the RAILROAD.

12. Lighting facilities adequate to comply with the requirements of the laws of the State of Missouri covering illumination of pedestrian crossings shall be installed, maintained, and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

13. Facilities at or near the CROSSING SITE that are not specifically covered by this Agreement, including but not limited to pedestrian walkways, may not be constructed by CITY at or near the CROSSING SITE without the prior written approval of RAILROAD, which approval is in RAILROAD'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of CITY.

14. If at any time RAILROAD, at CITY'S request, performs work required to be performed by CITY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of CITY.

15. The CITY further covenants to pay the RAILROAD, within thirty (30) days after presentation of the same, all bills submitted by RAILROAD including maintenance and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by RAILROAD.

16. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILROAD'S supervision and direction, at CITY'S entire cost and expense, said sidewalk and all non-RAILROAD-owned improvements placed upon the RAILROAD'S right-of-way and restore the ground to its original condition.

17. The CITY shall indemnify, defend and hold harmless RAILROAD for assessments or other charges of any kind whatsoever against the RAILROAD at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

18. The CITY shall not in any way, or at any time, interfere with or obstruct RAILROAD'S right-of-way, the movement of RAILROAD'S trains and other railroad operations, or interfere with the RAILROAD'S use thereof, or the use thereof by RAILROAD'S assigns, invitees, lessees or licensees.

19. TO THE EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD ITS AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL SUITS, CLAIMS, LIABILITY, LOSSES, DAMAGES, EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY OR ASSERTED AGAINST RAILROAD WHETHER FOR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY OF ANY PERSON OR PERSONS WHOMSOEVER, RELATING TO, RESULTING FROM OR ARISING OUT OF THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPLACEMENT OF THE CROSSING SITE BY RAILROAD, THE PERFORMANCE OF WORK BY RAILROAD REQUIRED TO BE PERFORMED BY CITY HEREUNDER, OR THE EXISTENCE OR USE OF THE CROSSING SITE OR CITY FACILITIES, INCLUDING BUT NOT LIMITED TO PEDESTRIAN WALKWAYS, AT OR NEAR THE CROSSING SITE AND **REGARDLESS OF WHETHER SUCH INJURY OR DAMAGE IS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF RAILROAD.** NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE NO

INDEMNIFICATION OBLIGATION FOR THE GROSS NEGLIGENCE OR INTENTIONAL, WRONGFUL ACTS OF RAILROAD.

The CITY will include in any contract which it may let for the whole or part of any work to be performed hereunder by or for the CITY that each of its contractors shall apply for and enter into a CONTRACTOR'S RIGHT OF ENTRY AGREEMENT with RAILROAD, such agreement to be provided by RAILROAD.

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

21. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILROAD to furnish any necessary construction watchmen for the protection of RAILROAD'S employees, property, and train operations. RAILROAD shall be notified at least two (2) weeks in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILROAD should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILROAD shall have the right to place such construction watchmen, or other persons. All watchmen fees have been waived for the CITY in exchange for CITY covering all costs of installation and maintenance of the CROSSING SITE as described in Exhibit C and made a part hereof. The furnishing or failure to furnish construction watchmen, or other persons by the RAILROAD under this paragraph, however, shall not release CITY from any and all other liabilities assumed by CITY under the terms of this Agreement. The CITY shall enter into a Contractor's Right of Entry Agreement and Safety Rules Agreement when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. The CITY further agrees that at all times its personnel or agents are on the property of the RAILROAD, they will be accompanied by a RAILROAD representative and any cost involved will be borne by the CITY. All persons entering the Property pursuant to the permission granted herein shall comply and perform the Work in accordance with Genesee & Wyoming Inc.'s Code of Ethics and Conduct and all publicly available policies referenced therein, including but not limited to the Contractor Safety Rules (collectively, the "Policies") which can be located at:

https://gwrr.com/about_us/code-of-ethics

and

https://www.gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=Contractor%20Safety%20Rules

22. Installation, maintenance, and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

23. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

24. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. This Agreement will be governed by the laws of the State of Missouri. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

26. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILROAD and CITY with respect to the matters contained herein.

27. In the event funds are not appropriated and budgeted in any fiscal year for any financial obligation under this Agreement, CITY shall notify RAILROAD of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to CITY of any kind whatsoever.

IN WITNESS WHEREOF, the RAILROAD and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Witness:

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

_____

By: _____

Title: _____

Date: _____

Witness:

CITY of JOPLIN, **MISOURI,** a political subdivision of the State of Missouri

_____

By: _____

Title: _____

Date: _____

EXHIBIT A

May 27, 2020



CITY OF JOPLIN, MISSOURI
PEDESTRIAN CROSSING AGREEMENT
3rd Street Existing Crossing Lat/Long 37.0881407,-94.5026099
3rd Street Proposed Crossing Lat/Long 37.0881328,-94.5026103
4th Street Existing Crossing Lat/Long 37.0875424,-94.5026828
4th Street Proposed Crossing Lat/Long 37.0875654,-94.5026770
Webb City Tamko Industrial Subdivision MP 332.0

NOT TO SCALE

EXHIBIT B
INSURANCE REQUIREMENTS

(a) The CITY ("Licensee") shall, at its own cost and expense, prior to entry onto RAILROAD ("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.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected 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 B and sign a separate right of entry agreement, as required by the Agreement.

EXHIBIT C

Scope of Work; Joplin, MO, 4th & School Storm Drainage Improvements - Phase II

The following is a brief summary of the scope of work as it relates to coordination between the City of Joplin and the Missouri Northern Arkansas Railroad Company, Inc. on the above referenced project.:

A. 5th St. Box Culvert Crossing

1. City of Joplin shall:
    a. Arrange and pay for a contractor to install the precast 5' x 6' reinforced concrete Cooper E-80 rated box culvert in an open trench;
    b. Including excavation, box culvert, bedding, structural backfill, pavement replacement, ballast replacement on either side of rails (not in between), topsoil replacement, seed, and mulch;
    c. Pay and arrange for materials testing for structural backfill;
    d. 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.

2. MNA Railroad shall:
    a. 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;
    b. Arrange and pay for the removal and replacement of cross bucks or any required signal equipment, including materials;
    c. Waive flagging fees to the City of Joplin associated with the encroachment;
    d. Waive crossing fees to the City of Joplin associated with the crossing;
    e. Coordinate with the City of Joplin and complete the installation within 60 hours over a weekend while the tracks are not in service.

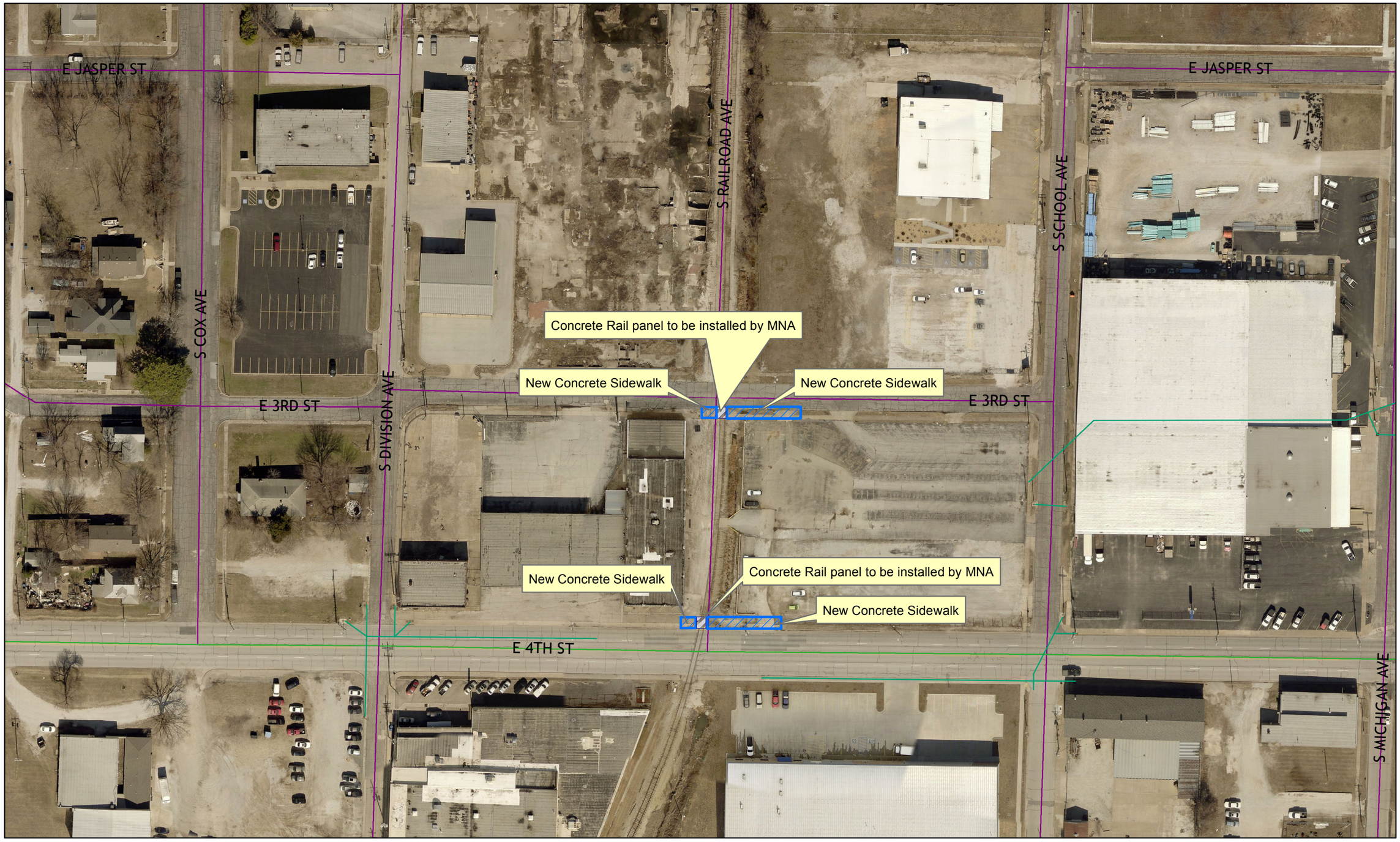
B. Parallelism, 5th St. to Vacated Jasper

1. City of Joplin shall:
    a. Arrange and pay for a contractor to construct storm sewer improvements including, earthwork, installation of box culverts, paved ditch, and appurtenances associated with the ditch improvements;
    b. Replace any ballast that is removed by the City's contractor during the construction of improvements;
    c. Only work during the times designated by MNA Railroad for all work within 25 feet of the near rail;

d. Coordinate with MNA Railroad for the removal and replacement of signal equipment.

2. MNA Railroad shall:
   a. Arrange and pay for the removal and replacement of signal equipment at 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;
   b. Provide any specialty temporary traffic control that may be required by MNA;
   c. Waive flagging fees to the City of Joplin associated with the encroachment and shut down the railroad during designated times when not in use (It was understood that the rail is only used twice a day, Monday-Friday at approximately 10:00 am and 10:00pm for deliveries to TAMKO);
   d. Allow for pedestrian crossings at 4th St. and 3rd St.
   e. Coordinate with the City of Joplin for the construction storm sewer improvements.

4th and School Pedestrian Crossing Agreement Sidewalk Improvements



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COUNCIL BILL NO. 2020-141 ORDINANCE NO

AN ORDINANCE approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater Project (TS0612); 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 pedestrian crossing license 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
Council Bill 2020-149 – Approval for the amending of the City of Joplin's Illicit Discharge Detection and Elimination Ordinance.

MEETING DATE
August 3, 2020

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
Council Bill 2020-149, IDDE Ordinance

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 amendment to the Joplin City Code of Ordinances by amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination (IDDE), which includes regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this amendment to the ordinance shall become effective.

BACKGROUND
The U.S Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) storm water permitting program labels municipal separate storm sewer systems (MS4s) as either "small", "medium" or "large" for the purposes of regulation. The City of Joplin, as a regulated small MS4 operator, is required to submit a permit application and obtain coverage under a NPDES storm water permit. Under the permit, the City is required to develop and implement a storm water management program that includes six minimum control measures (MCMs), evaluation /assessment and reporting efforts, and recordkeeping. Furthermore, the permit requires the City to submit best management practices to the Missouri Department of Natural Resources (MDNR) under the direction of the EPA, identify sources of pollution and contamination, and create and enforce programs and ordinances to eliminate or reduce pollutant discharges into stormwater conveyance systems. As a regulated small MS4 operator, the City of Joplin is federally mandated to develop and maintain an ordinance, or other regulatory mechanism, prohibiting (to the extent allowable under State or local law) non-stormwater discharges into the MS4 and develop appropriate enforcement procedures and actions.

Last year, the City of Joplin successfully completed the renewal process for their current MS4 permit. As part of this renewal process, the City was federally mandated to submit a stormwater management plan which included the 6 Minimum Control Measures (MCMs). These 6 MCMs consist of (1) Public education and outreach of stormwater impact, (2) Public involvement and participation, (3) Illicit Discharge Detection and Elimination, (4) Construction site stormwater runoff and control, (5) Post construction stormwater management in New-development and Re-development, and lastly (6) Pollution prevention/Good housekeeping for municipal operations.

City staff worked with the MDNR to develop the 6 MCMs which collectively comprise the City's stormwater management plan.

The Illicit Discharge Detection & Elimination ordinance found in Chapter 118 Article 2 Division 9 of the City's code of ordinance was enacted last year in order to comply with the federal requirements associated with the City's MS4 permit, specifically the third MCM of the City's Stormwater Management Plan. MCM #3, Illicit Discharge Detection and Elimination, explicitly prohibits non-stormwater discharges into the MS4. With the ordinance having been in effect for a year, MDNR periodically provides comments to the City in order to update the ordinance to reflect current requirements or clarify language in the existing ordinance. This amendment to the ordinance addresses the latest comments provided to the City by MDNR regarding its Illicit Discharge ordinance. In general, the update consists of clarification of existing language in the ordinance and the addition of definitions for terms used within the ordinance.

RECOMMENDATION

Staff recommends approval of Council Bill 2020-149, amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination, of the City of Joplin's Code of Ordinances which includes regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this amendment to the ordinance shall become effective on first reading.

Division 9. – Illicit Discharge Detection and Elimination (IDDE)

Section 118-301. General Provisions

a) Findings of Fact.

It is hereby determined that:

1) Federal regulations define an illicit discharge as "...any discharge to an MS4 that is not composed entirely of stormwater..." with some exceptions.
2) Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-stormwater wastes.
3) Illicit discharges result in untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria to receiving waterbodies.

b) Purpose

The purpose and intent of this Ordinance is to ensure the health, safety and general welfare of citizens of the City of Joplin through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable BMPs and found them to be effective for the Joplin region and in accordance with current city codes, as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit. The objectives of this Ordinance are:

1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges from any user,
2) To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system, and
3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Ordinance
4) Enforcement – See Section 16

c) Authority.

The City of Joplin, a Missouri Municipal Corporation.

d) Applicability

This Ordinance shall apply to all pollutants or waters containing pollutants entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Joplin.

Section 118-302. Definitions

a) *Authorized Enforcement Agency*: Employees or designees of the City of Joplin designated to enforce this Ordinance.

b) *Best Management Practices (BMPs):* Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance

systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

c) *Clean Water Act*. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

d) *Construction Activity*. Activities subject to NPDES Construction Permits, which generally include construction projects resulting in land disturbance of 1 acre or more, or less if part of a larger common project. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

e) *Facility*. Means any public or private building or area that is used for a particular activity or purpose, with said activity or purpose having the potential to discharge, both NPDES permitted and non-permitted, into the MS4.

f) *Hazardous Materials*. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

g) *Illegal Discharge*. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 7 of this Ordinance.

h) *Illicit Connections*. An illicit connection is defined as any of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system; and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

i) *Industrial Activity*. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

j) *MS4*. Municipal Separate Storm Sewer System; a municipality which has a sanitary sewer system and a stormwater sewer system so that the two systems are completely separate.

k) *National Pollutant Discharge Elimination System (NPDES) Permit*. A permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

l) *Non-Stormwater Discharge*. Any discharge to the storm drain system that is not composed entirely of stormwater.

m) *Person*. Means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

n) *Pollutant*. Anything which causes or contributes to pollution or contamination. Pollutants and contaminants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

o) *Premises/Property*. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

p) *Storm Drain System*. Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any road drainage systems, municipal street, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

q) *Stormwater*. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

r) *Stormwater Pollution Prevention Plan (SWPPP):* A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

s) *Wastewater*. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Section 118-303. Applicability
This Ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Section 118-304. Responsibility for Administration
The City of Joplin shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted, or duties imposed upon the authorized enforcement agency may be delegated in writing by the administrator of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Section 118-305. Severability.
The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Section 118-306. Ultimate Responsibility.
The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 118-307. Discharge Prohibitions.
a) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

b) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
   1) The following discharges are exempt from discharge prohibitions established by this Ordinance:
      a. landscape irrigation or lawn watering;
      b. diverted stream flows,
      c. rising groundwater;
      d. uncontaminated groundwater infiltration to storm drains;
      e. uncontaminated pumped groundwater;
      f. foundation or footing drains (not including active groundwater dewatering systems);
      g. uncontaminated water from crawl space/basement sump pumps;
      h. air conditioning condensation;
      i. springs;
      j. individual residential car washing as prescribed in Article IV – Section 114-358 (2)
      k. natural riparian habitat or wetland flows;
      l. flows through mine tailings which are already mitigated through other City ordinance requirements;
      m. emergency fire-fighting activities; and
      n. any other water source not containing pollutants.
   2) The following discharges are not exempt from discharge prohibitions established by this Ordinance:
      a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water.
         1. However, planned discharges from potable water sources may be discharged to the MS4 provided that the City has determined that they are not substantial contributors of pollutants.

b. Swimming pool discharges
    1. Certain swimming pool discharges are permitted under the MO Department of Natural Resources' NPDES Industrial Permits;
    2. Discharges from swimming pools not subject to MO Department of Natural Resources' NPDES Industrial Permits may be discharged to the MS4 provided that they are dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled.

c. Street and sidewalk wash water containing detergents, water used to control dust containing detergents, and routine external building wash down containing detergents. (Also prohibited in City Code Chapter 118 – Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 – Environments - Section 54-35 (4)
    1. Street and sidewalk wash water, water used to control dust, and routine external building wash down water may be discharged to the MS4 provided it does not contain detergents, streets and sidewalks are swept and material removed prior to washing. Active construction sites shall be scraped and swept daily prior to washing the street, as outlined in Appendix 29-F. Erosion and Sediment Control Regulations Section VI, 8. b. and c.

d. Discharges specified in writing by the City of Joplin as being necessary to protect public health and safety.

e. Dye testing is an allowable discharge but requires a written/verbal notification to the City of Joplin prior to the time of the test.

f. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the permitting authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

c) Prohibition of Illicit Connections.
1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17)
2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3) A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17).

Section 118-308. Suspension of MS4 Access.

a) Suspension due to Illicit Discharges in Emergency Situations

The City of Joplin may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may

present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the State, or to minimize danger to persons.

b) Suspension due to the Detection of Illicit Discharge
    1) Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Joplin will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.
    2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Joplin.

Section 118-309. Powers and Authority of Inspectors

a) The City of Joplin inspector bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, records examination and copying, observation, measurements, sampling, and testing pertinent to discharge or potential to discharge, and for repair and maintenance to the municipal separate storm sewer system.

b) Information and data on a non-domestic source obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction, unless the non-domestic source specifically requests and is able to demonstrate to the satisfaction of the City of Joplin that the release of such information would divulge information, processes or methods of production entitled to protection as confidential information according to the criteria set forth in 40 CFR 2.208 and 2.302, as may be amended from time to time. When requested by the person furnishing a report, the portions of a report which might disclose confidential information shall not be made available for inspection by the public. Stormwater constituents and characteristics will not be recognized as confidential information. Information accepted by the City of Joplin as confidential shall be made available upon request to any agency meeting the requirements of Section 308 of the Clean Water Act, including officers, employees or authorized representatives of the United States concerned with carrying out the Clean Water Act, bound by the confidentiality rules in 40 CFR Part 2, as may be amended from time to time.

c) While performing inspections the City of Joplin shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the authorized representative(s), and the City of Joplin shall indemnify the company against loss or damage to its property by City of Joplin employees and against liability claims and demands for personal injury or property damage asserted against the company by City of Joplin employees and growing out of the inspection and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

d) Unreasonable delays in allowing the City of Joplin access to the premises or other interference with the activities of the City of Joplin shall be a violation of this law. Access to property and/or records of a non-domestic source may not be refused on the basis that the City of Joplin refuses to sign any waiver, access agreement, or similar document.

e) If the City of Joplin has been refused access to a building, structure or property or any part thereof, and if the City of Joplin has demonstrated probable cause to believe that there may be a violation of this law or that there is a need to inspect as part of a routine inspection program of the City of Joplin to verify compliance with this law or any permit or order issued hereunder, or to protect the environment and overall public health, safety and welfare of the community, then the City of Joplin will make an application to a court of competent jurisdiction for a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant application shall specify what, if anything, may be searched and/or seized on the property described. If granted by the court, such warrant shall be served at reasonable hours by the City of Joplin in the company of a uniformed officer of the law enforcement agency with jurisdiction over the property. In the event of an emergency affecting public health and safety, inspections may be made without the issuance of a warrant.

Section 118-310. Industrial or Construction Site Activity Discharges.
Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Joplin prior to the allowing of discharges to the MS4.

Section 118-311. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.
Any owner or operator responsible for a property or premise, including private citizen facilities, as well as NDPES permitted and non-NDPES permitted facilities, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, structural and non-structural BMPs to prevent the discharge of pollutants to the municipal separate storm sewer system. Further, the owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of structural and non-structural Best Management Practices (BMPs). Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Section 118-312. Watercourse Protection.
Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. In addition, the

owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 118-313. Notification of Spills.
Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Joplin within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Section 118-314. Illegal Dumping Prohibited
No person shall dump or otherwise deposit outside an authorized landfill or other authorized garbage or trash collection point, including but not limited to any grass clippings, leaves, motor oil, paint, wash water, chemicals, trash or garbage of any kind or description on any private or public property, occupied or unoccupied, with the potential to discharge to the municipal storm sewer system.

Section 118-315. Enforcement.
a) Notice of Violation.
Whenever the City of Joplin finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible parties. Such notice may require without limitation:

1) The performance of monitoring, analyses, and reporting;
2) The elimination of illicit connections or discharges;
3) That violating discharges, practices, or operations shall cease and desist;
4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
5) Payment of a fine to cover administrative and remediation costs; and
6) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

Section 118-316. Appeal of Notice of Violation.
Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within fifteen (15) days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Section 118-317. Enforcement Measures After Appeal.
If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within fifteen (15) days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Section 118-318. Cost of Abatement of the Violation.
a) Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

b) Any person violating any of the provisions of this Ordinance shall become liable to the City of Joplin by reason of such violation. The liability shall be paid in not more than 12 equal payments beginning thirty (30) days following final notification of the abatement costs. Interest at the rate of ten (10) percent per annum shall be assessed on the balance beginning on the 1st day following discovery of the violation.

Section 118-319. Injunctive Relief.
It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this Ordinance, the City of Joplin may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Section 118-320. Compensatory Action.
In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City of Joplin may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 118-321. Violations Deemed A Public Nuisance.
In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a danger to the environment and threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Section 118-322. Criminal Prosecution.
Any person who shall violate the provisions of this article shall be guilty of an ordinance violation and shall be subject to the penalties set forth in City Code Section 1-5. – General penalty; continuing violations; violations deemed public nuisance (a), (b), and (c).

Section 118-323. Cost Recovery.
The City of Joplin may recover all attorney's fees, court costs and other expenses associated with enforcement of this Ordinance, including sampling and monitoring expenses.

Section 118-324. Remedies Not Exclusive.
The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City of Joplin to seek cumulative remedies.

Section 119-325. Adoption of Ordinance.
This Ordinance shall be in full force and effect immediately after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

COUNCIL BILL NO. 2020-149 ORDINANCE NO

AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination.

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

WHEREAS, the City of Joplin has successfully renewed its MS4 permit requiring development of its Illicit Discharge Detection and Elimination Ordinance; and,

WHEREAS, the City of Joplin is required to update its Illicit Discharge Detection and Elimination ordinance; and

WHEREAS, the attached Illicit Discharge Detection and Elimination ordinance satisfies this requirement having been updated to reflect the Missouri Department of Natural Resource's comments.

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

Section 1. That Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination, be amended in substantially similar form as attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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
Council Bill 2020-151 – approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates (AMA) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements.

MEETING DATE
August 3, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map Exhibit, Council Bill 2020-151, Work Authorization

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 authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. A project to reduce flooding at the intersection of Lone Elm road and Murphy Boulevard was included on the approved list of projects. The existing double 10’ x 4’ Reinforced Concrete Box culvert under Murphy Boulevard is undersized with only slightly more capacity than a 2-year storm discharge. At the north corner of the Lone Elm road and Murphy Boulevard intersection, water ponds on the edge of the roadway and in the beginning of the ditch of Lone Elm Hollow.

City staff have selected Allgeier, Martin & Associates Inc. (AMA), from the City’s list of on call consultants for Stormwater, for professional engineering consulting services for the design of stormwater improvements at the intersection of Murphy Boulevard and Lone Elm road. Design of improvements will generally include the removal and replacement of the existing box culvert, including the preparations of plans and specifications necessary to bid and construct said work. The scope of services also include bidding and construction phase engineering for the installation of the improvements to the storm drainage system as well as the submittal of a final report to FEMA (if required) for the project (which includes an as-built survey and model) as the project is located in a FEMA defined floodplain. City staff has reviewed the fees submitted by AMA for the engineering consulting services and found them to be within industry standards. Public Works intends to provide construction inspection and management. AMA’s scope and fees include this service, in case staff are unable to devote enough time to inspect the work.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-151, Work Authorization AMA-OC20-016 with AMA in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Steven Martinez, E.I. Stormwater Engineer		Attention: Michael Keaton, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 531	Fax: 417-625-4738	Project: Murphy Blvd. and Lone Elm Stormwater Improvements	

WORK AUTHORIZATION NUMBER AMA-OC20-016
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-016 exceed the sum of Eighty-One Thousand Five-Hundred Dollars ($81,500).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred 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. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred 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. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Michael Atkinson

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 6/22/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-016 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Murphy Blvd. and Lone Elm Stormwater Improvements)

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the storm sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally the box culvert on Lone Elm Hollow that crosses NW Murphy Blvd. in Joplin, Missouri.

1.1.3.2 Design of improvements will generally include the removal and replacement of the existing box culvert, including the preparation of plans and specifications necessary to bid and construct said work. The project is located in a FEMA defined floodplain. Work will include the submission of a final report to FEMA, if required. This will include an as-built survey and model. For the purpose of this proposal, the construction cost is estimated to be $275,000.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said improvements to the storm drainage system.

1.1.3.4 Resident Project Representation Services are not included within this scope of work but can be added as an additional service at a later date if desired by the Owner. It is estimated that services will be part time (15hrs/wk) with a construction duration of 3 months.

1.1.3.5 Property Acquisition Services are not included within this scope of work but can be added as an additional service at a later date if desired by the Owner. It is estimated that up to 2 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

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

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

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

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

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

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

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

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

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

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

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

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

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation (To be added as an additional service if desired by the Owner).

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

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

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in

matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

1.5 Right-of-Way/Easement Acquisition (To be added as an additional service if desired by the Owner)

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

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

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

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

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

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

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

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

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

1.5.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 6 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 3-month construction time period.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $81,500, as set forth in Work Authorization Number AMA–OC20-016 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee	
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$30,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$16,000	
Pre-Design Topographic Survey and As-Built Survey (Paragraphs 1.1.3.2 and 1.2)	$6,500	
FEMA Coordination and As-Built Model (Paragraphs 1.1.3.2 and 1.2)	$5,000	
Total Standard Project Engineering Services		$57,500
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$20,000	
Right-of-Way Acquisition Services (Paragraphs 1.1.3.5 and 1.5)	$4,000	
Total Estimated Maximum Fee – All Services		$81,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2020

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

HOURLY LABOR RATES

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

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

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NON–LABOR RATES

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

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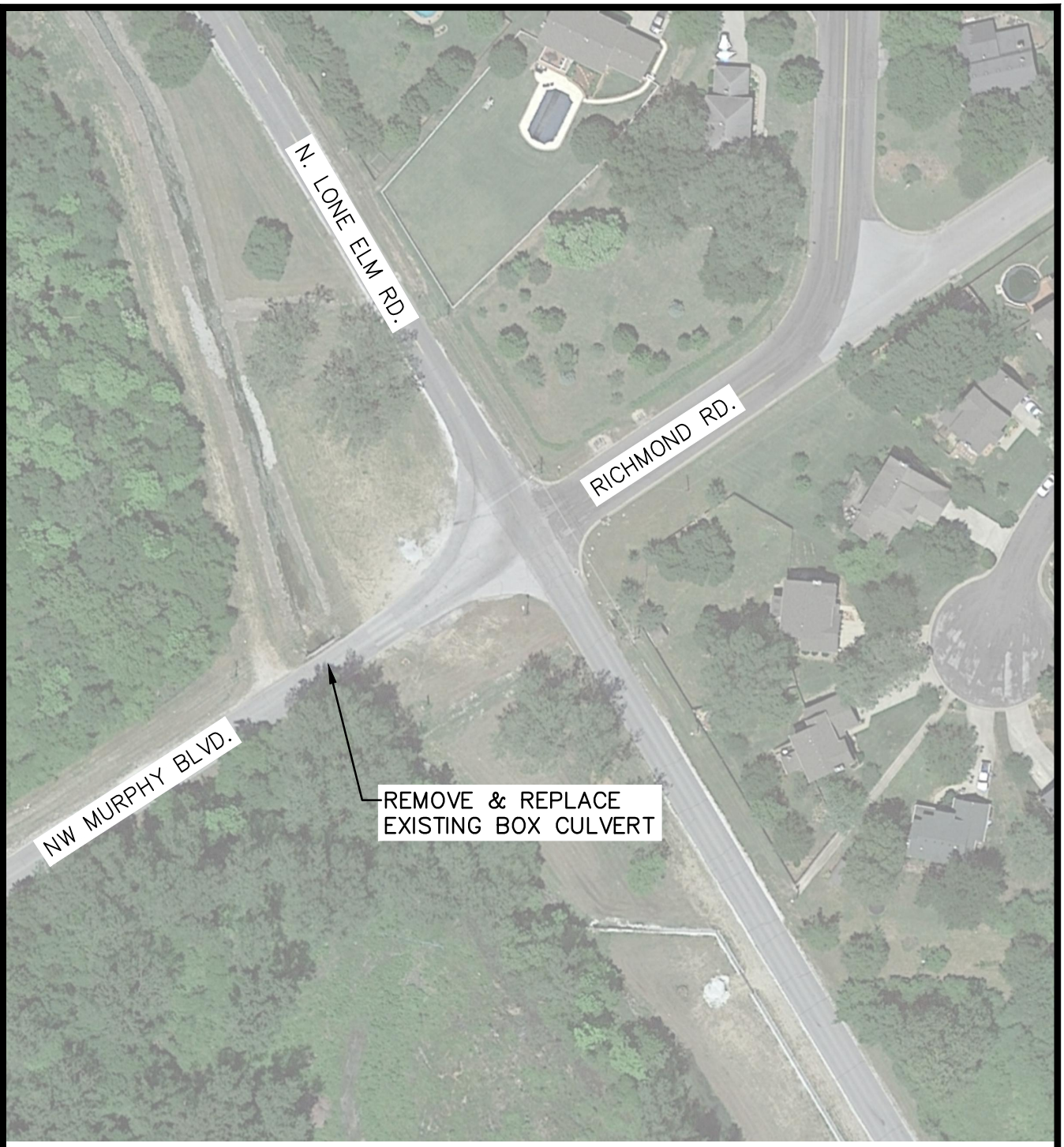

PLAN

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100' 0 50' 100'

STORMWATER IMPROVEMENTS
MURPHY BOULEVARD & LONE ELM ROAD

JOPLIN, MISSOURI
7/23/2020

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

COUNCIL BILL NO. 2020-151 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; 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 Work Authorization AMA-OC20-016 with AMA in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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 2020-151

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

_____

Leslie Haase, Director of Finance