JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 6, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

AMENDED AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Snow Removal Policy And Procedure
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Christmas For Kids – IAFF Local 59
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Shelby Howard Requested To Speak On FOP Concerns Regarding Police Officer Retention.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. RESOLUTION NO. 2021-024
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use located at 905, 909, and 913 W. 7th Street, in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2021-024 SUMMARY.PDF
RS 2021-024 MIN.PDF
RS 2021-024 STAFF REPORT.PDF
RS 2021-024.PDF

3. RESOLUTION NO. 2021-025
A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 1007 N. Byers Ave. in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2021-025 MIN.PDF
RS 2021-025 STAFF REPORT.PDF
RS 2021-025 SUMMARY.PDF
RS 2021-025.PDF

4. RESOLUTION NO. 2021-026
A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 611 N. Wall Ave. in the City of Joplin, Jasper County, Missouri.

Documents:

RS2021-026 SUMMARY.PDF
RS 2021-026 MIN.PDF
RS 2021-026 STAFF REPORT.PDF
RS 2021-026.PDF

5. COUNCIL BILL NO. 2021-291
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 313 N. Buchanan Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-291 MINUTES.PDF
CB 2021-291 STAFF REPORT.PDF
CB 2021-291 SUMMARY.PDF
CB 2021-291.PDF

6. COUNCIL BILL NO. 2021-292

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1524 E. Central St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-292 MINUTES.PDF
CB 2021-292 STAFF REPORT.PDF
CB 2021-292 SUMMARY.PDF
CB 2021-292.PDF

7. COUNCIL BILL NO. 2021-293
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and R-1 (Single-family Residential) and including in District C-3-PD (Commercial Planned Development) property as described below and located at 2014 S. Range Line Rd. & 2019 S. Highview Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-293 MINUTES.PDF
CB 2021-293 STAFF REPORT.PDF
CB 2021-293 SUMMARY.PDF
CB 2021-293.PDF

8. Case 064-21
Case 064-21: 916 S. Jackson. – A request to declare property surplus.

Documents:

CASE 064-21 MINUTES.PDF
CASE 064-21 STAFF REPORT.PDF
CASE 064-21 SUMMARY.PDF

9. Case 065-21
Case 065-21: 911 S. Pennsylvania Ave. – A request to declare Excess property.

Documents:

CASE 065-21 MINUTES.PDF
CASE 065-21 STAFF REPORT.PDF
CASE 065-21 SUMMARY.PDF

10. Case 066-21

Case 066-21: Approx. 175′ W. of intersection N. St. Louis Ave. & E. North Street – A request to declare Excess property.

Documents:

CASE 066-21 MINUTES.PDF
CASE 066-21 STAFF REPORT.PDF
CASE 066-21 SUMMARY.PDF

11. Case 067-21
Case 067-21: Northeast Corner of W. Junge Ave. & S. Sergeant Ave. – A request to declare Excess property.

Documents:

CASE 067-21 MINUTES.PDF
CASE 067-21 STAFF REPORT.PDF
CASE 067-21 SUMMARY.PDF

12. Case 068-21
Case 068-21: 1304 S. Kentucky Ave. – A request to declare Excess property.

Documents:

CASE 068-21 MINUTES.PDF
CASE 068-21 STAFF REPORT.PDF
CASE 068-21 SUMMARY.PDF

13. COUNCIL BILL NO. 2021-532
AN ORDINANCE approving a Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District. (This item is also placed under Emergency Ordinances for final approval).

8. Consent Agenda

1. Minutes Of The November 15, 2021 City Council Meeting

Documents:

MINS. NOV 15. 2021.PDF

2. Minutes Of The November 17, 2021 Special City Council Meeting

Documents:

SPEC. MTG. NOV. 17.PDF

3. COUNCIL BILL NO. 2021-529

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2021-529.PDF

4. COUNCIL BILL NO. 2021-530
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2021-530.PDF

5. COUNCIL BILL NO. 2021-531
AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2021-531.PDF

9. Resolutions

1. RESOLUTION NO. 2021-023
A RESOLUTION approving the adoption of the official City of Joplin Brand.

Documents:

RESOLUTION 2021-023 SUMMARY SHEET.PDF
RESOLUTION 2021-23 COJ BRANDING EXHIBIT A.PDF
RESOLUTION 2021-23 COJ BRANDING STYLE GUIDE EXHIBIT B.PDF
RESOLUTION 2021-023.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-011
   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Holly Nagy for the purpose of employing her as City Clerk for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

   CB2021-011-EMPLOYMENT AGREEMENT HOLLY NAGY-CITY CLK-11292021142322.PDF

2. COUNCIL BILL NO. 2021-169
   AN ORDINANCE approving an Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services 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:

   CB2021-169 SUMMARY SHEET-CONTRACT LABOR FOR SNOW REMOVAL.PDF
   CB2021-169 COJ INDEPENDENT CONTRACTOR AGREEMENT RE RFP2021-016 PRE-TREATMENT AND SNOW REMOVAL SERVICES.PDF
   CB2021-169 COUNCIL ORDINANCE-CONTRACT LABOR FOR SNOW REMOVAL.PDF
   CB2021 - 169 BID PROPOSAL.PDF

3. COUNCIL BILL NO. 2021 – 358
   AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 2009 E 4TH St. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2021-358 PICTURES.PDF
   CB 2021-358 SUMMARY.PDF
   CB 2021-358.PDF
   CB 2021-358 BIDS.PDF

4. COUNCIL BILL NO. 2021–359

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 622 S. Porter Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred Ninety- Nine and 00/100 Dollars ($ 4,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-359 BID.PDF
CB 2021-359 PICTURE.PDF
CB 2021-359 SUMMARY.PDF
CB 2021-359.PDF

5. COUNCIL BILL NO. 2021 – 360
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 806 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Twenty-one and 00/100 Dollars ($4,121.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-360 BIDS.PDF
CB 2021-360 PICTURE.PDF
CB 2021-360 SUMMARY.PDF
CB 2021-360.PDF

6. COUNCIL BILL NO. 2021-458
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing July 1, 2021 and running through June 30, 2023, for the amount of up to Four Hundred Twenty-Two Thousand, Three Hundred Forty-Seven Dollars and No Cents ($422,347.00), to enable the Health Department to provide COVID-19 activities and response to the residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2021-458-SUMMARY SHEET.PDF
CB2021-458-COUNCIL BILL.PDF
CB2021-458-SUPPLEMENTAL ITEM CONTRACT.PDF

7. COUNCIL BILL NO. 2021-532

AN ORDINANCE approving a Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District; and containing an emergency clause.

Documents:

CB 2021-532 SUMMARY AMEND BOUNDARIES AND ADD PROPERTY TO 32ND STREET PLACE CID.PDF
CB 2021-532 ORDINANCE AMEND BOUNDARIES AND ADD PROPERTY TO 32ND STREET PLACE CID.PDF
CB 2021-532 EXHIBIT A SECOND AMENDED CID PETITION TO ANNEX PROPERTY 32ND STREET PLACE CID.PDF
CB 2021-532 EXHIBIT B 32ND STREET PLACE CID PROPOSED ANNEXATION AREA.PDF
CB 2021-532 32ND STREET PLACE CID FINAL AREA.PDF

8. COUNCIL BILL NO. 2021-533
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel at 226 North Byers Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-533 SUMMARY LAND SALE 226 N BYERS PROPERTY.PDF
CB 2021-533 LAND SALE ORDINANCE 226 N BYERS PROPERTY.PDF
CB 2021-533 EXHIBIT A 226 N BYERS AVE REAL ESTATE CONTRACT.PDF
CB 2021-533 MAP OF 226 N BYERS.PDF
CB 2021-533 BID TABULATION.PDF

9. COUNCIL BILL NO. 2021-534
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Patterson Collaborative, LLC., for the sale of four parcels at the northeast corner of Broadway and School, 1109 Broadway, 1111 Broadway and east of 1111 Broadway, totaling approximately 18,500 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-534 SUMMARY LAND SALE BROADWAY PROPERTIES.PDF
CB 2021-534 LAND SALE ORDINANCE BROADWAY PROPERTIES.PDF
CB 2021-534 EXHIBIT A BROADWAY PROPERTIES REAL ESTATE CONTRACT.PDF
CB 2021-534 MAP OF BROADWAY PROPERTIES.PDF
CB 2021-534 BID TABULATION.PDF

10. COUNCIL BILL NO. 2021-535

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 2014 Connor Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-535 SUMMARY LAND SALE 2014 CONNOR.PDF
CB 2021-535 LAND SALE ORDINANCE 2014 CONNOR.PDF
CB 2021-535 EXHIBIT A 2014 CONNOR REAL ESTATE CONTRACT.PDF
CB 2021-535 MAP OF 2014 CONNOR.PDF
CB 2021-535 BID TABULATION.PDF

11. COUNCIL BILL NO. 2021-536

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1123 Porter Avenue, totaling approximately 7,500 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-536 SUMMARY LAND SALE 1123 PORTER.PDF
CB 2021-536 LAND SALE ORDINANCE 1123 PORTER.PDF
CB 2021-536 EXHIBIT A 1123 PORTER REAL ESTATE CONTRACT.PDF
CB 2021-536 MAP OF 1123 PORTER.PDF
CB 2021-536 BID TABULATION.PDF

12. COUNCIL BILL NO. 2021-537

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1524 South Moffet, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-537 SUMMARY LAND SALE 1524 S MOFFET.PDF
CB 2021-537 LAND SALE ORDINANCE 1524 S MOFFET.PDF
CB 2021-537 EXHIBIT A 1524 S MOFFET REAL ESTATE CONTRACT.PDF
CB 2021-537 MAP OF 1524 MOFFET.PDF
CB 2021-537 BID TABULATION.PDF

13. COUNCIL BILL NO. 2021-538

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 3rd and Jackson, totaling approximately 6,140 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-538 SUMMARY LAND SALE 3RD AND JACKSON.PDF
CB 2021-538 LAND SALE ORDINANCE 3RD AND JACKSON.PDF
CB 2021-538 EXHIBIT A 3RD AND JACKSON REAL ESTATE CONTRACT.PDF
CB 2021-538 MAP OF 3RD AND JACKSON.PDF
CB 2021-538 BID TABULATION.PDF

14. COUNCIL BILL NO. 2021-539

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1710 Pearl Avenue, totaling approximately 6,700 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-539 SUMMARY LAND SALE 1710 PEARL AVENUE.PDF
CB 2021-539 LAND SALE ORDINANCE 1710 PEARL AVENUE.PDF
CB 2021-539 EXHIBIT A 1710 PEARL AVE REAL ESTATE CONTRACT.PDF
CB 2021-539 MAP OF 1710 PEARL.PDF
CB 2021-539 BID TABULATION.PDF

15. COUNCIL BILL NO. 2021-540

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1403 Valley, totaling approximately 5,950 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-540 SUMMARY LAND SALE 1403 VALLEY.PDF
CB 2021-540 LAND SALE ORDINANCE 1403 VALLEY.PDF
CB 2021-540 EXHIBIT A 1403 VALLEY REAL ESTATE CONTRACT.PDF
CB 2021-540 MAP OF 1403 VALLEY.PDF
CB 2021-540 BID TABULATION.PDF

16. COUNCIL BILL NO. 2021-541

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2302 Harlem, totaling approximately 5,188 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-541 SUMMARY LAND SALE 2302 HARLEM.PDF
CB 2021-541 LAND SALE ORDINANCE 2302 HARLEM.PDF
CB 2021-541 EXHIBIT A 2302 HARLEM REAL ESTATE CONTRACT.PDF
CB 2021-541 MAP OF 2302 HARLEM.PDF
CB 2021-541 BID TABULATION.PDF

17. COUNCIL BILL NO. 2021-542

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2315 Empire Avenue, totaling approximately 6,100 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2021-542 SUMMARY LAND SALE 2315 EMPIRE AVE.PDF
CB 2021-542 LAND SALE ORDINANCE 2315 EMPIRE.PDF
CB 2021-542 EXHIBIT A 2315 EMPIRE REAL ESTATE CONTRACT.PDF
CB 2021-542 MAP OF 2315 EMPIRE.PDF
CB 2021-542 BID TABULATION.PDF

18. COUNCIL BILL NO. 2021-612

AN ORDINANCE authorizing the City of Joplin to create a purchase order to Joplin Industrial Electric in the amount Fifty-Two Thousand Six Hundred Fifty-Three Dollars ($52,653.00) for the installation of lights at Ewert Skate Park, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and containing an emergency clause

Documents:

CB 2021-SUMMARY SHEET INSTALLATION OF LIGHTS AT EWERT SKATE PARK.PDF
CB 2021-612 INSTALLATION OF LIGHTS AT EWERT SKATE PARK.PDF
EWERT SKATE PARK INSTALLATION OF LIGHTS SCOPE OF WORK EXHIBIT A.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-167
   Council Bill No. 2021-167 authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC, for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   SUMMARY CB 2021-167_CABLERUNNER ROW USE AGREEMENT (11.3.21) SS.PDF
   ORD. 2021-167 - CABLERUNNER ROW USE AGREEMENT (11.3.21).PDF

2. COUNCIL BILL NO. 2021-168
   Council Bill No. 2021-168 authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC, for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's underground sanitary sewer and stormwater systems and ensuring compliance with the City's requirements of such use of City property; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   SUMMARY CB2021-168_ CABLERUNNER NON-ROW SYSTEM LEASE AGREEMENT (11.3.21) SS.PDF
   ORD. 2021-168 - CABLERUNNER LEASE (11.3.21).PDF

3. COUNCIL BILL NO. 2021-173
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) for the Mill and Overlay 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2021-173 SUMMARY SHEET.PDF
   CB 2021-173 COUNCIL BILL.PDF
   CB 2021-173 AGREEMENT.PDF
   CB 2021-173 BID TAB.PDF
   CB 2021-173 MAPS.PDF

4. COUNCIL BILL NO. 2021-409
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2021 CDBG public

service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2021-409 SUMMARY.PDF
CB 2021-409 AGREEMENT.PDF
CB 2021-409.PDF

5. COUNCIL BILL NO. 2021-410
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2021-410 AGREEMENT.PDF
CB 2021-410 SUMMARY.PDF
CB 2021-410.PDF

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

13. **Unfinished Business**

14. **New Business**

1. Appointments To The Proposition Action Implementation And Oversight Committee

2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2020. 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.

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

Ad Omnia Parata

Together we are ready for anything.

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 clearly for the record.

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2021-024 – Special Use Permit (1st Request)

MEETING DATE:
December 6, 2021

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 058-21: 905, 909, and 913 W. 7th St. - A request for a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use – Serita Eldridge

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of an outdoor recreation and entertainment use, more specifically, a food truck park. The facility provides up to 8 off-street parking spaces on-site and employs 0 assistants or employees other than the property owner.

Food truck parks are often found along existing commercial corridors for high visibility for food trucks.

PLANNING & ZONING COMMISSION TESTIMONY:
Serita Eldridge, 715 Ella Street, Webb City, MO. We have opened a food park called Food Park 66, it is a unique outdoor experiential shopping area. We will have different food vendors out there, food trucks, will hold special events, birthday rental, food, shopping, and entertainment vendors basically. There is no zoning changes requested; the property is zoned for what we are doing already. No changes to the building. I do have a disagreement with the conditions that have been put in the special use by the City. First off, the Health Department wants to limit the number of times that a temporary vendor can come to our special events. Also, I have a disagreement with the hours that the Police Department is trying to impose. They are wanting us to close our business at 9:30pm. I do realize there is a possibility concerning the noise ordinance since we are an outdoor park. There are some neighbors and we have been out there after those times and had no complaints. I also notice that there is a 2-year time frame put on this. In my business plan I won't have a profit until the 3rd year.

Ms. Bruckner-Sears stated that for all our Special Use Permits the time frame is 2 years for reevaluation. We did make note of your concerns.

Ms. Eldridge stated that she doesn't even know why she needs a Special Use Permit because she isn't doing anything special. This is the same kind of thing that goes on everywhere. I have concerns of the conditions that they are trying to impose.

Mr. Stanton stated he would like to address the concerns of the noise. The conditions don't state 9:30pm, it states half hour before the noise ordinance takes effect.

Ms. Eldridge stated that is 10:00pm so it would be 9:30pm.

Mr. Stanton stated that the regular operation you have there would not be included under that. It is when you have live music or abnormally large gatherings.

Ms. Eldridge stated that is not what it states either. It stated live music, large gatherings, festivals, and then when it comes down to the food trucks it says they must close at the same time outlined.

Ms. Steele asked Ms. Eldridge again you wish to go ahead with this even though you have concerns?

Ms. Eldridge asked what her options were?

Mr. Stanton stated that you would have to go through and receive a Special Use Permit from the City Council to continue operating. You can ask this commission and City Council to amend these conditions. Once it leaves here there is no guarantee that it will pass with the amended conditions.

Mr. Stanton stated that there are some Health Department members here for any questions you might have.

Ryan Talken, Director of the Joplin Health Department and Devin Blankenship, Asst. Director of the Joplin Health Department. Mr. Talken stated that he thought it was important to differentiate between the categories in the food code. Non-brick and mortar vendors, there are two basic categories. There is a temporary event vendor, those are what you would associate with fairs and festivals. Vendors that can operate with the bare minimum. The other category is a mobile food vendor. Mobile food vendors were put in place and voted into its existence by the City Council in 2014. That is more of your food trucks, licensed vendors. You can operate anytime, anywhere, 365 days of the year. The mobile food vendors do have a food permit, they are licensed the same as a restaurant. They pay a health permit fee.

Ms. Steele asked why the restriction on closing time and how many times they can go?

Mr. Talken stated that the time restriction is the Police Department, not the Health Department's restriction. The way the food code is written it doesn't truly define temporary food vendors. What we have done in the past is go off intent. The intent of a temporary event is an event. Start/stop. Mobile food can operate 365 days. The biggest difference is food safety.

Ms. Eldridge stated that she was not the food vendor. We don't do food; we make our money from the vendors paying rent space on the land.

Ms. Phillips asked if she is the applicant or the not-for-profit organization?

Ms. Eldridge stated that she is part of the not-for-profit organization.

Ms. Eldridge stated she was applying for this as Food Park 66 that is the park itself. The business makes money off the vendors.

PUBLIC COMMENT;
Kim Owen, 635 N Moffet, Joplin, MO. She wants to wish Ms. Eldridge the best of luck and she thinks it is a grand idea.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends Approval (5 Favor, 1 Nay, 1 Absent)

ATTACHMENTS
RS 2021-024, Staff Planning Report, P&Z Commission Minutes.

RS 2021-024

Case 058-21: 905, 909, and 913 W. 7th St. - A request for a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use – Serita Eldridge

Serita Eldridge, 715 Ella Street, Webb City, MO. We have opened a food park call Food Park 66, it is a unique outdoor experiential shopping. We will have different food vendors out there, food trucks, will hold special events, birthday rental, food, shopping, and entertainment vendors basically. There is no zoning changes requested; the property is zoned for what we are doing already. No changes to the building. I do have a disagreement with the conditions that have been put in the special use by the City. First off, the Health Department wants to limit the number of times that a temporary vendor can come to our special events. Also, I have a disagreement with the hours that the Police Department is trying to impose. They are wanting us to close our business at 9:30pm. I do realize there is a possibility concerning the noise ordinance since we are an outdoor park. There are some neighbors and we have been out there after those times and had no complaints. I also notice that there is a 2-year time frame put on this. In my business plan I won't have a profit until the 3rd year.

Ms. Bruckner-Sears stated that for all our Special Use Permits the time frame is 2 years for reevaluation. We did make note of your concerns. Do the commissioners have any questions? There were none. Would anyone like to speak in favor of this proposal? There was not. Is anyone against this proposal. There was not.

Ms. Steele asked Ms. Eldridge to come back to the podium for a question. Ms. Steele stated that she did have some legitimate complaints or concerns. Do you want to wait to get those amended until we send it on?

Ms. Eldridge stated that she didn't think that is a possibility. She has called the Sergeant and he isn't in to be able to discuss it with him. I don't know if he is willing to work with us or not. Then the Health Department stated that it isn't fair that other people have put money into their food trucks, so they are adamant that they are not changing.

Ms. Steele stated to Ms. Eldridge that even with that you're willing to go ahead of this?

Ms. Eldridge stated that she doesn't even know why she needs a Special Use Permit because she isn't doing anything special. This is the same kind of thing that goes on everywhere. I have concerns of the conditions that they are trying to impose.

Mr. Stanton stated he would like to address the concerns of the noise. The conditions don't state 9:30pm, it states half hour before the noise ordinance takes effect.

Ms. Eldridge stated that is 10:00pm so it would be 9:30pm.

Mr. Stanton stated that the regular operation you have there would not be included under that. It is when you have live music or abnormally large gatherings.

Ms. Eldridge stated that is not what it states either. It stated live music, large gatherings, festivals, and then when it comes down to the food trucks it says they must close at the same time outlined.

Ms. Steele asked Ms. Eldridge again you wish to go ahead with this even though you have concerns?

Ms. Eldridge asked what her options were.

Mr. Stanton stated that you would have to go through and receive a Special Use Permit from the City Council to continue operating. You can ask this commission and City Council to amend these conditions. Once it leaves here there is no guarantee that it will pass with the amended conditions.

Ms. Eldridge is requesting an amendment for the time that you would need to close and how many times a temporary food vendor can come to the park.

Ms. Bruckner-Sears asked staff if that is something we can do here with a temporary vendor is that only through the Health Department.

Mr. Stanton stated that there are some Health Department members here for any questions you might have.

Ryan Talken, Director of the Joplin Health Department and Devin Blankenship, Asst. Director of the Joplin Health Department. Mr. Talken stated that he thought it was important to differentiate between the categories in the food code. Non-brick and mortar vendors, there are two basic categories. There is a temporary event vendor, those are what you would associate with fairs and festivals. Vendors that can operate with the bare minimum. The other category is a mobile food vendor. Mobile food vendors were put in place and voted into its existence by the City Council in 2014. That is more of your food trucks, licensed vendors. You can operate anytime, anywhere, 365 days of the year. The mobile food vendors do have a food permit, they are licensed the same as a restaurant. They pay a health permit fee.

Mr. Eastman asked why the restriction on time?

Ms. Steele asked why the restriction on closing time and how many times they can go?

Mr. Talken stated that the time restriction is the Police Department, not the Health Department's restriction. The way the food code is written it doesn't truly define temporary food vendors. What we have done in the past is go off intent. The intent of a temporary event is an event. Start/stop. Mobile food can operate 365 days. The biggest difference is food safety. You can have an event once a month.

Ms. Phillips stated that she has been open for at least 6 weeks maybe longer. Has there been any complaints or infractions?

Mr. Talken stated that we have done temporary food inspections out there, we have worked with the vendor. As far as complaints go, he had no idea.

Mr. Stanton stated that Planning and Zoning has not received any complaints.

Ms. Phillips asked if Fire or the Police have received any complaints.

Mr. Stanton stated that they have not mentioned any complaints. They did have other concerns which made it into the conditions.

Ms. Eldridge stated they were planning on being open 365 days a year. We also plan on having different special events out there. They are some that go from Spring to Fall, but other events going on.

Ms. Steele asked if Ms. Eldridge was the food vendor.

Ms. Eldridge stated that she was not the food vendor. We don't do food; we make our money from the vendors paying rent space on the land.

Ms. Phillips asked if she is the applicant or the not-for-profit organization?

Ms. Eldridge stated that she is part of the not-for-profit organization.

Ms. Steele stated she has one more question. You are applying for this as an individual not as the non-profit?

Ms. Eldridge stated she was applying for this as Food Park 66 that is the park itself. The business makes money off the vendors. Some of the things, some of the events we are doing, those are related to the non-profit.,

Ms. Bruckner-Sears asked the commission if there were any other questions for Ms. Eldridge and the Health Department. Is there anyone here that would like to speak in favor of this case?

Kim Owen, 635 N Moffet, Joplin, MO. She wants to wish Ms. Eldridge the best of luck and she thinks it is a grand idea.

Ms. Bruckner asked if there was anyone who would like to speak against this case? There was not.

Ms. Phillips asked when would be put in the amendments?

Ms. Stanton requested that you have an amendment to consider, that a separate motion, second and vote for each amendment proposed would need to occur.

Ms. Phillips asked staff if we suggest an amendment, wouldn't that be going over the heads of the Health Department, Police and Fire Departments' conditions?

Mr. Stanton stated as staff we cannot make specific recommendations on cases. The conditions that are in here are almost the foundation to work with. If you feel the need to amend them, you can.

Ms. Steele asked staff if there are not amendments, and it goes to Council as is, then Ms. Eldridge can petition or appear before Council for the amendments she wishes?

Mr. Stanton mentioned that was correct. She would go through an identical process at Council as it is here. She will have the opportunity to address council with her concerns and request any changes.

Mr. Bolander stated that we recommend any amendments be made in this body.

Ms. Steele asked if I said we would like the City Council to reconsider the time and the food trucks for business would that satisfy what you would need?

Mr. Bolander stated that he recommends that Ms. Steele make that amendment.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 058-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN,

MR. MCCULLOUGH, MS. STEELE, AND MS. WARREN “AYE” MS. PHILLIPS “NAY”, (5 IN FAVOR, 1 OPPOSED, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Special Use Permit

CASE 058-21 A request for a Special Use Permit for the operation of an outdoor recreation and entertainment use.

LOCATION 905, 909, and 913 W. 7th St.

APPLICANT Serita Eldridge

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Food Truck Park	Approximately 0.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	C-3	C-3	R-2
Land Use	Light Manufacturing	Grocery	Retail	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 7th St.	Arterial	60'
S. Connor Ave.	Local	60'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

Food truck parks are often found along existing commercial corridors for high visibility for food trucks that do not often have the means to advertise that brick-and-mortar restaurants have. In the same way, locating in that regard allows the public to know about the location as well. It is also more appropriate for a use like this to be located in existing commercial areas rather than within predominately residential areas.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The use will be required to follow the conditions set forth below regarding noise, lighting, and health requirements in order to ensure the public health, safety, and welfare will be protected.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

W. 7th St. is an arterial corridor with a variety of commercial uses located along the street from general retail to restaurants to used car dealerships. While there are some residential uses nearby, generally speaking, most commercial corridors transition to residential uses once off of the main corridor. This location is no different. The W. 7th St. corridor is an established commercial neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

The existing building is in compliance with height and area regulations as specified in the C-3 zoning district. No additional structure, or addition to the existing structure, is planned.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Limited parking for up to 8 vehicles will be provided on-site. The applicant is entering into an agreement to lease spaces from the grocery store to the East. In both cases, each lot is existing.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. No alterations to the site are planned that would increase impervious area or stormwater runoff.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of an outdoor recreation and entertainment use, more specifically, a food truck park. The facility provides up to 8 off-street parking spaces on-site and employs 0 assistants or employees other than the property owner.

The applicant anticipates on and off operations, but will be most busy from Thursday to Sunday, typically in the evening hours. Special events or demand would drive the need to be open other days and times.

CONDITIONS

1. This Special Use Permit is issued to Serita Eldridge for the operation of an outdoor recreation and entertainment use at 905, 909, and 913 W. 7th St.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in December 2023.
3. Off street parking for at least eight (8) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have shared use parking agreements. Said agreements shall be on the North side of 7th St to minimize pedestrian crossings.
5. Onsite events, such as live music, fairs, or other large gatherings, shall end no later than one half hour prior to when the City noise ordinance takes effect.
6. Alcoholic beverages shall be served by legal means. Proper state liquor licensing shall occur. No alcoholic beverage shall leave the property into public spaces. Trash receptacles shall be provided.
7. Temporary food vendors may serve/sell food on the premises at no more than one monthly event.
8. Mobile food vendors (those licensed under the City of Joplin Food Ordinance) may serve/sell food at any time that operations are permitted through this Special Use Permit.
9. All vendors shall pass inspections from the Joplin City Fire Department. All vendors needing electricity shall have electric service inspected for appropriateness for service lines to their rented site.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of the City of Joplin.

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 058-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Serita Eldridge PHONE: (417) 483-5158

ADDRESS: 715 ELLIS ST Webb City MO 64870 EMAIL:

OWNER: SET W 7th St Properties LLC PHONE: (417) 483-5158

ADDRESS: 715 ELLIS ST Webb City MO 64870 EMAIL: aspace for us@yahoo.com

LOCATION/ADDRESS OF PROPERTY: 905, 909, 913 W 7th St

PRESENT ZONING CLASSIFICATION: _____ ACREAGE: .46

PRESENT USE OF PROPERTY: Food Park B-4 that vacant

PROPOSED LAND USE ACTIVITY: Food Park 66 - see attached

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North		R3
South		C3
East		C3
West		R2

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	X	

Continues on following page

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. X ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes _____ No X
If Yes, what length of time? _____

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey). Must be legible.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. One copy of a site plan of the property.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation: 24Hrs
2. Days of Operation: 7 days a week
3. Number of Off-street Parking Spaces: 8
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): N/A
5. Number of Assistants or Employees: 0
6. Nature of the Business: Food Shopping Entertainment

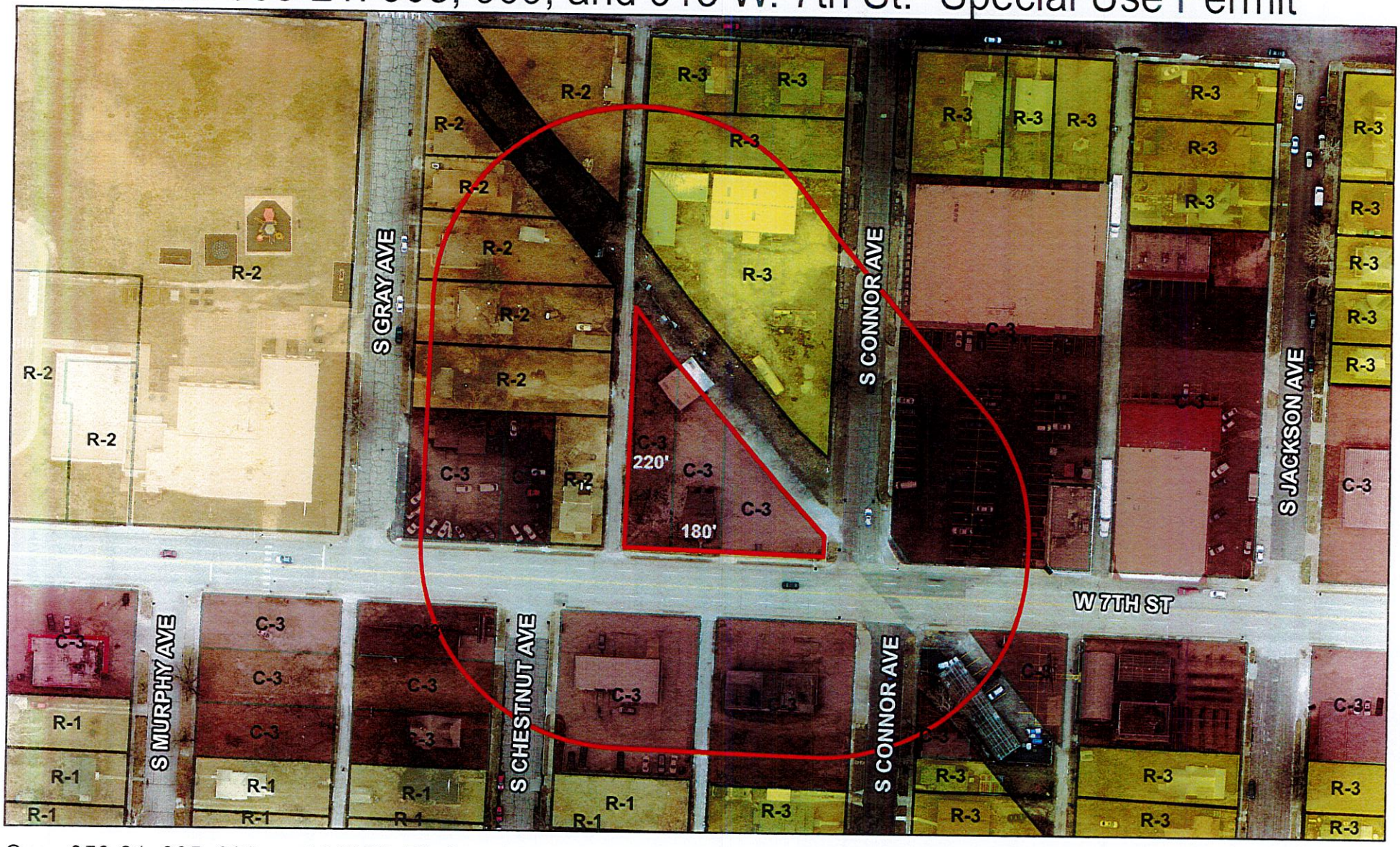
7. Location of the Business: 905 W 7th St

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: _____ DATE: 10/4/2021

BY: Serita Eldridge TITLE: managing member

Case 058-21: 905, 909, and 913 W. 7th St.- Special Use Permit



Case 058-21: 905, 909, and 913 W. 7th St. - A request for a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use – Serita Eldridge

N

0 50 100 200 300 400 Feet

P & Z Case 058-21
Serita Eldridge
(P & Z Recommended for Approval)

RESOLUTION NO. 2021-024

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use located at 905, 909, and 913 W. 7th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, A public hearing was held before the City Council on December 6, 2021, in compliance with said request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Serita Eldridge for the operation of an outdoor recreation and entertainment use in the City of Joplin, Missouri, on the following described real estate, to-wit:

Tract 1: All of Lots Numbered Fifteen (15) and Sixteen (16) lying West of Railroad, except that part occupied by the railroad, in Gray's Addition to the City of Joplin, Jasper County, except the West 90 feet of said lots, according to the recorded plat thereof. Tract 2: All of the East 45 feet of the West 90 feet of that part of Lots Numbered Twelve (12) thru Sixteen (16) both inclusive, lying West of the present St. Louis and San Francisco Railroad right-of-way in Gray's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Tract 3: All that part of the West 45 feet of Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) lying West of the Railroad right-of-way in Gray's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof,

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Serita Eldridge for the operation of an outdoor recreation and entertainment use at 905, 909, and 913 W. 7th St.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in December 2023.
3. Off street parking for at least eight (8) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have shared use parking agreements. Said agreements shall be on the North side of 7th St to minimize pedestrian crossings.
5. Onsite events, such as live music, fairs, or other large gatherings, shall end no later than one half hour prior to when the City noise ordinance takes effect.
6. Alcoholic beverages shall be served by legal means. Proper state liquor licensing shall occur. No alcoholic beverage shall leave the property into public spaces. Trash receptacles shall be provided.

7. Temporary food vendors may serve/sell food on the premises at no more than one monthly event.
8. Mobile food vendors (those licensed under the City of Joplin Food Ordinance) may serve/sell food at any time that operations are permitted through this Special Use Permit.
9. All vendors shall pass inspections from the Joplin City Fire Department. All vendors needing electricity shall have electric service inspected for appropriateness for service lines to their rented site.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

That the City Clerk is hereby ordered to file this Resolution 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 _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RS 2021-025

Case 059-21: 1007 N. Byers Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Leslie and Brad Baird

Leslie and Brad Baird, 1460 Kenser, Joplin, MO. We are the owners of 1007 N. Byers Ave. Ms. Baird stated the Air B&B is a unique way for travelers to stay, whether they are here for business, medical reasons or just visiting family. Some people don't like staying in hotels/motels unless absolutely necessary. We know our home is in a neighborhood and we take that very seriously. Our guests that want to stay with us are checked on beforehand since Air B&B has a rating system and we can choose who to accept to stay. We want to be as community friendly as we can be. Our home is interesting to our guests because we have Historical items from Joplin throughout the home. Guests must abide by the house rules, and we are very explicit that we only allow 6 guests at a time. My husband and I have spoken to the surrounding neighbors and to our knowledge they do not have a problem. There is no street parking available, only driveway parking.

Ms. Bruckner-Sears wanted to know if there was a rental agreement?

Ms. Baird stated nothing personally, it is all done through the Air B&B. All guests are aware that we have a Ring doorbell security system and a camera in the garage.

Ms. Steele asked if they were an Airbnb or a VRBO?

Ms. Baird stated they prefer Airbnb.

Ms. Bruckner-Sears asked the Commissioners if they had any other questions? They did not.

Ms. Bruckner-Sears asked if there was anyone to speak in favor?

Rhonda Thompson, 407 Islington, Joplin, MO. Ms. Thompson stated that their back yards connect. We have never heard any noise and don't see more than 2 vehicles. The owners did contact us and stated they had to get a city permit for the Airbnb.

Frank Thompson, 407 Islington, Joplin, MO stated that the Bairds do not know this, but we have cameras in our back yard also. They have put a lot of work and money into the house. My wife and I are in favor of this Airbnb.

Ms. Bruckner-Sears asked if there was anyone to speak against this case?

David Suckow, 1006 N. Byers, Joplin, MO. We live across the street from this property. We are worried about our safety and the safety of our property. He has been aggressively approached by one of the owners and accused of turning them into the city, which we didn't. We didn't know what was going on at the Airbnb, except for a lot of traffic. Since then, we have seen an increase of vehicle traffic and foot traffic. After 17 years of living there I had to install cameras because we don't feel comfortable.

Mr. Thompson asked permission to approach the commission again. Permission given. Mr. Thompson stated that with the security going up is because we are having more problems with the homeless people coming thru the backside of the woods.

Mr. Eastman asked staff if there had been any complaints.

Mr. Stanton stated there is one protest petition.

MR EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 059-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Special Use Permit

CASE 059-21 A request for a Special Use Permit for the operation of a short-term rental.

LOCATION 1007 N. Byers Ave.

APPLICANT Leslie & Brad Baird

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential	Approximately 0.25 Acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Byers Ave.	Local	40'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

Short-term rentals are generally offered in residential areas as an alternative form of short-term stay compared to typical hotels and motels. Its location within a residential area is consistent with the majority of short-term rentals found across the country and in Joplin.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The residential character of the structure and property will remain unaltered with this proposed use. Conditions set forth below limit the number of individuals that may occupy the rental at any one time based on the number of bedrooms, further securing the residential nature.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

This short-term rental has been in operation prior to the application for this special use permit. Conditions set forth below will secure the compatibility of the use within the neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

The existing building is in compliance with height and area regulations as specified in the R-1 zoning district. No additional structure, or addition to the existing structure, is planned.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Approximately 2 vehicles would be able to park off-street in the driveway.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. No alterations to the site are planned that would increase impervious area or stormwater runoff.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides up to 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner. The property will be offered for stays all days of the week.

CONDITIONS

1. This Special Use Permit is issued to Leslie and Brad Baird for the operation of a short-term rental at 1007 N. Byers Ave.
2. The permit shall be valid for 1 year upon approval, being eligible for renewal in December 2022.
3. Off street parking for at least two (2) vehicles shall be provided.
4. Occupancy shall be limited to six (6) persons total or other limit as set by the City Council.
5. The property owner shall ensure the following information is conspicuously posted within the short-term rental:
    a. Special Use Permit Determination Form.
    b. City of Joplin Noise Ordinance.
    c. Contact info for person(s) responsible for day-to-day operation of the short-term rental.
    d. Trash collection schedule.
    e. That the short-term rental may not be rented solely for weddings, receptions, parties, or other similar event.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
8. Any other conditions set by the City Council of the City of Joplin.

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 059-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Leslie Baird & Brad Baird PHONE: 417.437.1249/417.437.505
ADDRESS: 4882 E 7th St, Joplin, MO EMAIL: blabaird@sbcglobal.net
OWNER: Baird Properties PHONE: 417.623.0086
ADDRESS: 4882 E 7th St, Joplin, MO EMAIL: blabaird@sbcglobal.net
LOCATION/ADDRESS OF PROPERTY: 1007 North Byers, Joplin, MO 64801
PRESENT ZONING CLASSIFICATION: R1 ACREAGE: .22 acres
PRESENT USE OF PROPERTY: Rental

PROPOSED LAND USE ACTIVITY: Airbnb

ADJACENT ZONING AND LAND USE:

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

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	X	

Continues on following page

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. X ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes _____ No X
If Yes, what length of time? _____

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey). Must be legible.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. One copy of a site plan of the property.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation: As needed
2. Days of Operation: Sun-Sat As needed
3. Number of Off-street Parking Spaces: 2 (driveway)
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____
5. Number of Assistants or Employees: ~~2 (Husband and sister)~~ 0
6. Nature of the Business: Short term rental & Airbnb

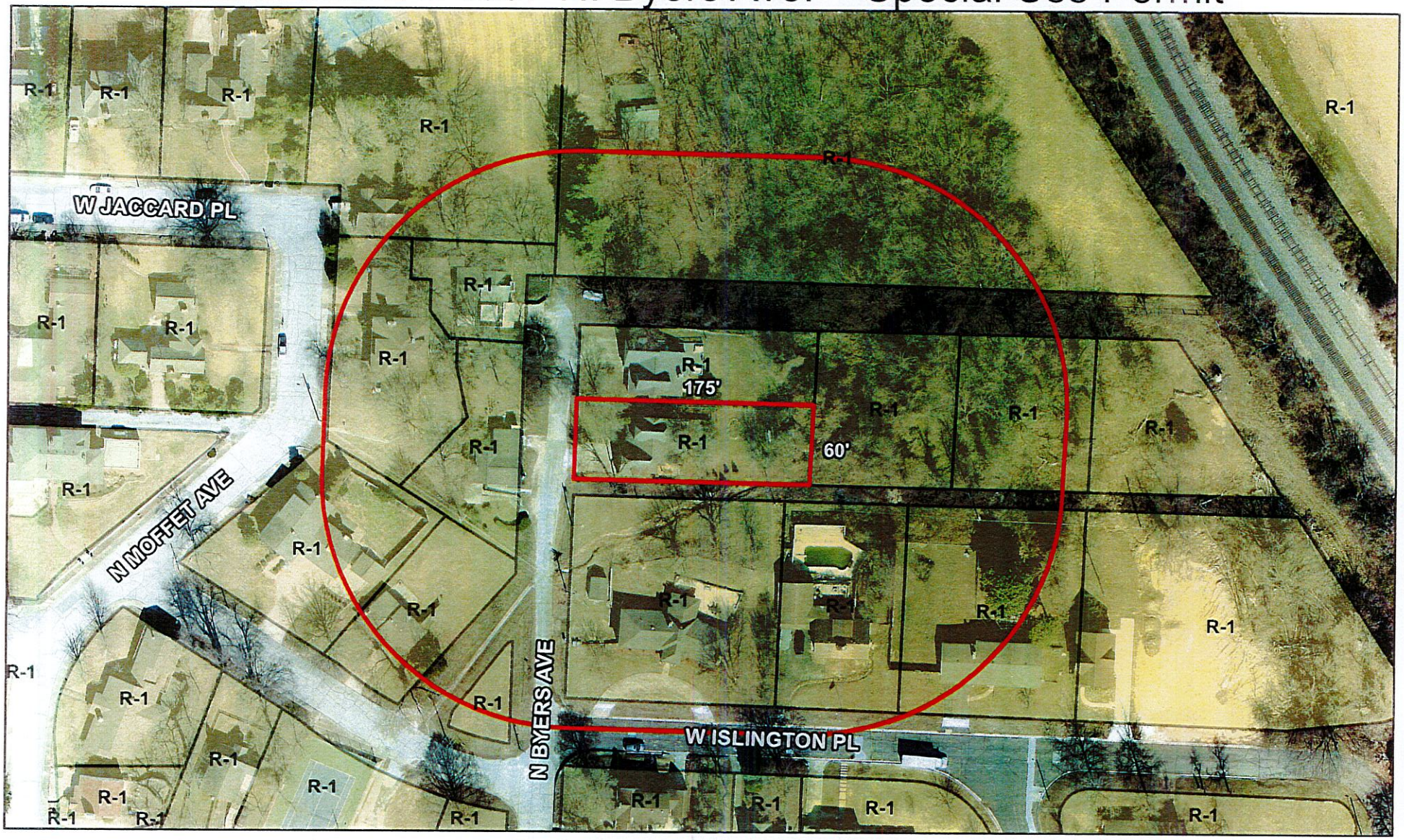
7. Location of the Business: 1007 North Byers, Joplin, MO 64801

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: Leslie Baird DATE: 09/14/2021

BY: Baird Properties, LLC TITLE: Partner

Case 059-21: 1007 N. Byers Ave. - Special Use Permit



Case 059-21: 1007 N. Byers Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Leslie and Brad Baird

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2021-025 – Special Use Permit (1st Request)

MEETING DATE:
December 6, 2021

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 059-21: 1007 N. Byers Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Leslie and Brad Baird

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides up to 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner. The property will be offered for stays all days of the week.

This short-term rental has been in operation prior to the application for this special use permit. Conditions set forth below will secure the compatibility of the use within the neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Leslie and Brad Baird, 1460 Kenser, Joplin, MO. We are the owners of 1007 N. Byers Ave. Ms. Baird stated the Air B&B is a unique way for travelers to stay, whether they are here for business, medical reasons or just visiting family. Some people don't like staying in hotels/motels unless absolutely necessary. We know our home is in a neighborhood and we take that very seriously. Our guests that want to stay with us are checked on beforehand since Air B&B has a rating system and we can choose who to accept to stay.

My husband and I have spoken to the surrounding neighbors and to our knowledge they do not have a problem. There is no street parking available, only driveway parking.

Ms. Bruckner-Sears wanted to know if there was a rental agreement?

Ms. Baird stated nothing personally, it is all done through the Air B&B. All guests are aware that we have a Ring doorbell security system and a camera in the garage.

Ms. Steele asked if they were an Airbnb or a VRBO?

Ms. Baird stated they prefer Airbnb.

PUBLIC COMMENT;
Rhonda Thompson, 407 Islington, Joplin, MO. Ms. Thompson stated that their back yards connect. We have never heard any noise and don't see more than 2 vehicles. The owners did contact us and stated they had to get a city permit for the Airbnb.

Frank Thompson, 407 Islington, Joplin, MO stated that the Bairds do not know this, but we have cameras in our back yard also. They have put a lot of work and money into the house. My wife and I are in favor of this Airbnb.

Speaking against this case:
David Suckow, 1006 N. Byers, Joplin, MO. We live across the street from this property. We are worried about our safety and the safety of our property. He has been aggressively approached by one of the owners and accused of turning them into the city, which we didn't. We didn't know what was going on at the Airbnb, except for a lot of traffic. Since then, we have seen an increase of vehicle traffic and foot traffic. After 17 years of living there I had to install cameras because we don't feel comfortable.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends Approval (6 Favor, 1 Absent)

ATTACHMENTS
RS 2021-025, Staff Planning Report, P&Z Commission Minutes.

P & Z Case 059-21
Leslie and Brad Baird
(P & Z Recommended for Approval)

RESOLUTION NO. 2021-025

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 1007 N. Byers Ave. in the City of Joplin, Jasper County, Missouri.

WHEREAS, A public hearing was held before the City Council on December 6, 2021, in compliance with said request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Leslie and Brad Baird for the operation of a short-term rental located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of the South One-half of Lots Numbered Eighteen (18), Nineteen (19), and Twenty (20) in EAST ROANOKE SECOND ADDITION, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Leslie and Brad Baird for the operation of a short-term rental at 1007 N. Byers Ave.
2. The permit shall be valid for 1 year upon approval, being eligible for renewal in December 2022.
3. Off street parking for at least two (2) vehicles shall be provided.
4. Occupancy shall be limited to six (6) persons total, or another limit as set by the City Council.
5. The property owner shall ensure the following information is conspicuously posted within the short-term rental:
    a. Special Use Permit Determination Form.
    b. City of Joplin Noise Ordinance.
    c. Contact info for person(s) responsible for day-to-day operation of the short-term rental.
    d. Trash collection schedule.
    e. That the short-term rental may not be rented solely for weddings, receptions, parties, or another similar event.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
8. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of

Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

That the City Clerk is hereby ordered to file this Resolution 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 _____, 2021, 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:
Resolution No. 2021-026 – Special Use Permit (1st Request)

MEETING DATE:
December 6, 2021

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 060-21: 611 N. Wall Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Jessica Broaddus.

BACKGROUND:
Short-term rentals are generally offered in residential areas as an alternative form of short-term stay compared to typical hotels and motels. Its location within a residential area is consistent with the majority of short-term rentals found across the country. The residential character of the structure and property will remain unaltered with this proposed use.

The facility provides up to 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner. Approximately 2 vehicles would be able to park off-street in the driveway. Additional parking may be found off of the alley.

PLANNING & ZONING COMMISSION TESTIMONY:
Jessica Broaddus, 643 W. Jaccard Place, Joplin, MO. I am the property owner of 611 N. Wall, my parents owned it before we did. It has been an Air B&B for over five (5) years. After three (3) months of operation I have a rating from Airbnb of 4.9 stars. We have not had any major issues. We want people to feel at home and we try to make that happen. Airbnb has a rating system on both the host and the client, also a comment and review section. So, if someone wants to rent our B&B we can look and see if they have stayed somewhere before and decide if we want to rent to them or not.

Ms. Broaddus stated that the home has two bedrooms downstairs and two bedrooms upstairs with separate entrances. This will accommodate four people upstairs and four downstairs. That also includes children.

Ms. Phillips reconfirmed that this was a duplex and zone R-1.

Mr. Stanton stated it would be considered a legal non-conforming use. At the time it was built it was likely permitted. Since then, codes have change, and it can remain a duplex unless it burns down or is destroyed by other means.

PUBLIC COMMENT;
Kim Owen, 635 N Moffet, Joplin, MO. Basically, want to reiterate what Jessica said. For the past few years my husband and I have owned the property. I have experienced people from all over the world coming to Joplin. It has been great for economic growth in Joplin that we have had these homes open to the public.

People feel like they are staying in a home. Many repeat guests come because they feel it is home away from home. I am here for support of my daughter.

Brad Baird, 1460 Kenser, Joplin, MO. I don't know this lady, never met her before. I think it is a great idea. I have spoken a few weeks ago and he stated they are thinking about simplifying this process. There is about 80 Air B&Bs and there will be a lot more. I think it is a good idea.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends Approval (6 Favor, 1 Absent)

ATTACHMENTS
RS 2021-026, Staff Planning Report, P&Z Commission Minutes.

RS 2021-026

Case 060-21: 611 N. Wall Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Jessica Broaddus

Jessica Broaddus, 643 W. Jaccard Place, Joplin, MO. I am the property owner of 611 N. Wall, my parents owned it before we did. It has been an Air B&B for over five (5) years. After three (3) months of operation I have a rating from Airbnb of 4.9 starts. We have not had any major issues. We want people to feel at home and we try to make that happen. Airbnb has a rating system on both the host and the client, also a comment and review section. So, if someone wants to rent our B&B we can look and see if they have stayed somewhere before and decide if we want to rent to them or not.

Mr. Eastman mentioned that there is a size restriction.

Ms. Broaddus stated that the home has two bedrooms downstairs and two bedrooms upstairs with separate entrances. This will accommodate four people upstairs and four downstairs. That also includes children.

Ms. Steele mentioned that the possibility is that you will have four vehicles not two.

Ms. Broaddus stated that might be possible but usually one party will have one car. There is on-street parking, which we have had no issues with that.

Ms. Phillips has a question, our notes say that 2 cars could park off- street, and the driveway. Can two cars get in the driveway?

Ms. Broaddus said they cannot, but in the back of the property there is two parking spaces.

Ms. Phillips reconfirmed that this was a duplex and zone R-1.

Mr. Stanton stated it would be considered a legal non-conforming use. At the time it was built it was likely permitted. Since then, codes have change, and it can remain a duplex unless it burns down or is destroyed by other means.

Ms. Bruckner-Sears asked if there was anyone here that would like to speak in favor of this proposal.

Kim Owen, 635 N Moffet, Joplin, MO. Basically, want to reiterate what Jessica said. For the past few years my husband and I have owned the property. I have experienced people from all over the world coming to Joplin. It has been great for economic growth in Joplin that we have had these homes open to the public. People feel like they are staying in a home. Many repeat guests come because they feel it is home away from home. I am here for support of my daughter.

Brad Baird, 1460 Kenser, Joplin, MO. I don't know this lady, never met her before. I think it is a great idea. I have spoken a few weeks ago and he stated they are thinking about simplifying this process. There is about 80 Air B&Bs and there will be a lot more. I think it is a good idea.

Leslie Baird wanted to mention that people from all over the US.

Ms. Bruckner-Sears asked if there was anyone else that would like to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone else that would like to speak in opposition of this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 060-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Special Use Permit

CASE 060-21 A request for a Special Use Permit for the operation of a short-term rental.

LOCATION 611 N. Wall Ave.

APPLICANT Jessica Broaddus

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential	Approximately 0.15 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	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Wall Ave.	Local	60'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

Short-term rentals are generally offered in residential areas as an alternative form of short-term stay compared to typical hotels and motels. Its location within a residential area is consistent with the majority of short-term rentals found across the country and in Joplin.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The residential character of the structure and property will remain unaltered with this proposed use. Conditions set forth below limit the number of individuals that may occupy the rental at any one time based on the number of bedrooms, further securing the residential nature.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

This short-term rental has been in operation prior to the application for this special use permit. Conditions set forth below will secure the compatibility of the use within the neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

The existing building is in compliance with height and area regulations as specified in the R-1 zoning district. No additional structure, or addition to the existing structure, is planned.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Approximately 2 vehicles would be able to park off-street in the driveway. Additional parking may be found off of the alley.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. No alterations to the site are planned that would increase impervious area or stormwater runoff.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides up to 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner. The property will be offered for stays all days of the week.

CONDITIONS

1. This Special Use Permit is issued to Jessica Broaddus for the operation of a short-term rental at 611 N. Wall Ave.
2. The permit shall be valid for 1 year upon approval, being eligible for renewal in December 2022.
3. Off street parking for at least two (2) vehicles shall be provided.
4. Occupancy shall be limited to six (6) persons total or other limit as set by the City Council.
5. The property owner shall ensure the following information is conspicuously posted within the short-term rental:
    a. Special Use Permit Determination Form.
    b. City of Joplin Noise Ordinance.
    c. Contact info for person(s) responsible for day-to-day operation of the short-term rental.
    d. Trash collection schedule.
    e. That the short-term rental may not be rented solely for weddings, receptions, parties, or other similar event.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
8. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
9-29-21

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 060-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Jessica Broaddus PHONE: 417 825 1579

ADDRESS: 643 W Jacard Pl EMAIL: jbroaddus4080@gmail.com

OWNER: Brian and Jessica Broaddus PHONE: 417 825 1579

ADDRESS: SAME EMAIL: SAME

LOCATION/ADDRESS OF PROPERTY: 611 N. Wall, Joplin, MO 64801

PRESENT ZONING CLASSIFICATION: Residential ACREAGE:

PRESENT USE OF PROPERTY: AIR BNB RENTAL, 2 UNITS, 2 BEDROOMS EACH

PROPOSED LAND USE ACTIVITY: SAME AS ABOVE

ADJACENT ZONING AND LAND USE:

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

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.		X

Continues on following page

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. X ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes _____ No X
If Yes, what length of time? _____

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey). Must be legible.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. One copy of a site plan of the property.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation: YEAR ROUND 24/7
2. Days of Operation: 365 DAYS / YEAR
3. Number of Off-street Parking Spaces: 2
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): NONE
5. Number of Assistants or Employees: NONE
6. Nature of the Business: AIRBNB RENTAL

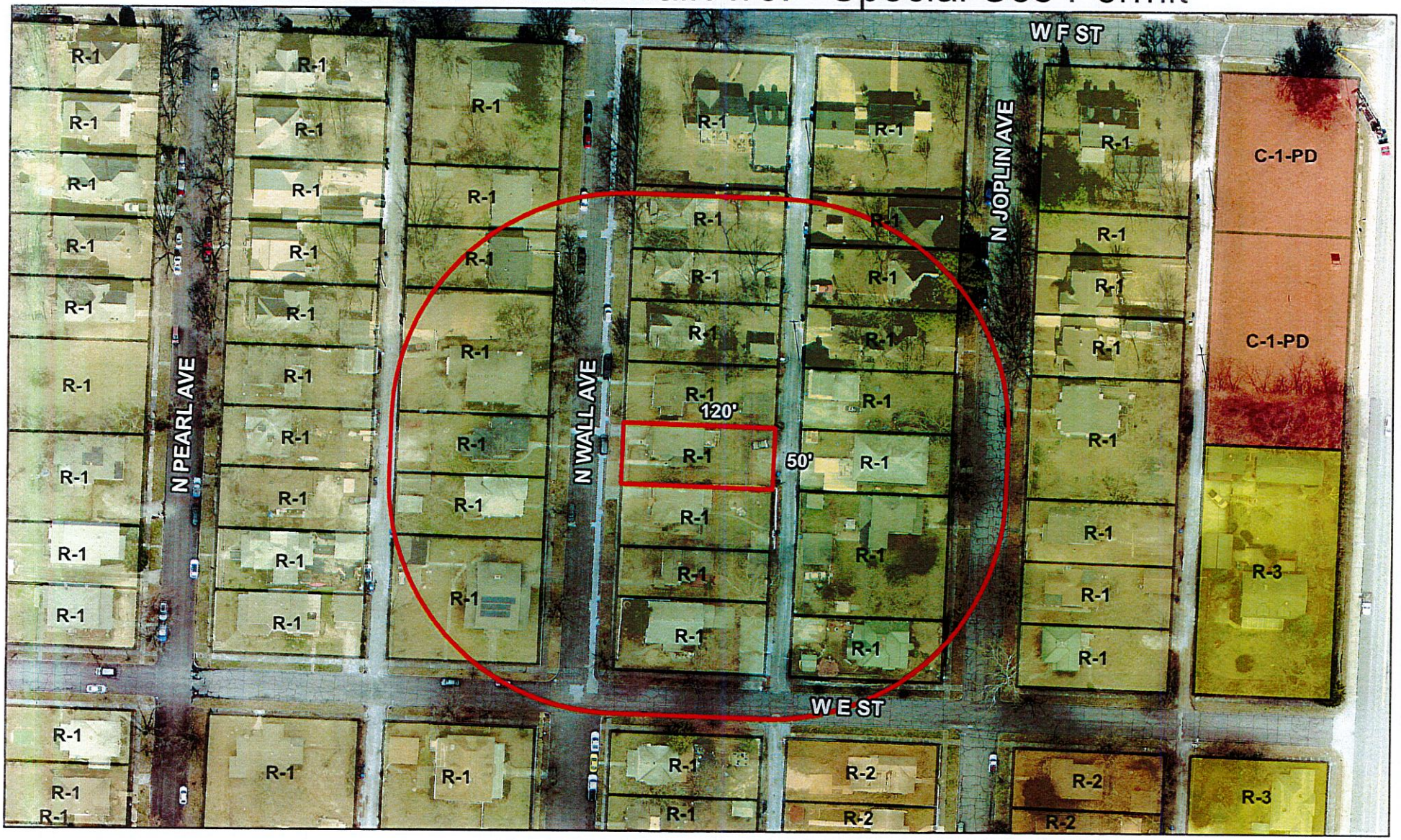
7. Location of the Business: 611 N WALL

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: Jessica Braddock DATE: 9-26-24

BY: _____ TITLE: _____

Case 060-21: 611 N. Wall Ave. - Special Use Permit



Case 060-21: 611 N. Wall Ave. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Jessica Broaddus

N

0 40 80 160 240 320 Feet

P & Z Case 060-21
Jessica Broaddus
(P & Z Recommended for Approval)

RESOLUTION NO. 2021-026

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 611 N. Wall Ave. in the City of Joplin, Jasper County, Missouri.

WHEREAS, A public hearing was held before the City Council on December 6, 2021, in compliance with said request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Jessica Broaddus for the operation of a short-term rental located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Ninety-three (93) in NORTH HEIGHTS ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Jessica Broaddus for the operation of a short-term rental at 611 N. Wall Ave.
2. The permit shall be valid for 1 year upon approval, being eligible for renewal in December 2022.
3. Off street parking for at least two (2) vehicles shall be provided.
4. Occupancy shall be limited to six (6) persons total or other limit as set by the City Council.
5. The property owner shall ensure the following information is conspicuously posted within the short-term rental:
    a. Special Use Permit Determination Form.
    b. City of Joplin Noise Ordinance.
    c. Contact info for person(s) responsible for day-to-day operation of the short-term rental.
    d. Trash collection schedule.
    e. That the short-term rental may not be rented solely for weddings, receptions, parties, or other similar event.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
8. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be

administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

That the City Clerk is hereby ordered to file this Resolution 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 _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-291

Case 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

Will Perkins, 20598 Hope Lane, Neosho, MO. He is the builder for the owner, Steve Johnson, representing him since he couldn't make it. Basically, he is wanting to build three (3) duplexes and it is a good location.

Mr. Eastman abstained from this case.

Ms. Phillips asked if there was enough room for three (3) duplexes.

Mr. Stanton stated there was. They will not be on individual lots, because of that they will be able to fit in there, just meeting the area requirements.

Ms. Phillips wanted to know if there would be enough parking for six living units.

Mr. Stanton stated there would be. Each unit would be required to have two off-street parking spaces.

Mr. McCullough wanted to know if the units be detached or attached?

Mr. Perkins stated he really didn't know, there are plans both ways.

Ms. Bruckner-Sears asked if there was anyone who would like to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone else that would like to speak in opposition of this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 061-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE"; MR. EASTMAN ABSTAINED. (5 IN FAVOR, 1 ABSTAIN, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 061-21 A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

LOCATION 313 N. Buchanan Rd.

APPLICANT Johnson Real Estate & Consulting, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Vacant	Approx. 0.8 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/M-2	R-1	R-1
Land Use	Vacant	Single-family Residential/Vacant	Single-family Residential	Vacant

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
N. Buchanan Rd.	Local	70'
N. Florida Ave.	Collector	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain. The proposed development will need do verify the existing culvert under Buchanan Rd. has sufficient capacity to pass 10-year storm event with the new impervious surface being added by the development.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Low-density Residential. Two-family residential still maintains the character of low-density residential. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-3 is unsuitable for this property. This location is not appropriate for commercial uses permitted in the C-3 district. The property is also ill-shaped to host most commercial uses today.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-3 district. Furthermore, existing Two-family Residential uses are located at the opposite end of Buchanan Rd.

DISCUSSION

This request to rezone to R-2 is for future duplex development on the site. No buffer is required in this case. Stormwater management would be required, specifically either an analysis or upgrade to the culvert running under Buchanan Rd. An extension of fire hydrants may be required per the fire marshal.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 061-21.

ATTACHMENTS

- Application
- Map

SEP 23 PM 1:22

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 061-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Johnson Real Estate & Consulting LLC PHONE: 417 850 7391
ADDRESS: 9303 Illinois Joplin MO 64804 EMAIL: STjohnson59@gmail.com

OWNER: Steve Johnson PHONE: Same
ADDRESS: Same EMAIL:

LOCATION/ADDRESS OF PROPERTY: 313 Buchanan Rd Joplin MO 64801.

Present Zoning Requested Zoning: R2 Acreage: .818
Present Use of Property: Vacant Land.

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant, Gas Station	R1
South	Residential + Multi Family	R1
East	Residential	R1/M2
West	Vacant City Prop.	R1

Character of the Neighborhood: A Couple Older homes that face Florida ST. Newer Duplexes South of Those homes.

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? (yes)
   If yes, explain: Currently area is housing as Single Fam + Multi Fam

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Buchanan Rd & Florid Ave
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, will access from Buchanan Rd.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? ~~Yes~~ NO
2. Properly Sized Street Right-of-Way? ~~Yes~~ NO.
3. Drainage Easements? ~~Yes~~ NO
4. Utility Easements:
   - Electricity? ~~Yes~~ NO
   - Gas? ?
   - Sewers? ~~Yes~~ NO
   - Water? ~~Yes~~ NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

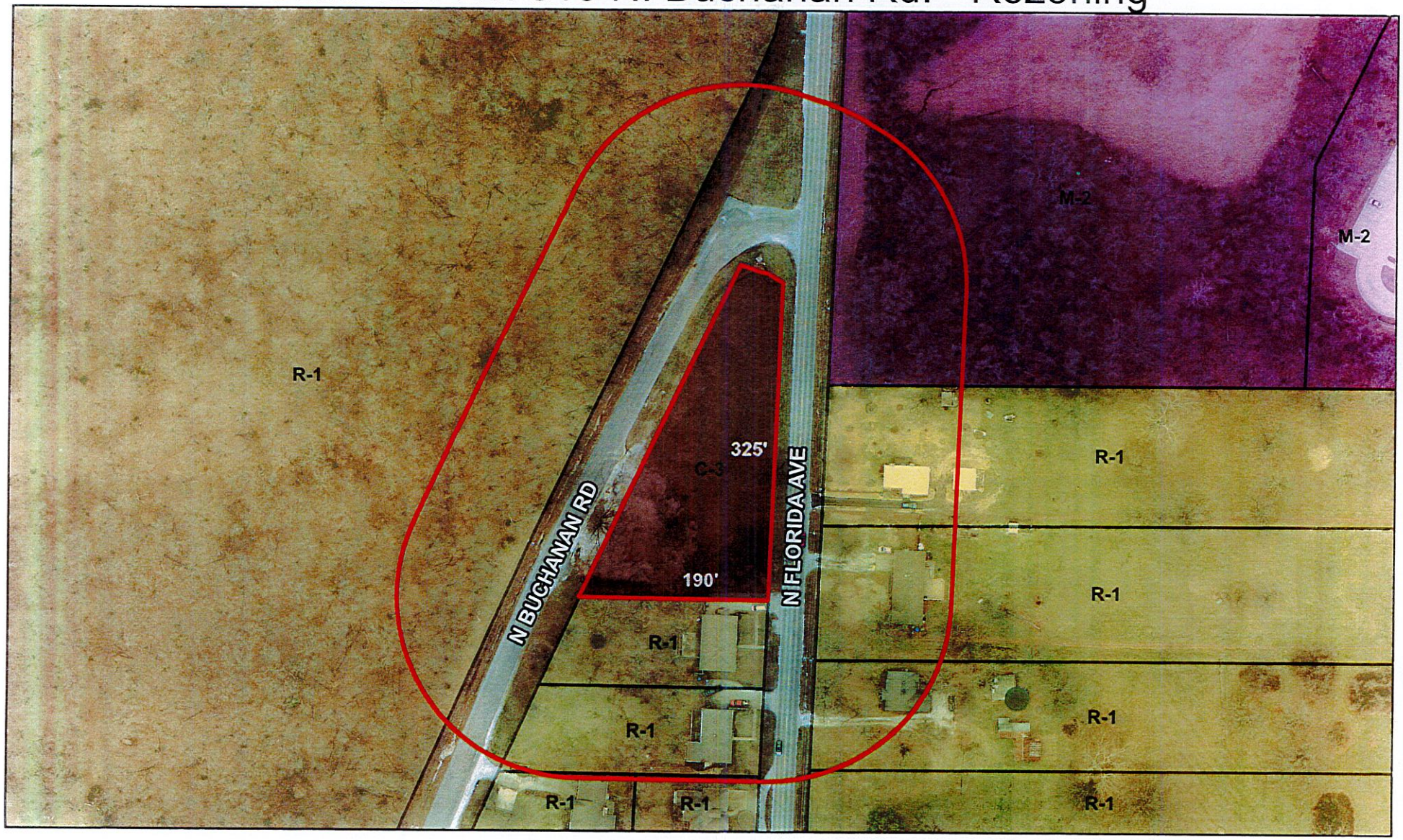
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Stu Johnson DATE: 9-

TITLE: Owner.

Case 061-21: 313 N. Buchanan Rd. - Rezoning



Case 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

N

0 55 110 220 330 440 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-291 – Rezone C-3 to R-2.

MEETING DATE:
December 6, 2021

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 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC.

BACKGROUND:
The current zoning of C-3 is unsuitable for this property. This location is not appropriate for commercial uses permitted in the C-3 district. The property is also ill-shaped to host most commercial uses today.

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-3 district. Furthermore, existing Two-family Residential uses are located at the opposite end of Buchanan Rd.

This request to rezone to R-2 is for future duplex development on the site. No buffer is required in this case. Stormwater management would be required, specifically either an analysis or upgrade to the culvert running under Buchanan Rd. An extension of fire hydrants may be required per the fire marshal.

PLANNING & ZONING COMMISSION TESTIMONY:
Will Perkins, 20598 Hope Lane, Neosho, MO. He is the builder for the owner, Steve Johnson, representing him since he couldn't make it. Basically, he is wanting to build three (3) duplexes and it is a good location.

Mr. Eastman abstained from this case.

Ms. Phillips asked if there was enough room for three (3) duplexes.

Mr. Stanton stated there was. They will not be on individual lots, because of that they will be able to fit in there, just meeting the area requirements.

Ms. Phillips wanted to know if there would be enough parking for six living units.

Mr. Stanton stated there would be. Each unit would be required to have two off-street parking spaces.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 061-21.
Planning & Zoning Commission recommends approval for Case 061-21 (5 Favor, 1, Abstain, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-291, Staff Planning Report, P&Z Commission Minutes

P & Z Case 061-21
Johnson Real Estate & Consulting LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-291 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 C-3 (Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 313 N. Buchanan Rd., 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 Lot Numbered One (1) and the North 20 feet of Lot Numbered Two (2) in O.F. Nichols Subdivision in 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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-292

Case 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

Terry Mitchell, 303 Sunnybrook Dr., Carl Junction, MO. We would like to build a single-family home on this property.

Ms. Bruckner-Sears asked the commissioners if they had any questions? They did not. Ms. Bruckner-Sears asked if there was anyone who would like to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone else that would like to speak in opposition of this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 062-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 062-21 A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

LOCATION 1524 E. Central St.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R-2	R-2	R-2
Land Use	Restaurant	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Central St.	Local	50'
S. St. Louis Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Retail Commercial; however, this portion of St. Louis Ave. is predominately residential, and we have seen this portion, from Central St. south to E. 3rd St. transition to more residential uses. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-1 is unsuitable for this property. This location is not appropriate for most commercial uses permitted in the C-1 district. The property is also too small to host most commercial uses today.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-2 district. Furthermore, existing Two-family Residential uses are located in this area.

DISCUSSION

This request to rezone to R-2 is for future residential development on the site. While the development is likely to be single-family residential, R-2 is consistent with the zoning of this area. Additionally, as S. St. Louis Ave. is a collector-level corridor, the higher density designation would be appropriate.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 062-21.

ATTACHMENTS

- Application
- Map

RECEIVED
10-6-21

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 06Z-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Schuber Mitchell PHONE: 417 291 5731
ADDRESS: 3330 N. Range Line EMAIL: TMitchell@schubermitchell.com

OWNER: _____ PHONE: _____
ADDRESS: _____ EMAIL: _____

LOCATION/ADDRESS OF PROPERTY: Legal TAYLOR ADD N 104' EX E 24.18' South west corner Cental & St louis 1524 E Central

Present Zoning M-1 Requested Zoning: R1 Acreage: .163
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Office	C
South	Resedential	R-1
East	"	R-2
West	"	R-1

Character of the Neighborhood: _____

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? Yes
   If yes, explain: Not Big enough And Sets in Residential Are

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: St Louis & Central
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?
   _____

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:

_____
_____
_____

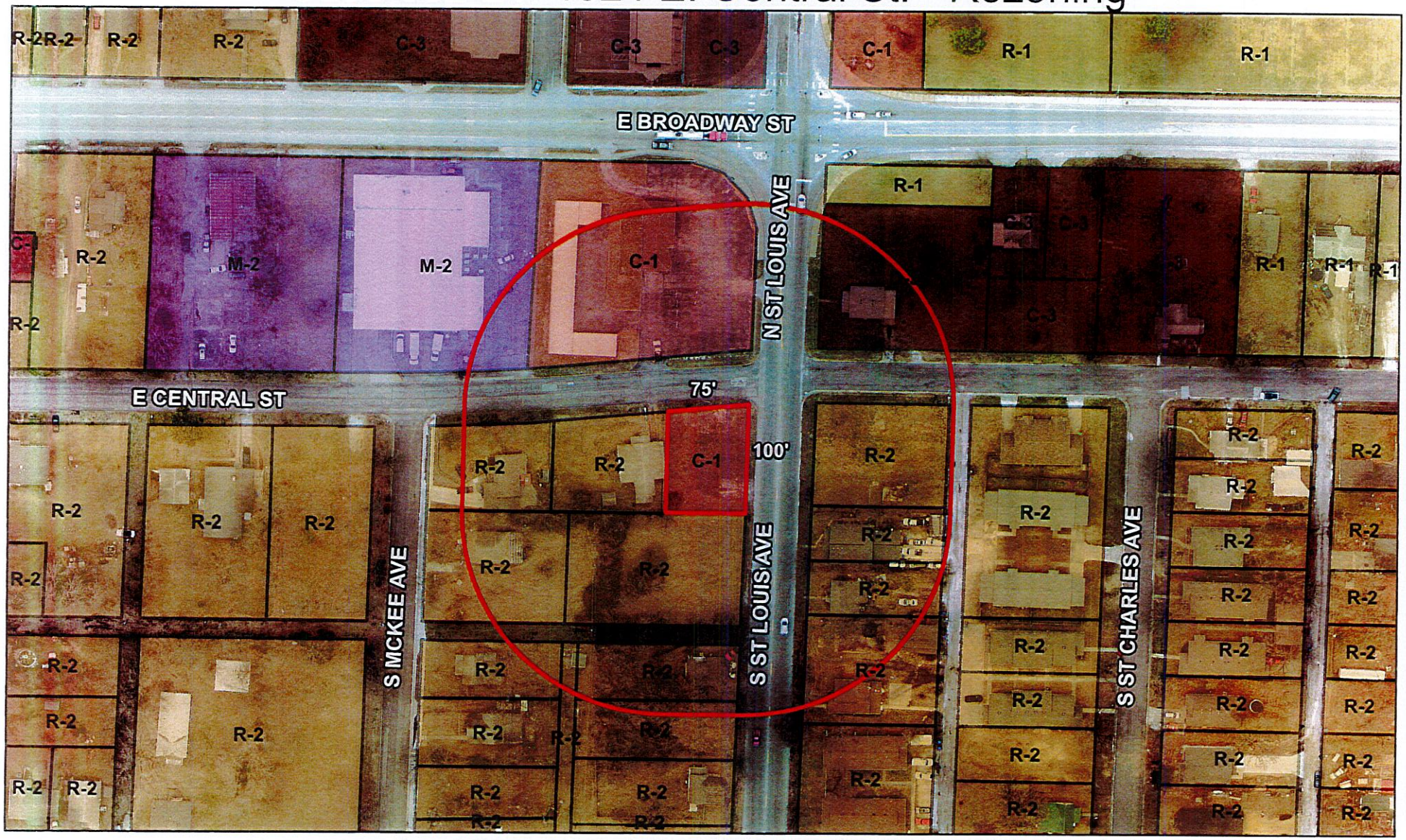
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 10/4/21

TITLE: Land acquisition

Case 062-21: 1524 E. Central St. - Rezoning



Case 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-292 – Rezone C-1 to R-2.

MEETING DATE:
December 6, 2021

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 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes.

BACKGROUND:
This request to rezone to R-2 is for future residential development on the site. While the development is likely to be single-family residential, R-2 is consistent with the zoning of this area. Additionally, as S. St. Louis Ave. is a collector-level corridor, the higher density designation would be appropriate.

PLANNING & ZONING COMMISSION TESTIMONY:
Terry Mitchell, 303 Sunnybrook Dr., Carl Junction, MO. We would like to build a single-family home on this property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 062-21.
Planning & Zoning Commission recommends approval for Case 062-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-292, Staff Planning Report, P&Z Commission Minutes

P & Z Case 062-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-292 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 C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1524 E. Central 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 the North 104.00 feet of Lot Numbered Sixty-eight (68) Except the East 24.18 feet in Taylors Addition to East Joplin City, now in the City of Joplin, Jasper County, Missouri according to the recorded plat thereof, and Except any part taken or deeded for Road Right-of-way taken off of the East and North sides thereof, being subject to all easements, right-of-ways, and reservations of record.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-293

Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

Mr. Eastman abstained from this case.

Devon Therius, 1537 Singleton Blvd., Dallas, TX. We are requesting the proposed property be rezoned to C-3, Commercial. We would like to bring a burger chain from Texas, and both lots need to be zoned C-3. The main building will be on Range Line with a drive back to the Highview side and connecting with Highview.

Ms. Phillips had a question for staff. Understanding that it is in the plan but how can the R-1 property magically be changed to C-3?

Mr. Stanton stated that it isn't magically going to commercial. It is going through the correct process for that to happen. The future land use map does show retail commercial from Range Line west to Highview.

Ms. Phillips stated she was just concerned for Highview.

Ms. Bruckner-Sears asked the Commissioners if they had any other questions? They did not. Ms. Bruckner-Sears asked if there was anyone to speak in favor or against of this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MS. WARREN THAT CASE 063-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE"; MR. EASTMAN ABSTAINED. (5 IN FAVOR, 1 ABSTAIN, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 063-21 A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development

LOCATION 2014 S. Range Line Rd. & 2019 S. Highview Ave.

APPLICANT Estacado Interests, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3, C-3-PD, R-1	Vacant	Approximately 1.1 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3/C-1	C-3	C-3/C-3-PD/R-1	R-1
Land Use	Retail/Automotive	Retail	Retail	Single-family Residential/Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Range Line Rd.	Arterial	135'
S. Highview Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is within a FEMA mapped Floodplain, Floodway Fringe, and Floodway. Development is subject to the City of Joplin Floodplain Ordinance and will require issuance of floodplain development permit from the City. Any habitable structure within the Floodway Fringe will require an elevation certificate certifying compliance with finished floor elevation being two feet above base flood elevation. Absolutely no development is permitted within the Floodway unless permits are acquired from the U.S. Army Corps of Engineers.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Retail Commercial. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-3, C-3-PD, and R-1 is somewhat suitable for this property. The C-3 and C-3-PD are certainly suitable; however, the R-1 designation is only somewhat suitable directly abutting C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property to the South is zoned R-1, so any development on the rear half of the subject property will require a buffer to be placed. Further, the future land use map does show that Retail Commercial be used between Range Line Rd. and Highview Ave. It is possible in the future that the remaining R-1 property on the East side of Highview will subsequently be rezoned to a commercial designation.

DISCUSSION

This request to rezone to C-3 is for future commercial development on the site. This zoning designation is shown to be acceptable in the comprehensive plan, and commercial development is appropriate along the Range Line Rd. corridor. The proposed development would need be oriented toward Range Line Rd.

Where this property abuts residential districts, a buffer will be required. The proposed development will likely cap the existing stormwater channel that runs on the North side of the property. That change to the channel will require the approval of the U.S. Army Corps of Engineers in order to ensure it meets the required federal regulations. Additional development adjacent to the floodway itself will require approval from the City Engineering Department for development in a flood plain.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 063-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

devan@estacadointerests.com

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 06-21 #1
Filing Fee: $550.00
Date Advertised: 10-29-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Estacado Interests, LLC PHONE: 940.550.8068
ADDRESS: 1537 Singleton Blvd. Dallas, TX 75212 EMAIL: devan@estacadointerests.com

OWNER: Gray Partnership, LLC PHONE:
ADDRESS: 3904 S Sequoia Ave. Broken Arrow, OK 74011 EMAIL: tulsacjohnston@gmail.com

LOCATION/ADDRESS OF PROPERTY: 2014 S Rangeline Rd. Joplin, MO

Present Zoning 1/2 C3-PD, 1/2 C3 Requested Zoning: C3 Acreage: 1.09
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant/Office Building	C3/C1
South	Car Rental	1/2 C3-PD, 1/2 C3
East	Drug Store	C3
West	Vacant	R-1

Character of the Neighborhood: 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? Yes
   If yes, explain: Need to remove current split zoning on lot

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: South Rangeline Rd.
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 130'
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? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Split zoning parcel

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. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 10/07/2021

TITLE: Manager

REZONING APPLICATION FORM

devan@estacadointerests.com

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 063-21 #2
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Estacado Interests, LLC PHONE: 940.550.8068
ADDRESS: 1537 Singleton Blvd. Dallas, TX 75212 EMAIL: devan@estacadointerests.com
OWNER: Richard S Hammer and Norma L Hammer Family Revocable Trust PHONE:
ADDRESS: 629 Trumpet Cir Birmingham, AL EMAIL: jkhgraham@gmail.com

LOCATION/ADDRESS OF PROPERTY: 2019 S Highview Joplin, MO

Present Zoning R1 Requested Zoning: C3 Acreage: 1.25
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Oil Change Facility	C-3
South	Vacant	R-1
East	Vacant	C3-PD
West	Vacant/Residential	R-1

Character of the Neighborhood: Commercial/Residential

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? Yes
   If yes, explain: Need a commercial access drive to connect to property adjacent on East border (2014 S. Rangeline)

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S Highview
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 60'
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:

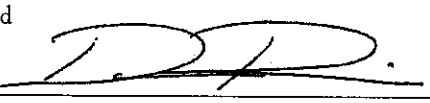
1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Residential lot immediately surrounded by C3 on two sides

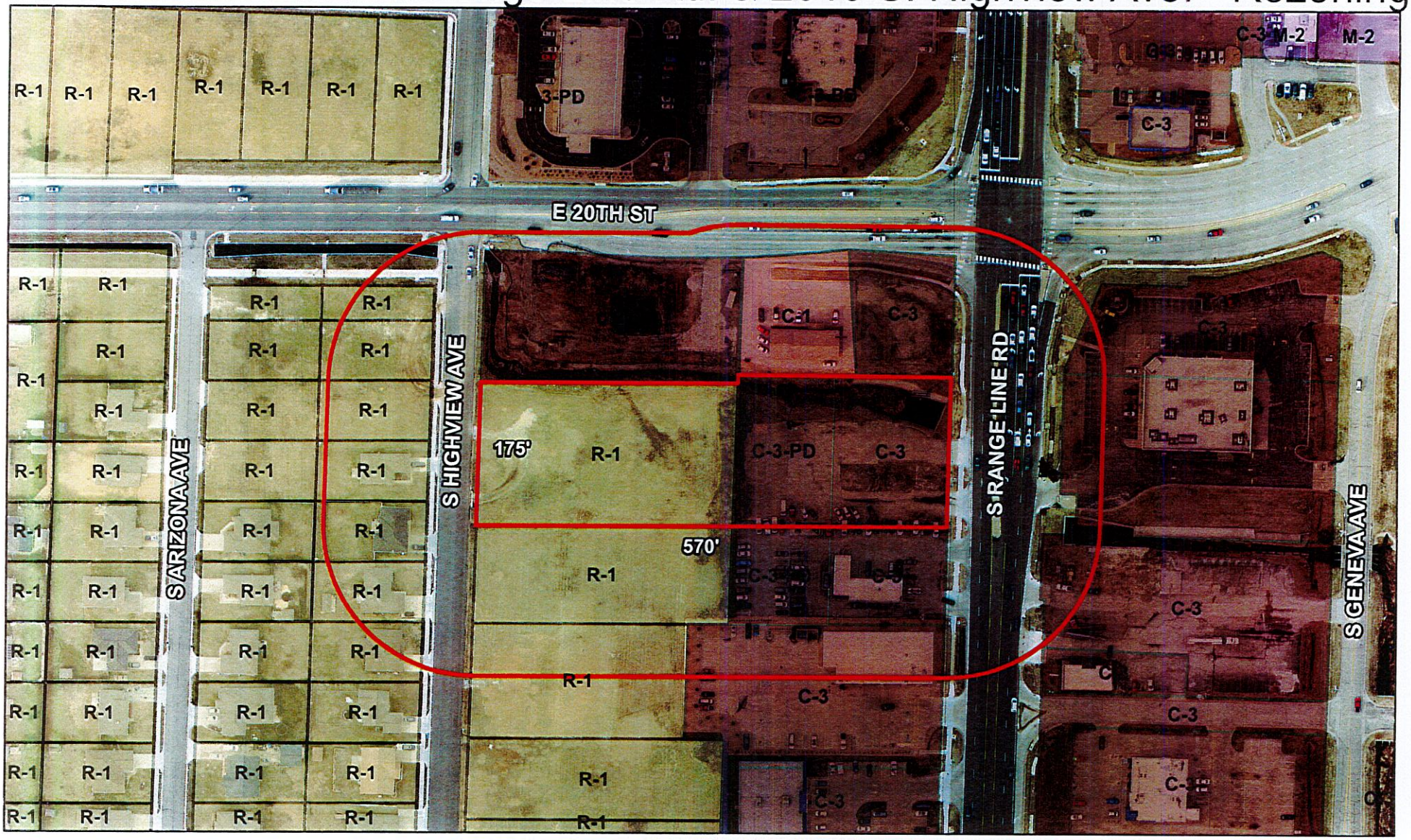
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE:  DATE: 10/07/2021

TITLE: Manager

Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. - Rezoning



Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

N

0 65 130 260 390 520 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-293 – Rezone C-3 and R-1 to C-3-PD.

MEETING DATE:
December 6, 2021

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 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

BACKGROUND:
This request to rezone to C-3 is for future commercial development on the site. This zoning designation is shown to be acceptable in the comprehensive plan, and commercial development is appropriate along the Range Line Rd. corridor

Where this property abuts residential districts, a buffer will be required. The proposed development will likely cap the existing stormwater channel that runs on the North side of the property. That change to the channel will require the approval of the U.S. Army Corps of Engineers in order to ensure it meets the required federal regulations

PLANNING & ZONING COMMISSION TESTIMONY:
Devon Therius, 1537 Singleton Blvd., Dallas, TX. We are requesting the proposed property be rezoned to C-3, Commercial. We would like to bring a burger chain from Texas, and both lots need to be zoned C-3. The main building will be on Range Line with a drive back to the Highview side and connecting with Highview.

Ms. Phillips had a question for staff. Understanding that it is in the plan but how can the R-1 property magically be changed to C-3?

Mr. Stanton stated that it isn't magically going to commercial. It is going through the correct process for that to happen. The future land use map does show retail commercial from Range Line west to Highview.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 063-21.
Planning & Zoning Commission recommends approval for Case 063-21 (5 Favor, 1, Abstained, 0 Nays, 1 Absent)

ATTACHMENTS

CB 2021-293, Staff Planning Report, P&Z Commission Minutes

P & Z Case 063-21
Estacado Interests, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-293 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 C-3 (Commercial) and R-1 (Single-family Residential) and including in District C-3-PD (Commercial Planned Development) property as described below and located at 2014 S. Range Line Rd. & 2019 S. Highview Ave. 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 C-3-PD.

Tract 1: All of the South one hundred seventy-five feet (S 175') of Lot Numbered One (1) in KINDRED'S SUBDIVISION to the City of Joplin, Jasper County, Missouri, (also known as 2014 S. Rangeline, Joplin, Missouri) and All of Lot Number Fifteen (15) in Kindred's Sub-division to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Case 064-21: 916 S. Jackson Ave. - A request to declare property surplus – City of Joplin

Acquired this property from the Jasper County Trustees in 2014, zoned R-3 and would like to declare surplus for the purpose of selling.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 064-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 064-21 A request to declare property surplus.

LOCATION 916 S. Jackson Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.12 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Jackson Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

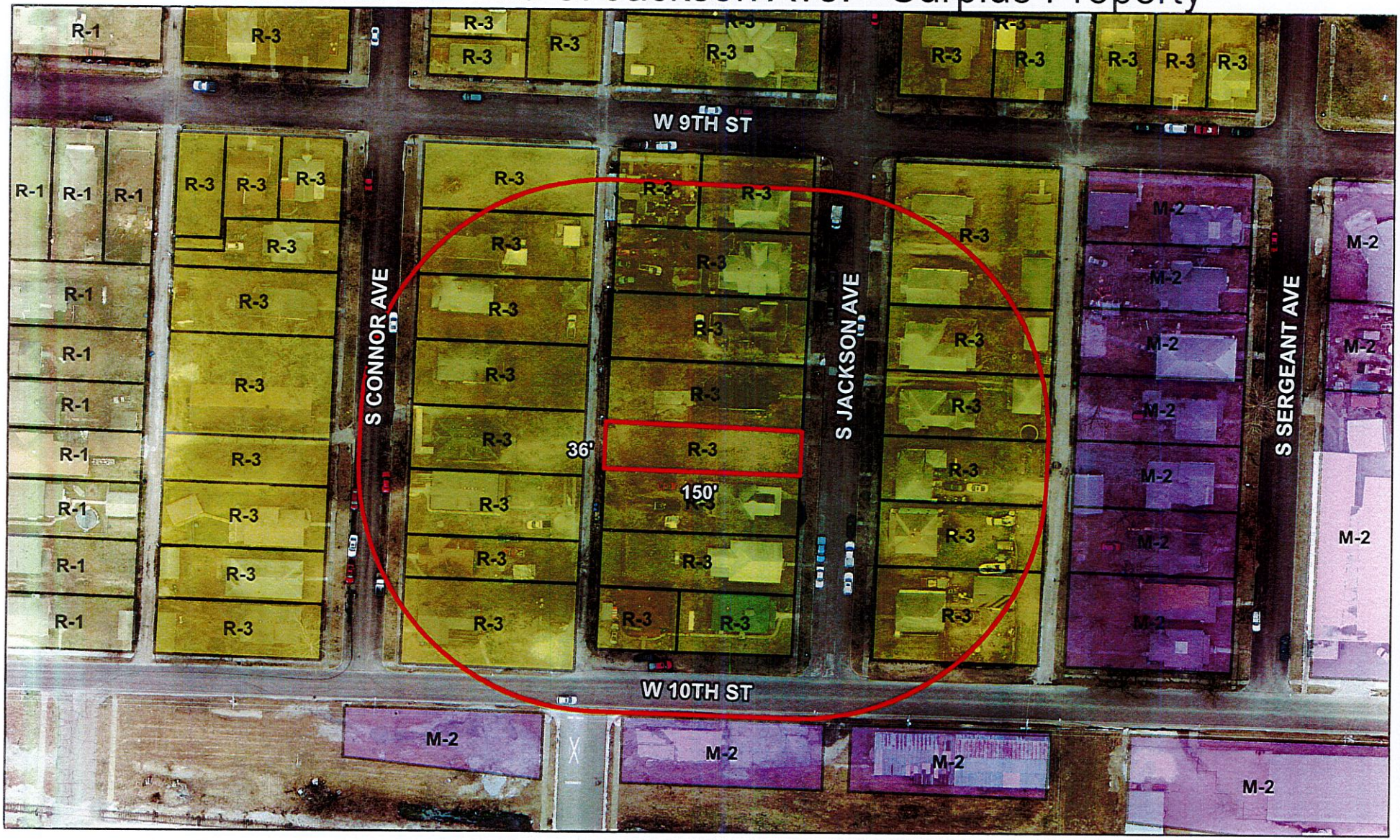
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2014.

Staff recommends approval of Case 064-21

Case 064-21: 916 S. Jackson Ave. - Surplus Property



Case 064-21: 916 S. Jackson Ave. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 064-21 – Excess Property – 916 S Jackson.

MEETING DATE:
December 6, 2021

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 064-21: 916 S. Jackson. – A request to declare property surplus – City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This property was acquired from the Jasper County Trustee in June 2014.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Acquired this property from the Jasper County Trustees in 2014, zoned R-3, and would like to declare surplus for the purpose of selling.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 064-21.
Planning & Zoning Commission recommends approval for Case 064-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Case 065-21: 911 S. Pennsylvania Ave. - A request to declare property surplus – City of Joplin

Acquired this property from Charlotte M. Bell in December 2012, zoned R-3 and would like to declare surplus for the purpose of selling.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 065-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 065-21 A request to declare property surplus.

LOCATION 911 S. Pennsylvania

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.11 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	M-2	R-3	M-2/R-3
Land Use	Single-family Residential	Light Manufacturing	Single-family Residential	Light Manufacturing/Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Pennsylvania Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

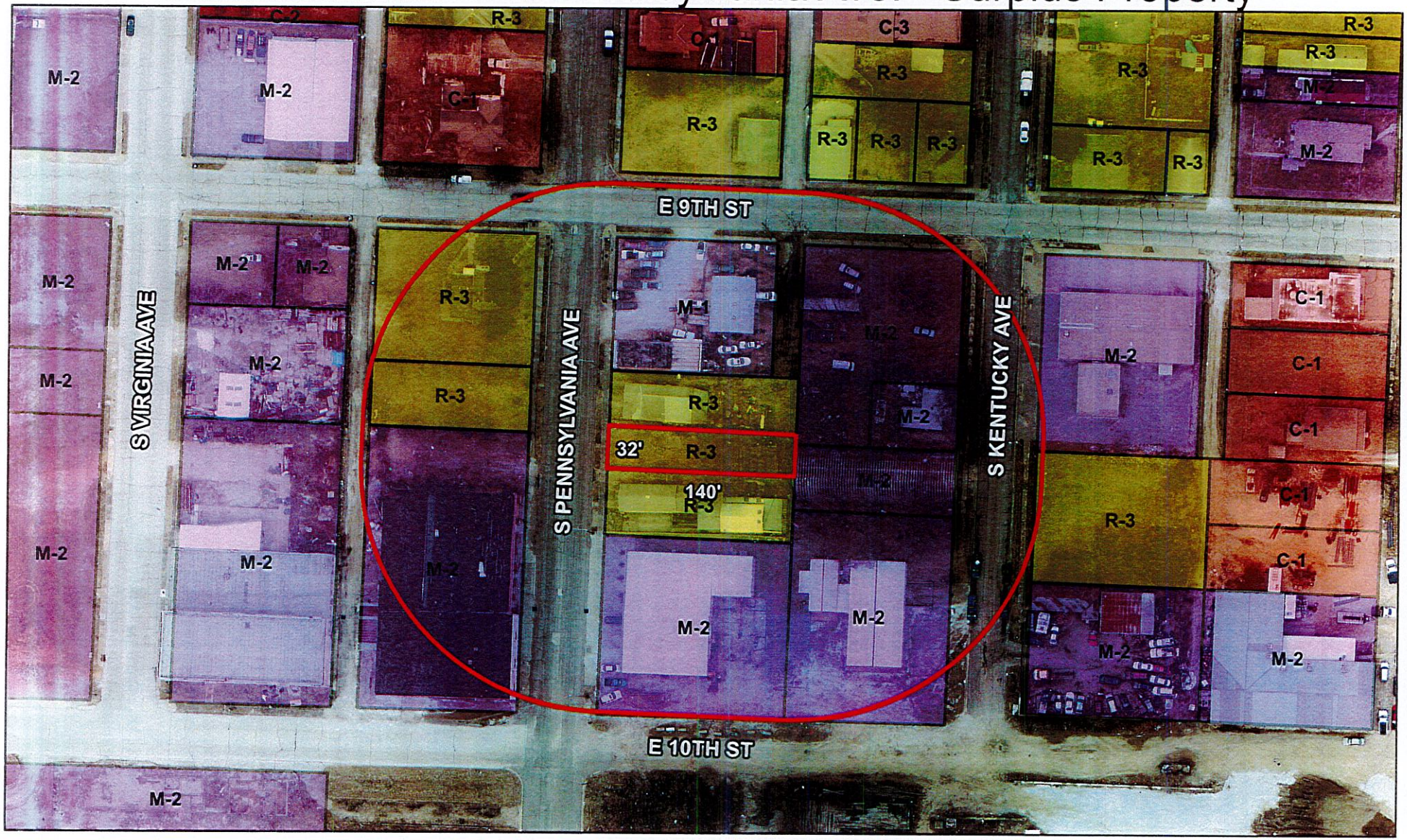
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Charlotte M. Bell in December 2012.

Staff recommends approval of Case 065-21

Case 065-21: 911 S. Pennsylvania Ave. - Surplus Property



Case 065-21: 911 S. Pennsylvania Ave. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 065-21 – Excess Property – 911 S. Pennsylvania Ave.

MEETING DATE:
December 6, 2021

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 065-21: 911 S. Pennsylvania Ave. – A request to declare Excess property– City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This property was acquired from Charlotte M. Bell in December of 2012.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Acquired this property from Charlotte M. Bell in December 2012, zoned R-3, and would like to declare surplus for the purpose of selling.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 065-21.
Planning & Zoning Commission recommends approval for Case 065-21 (`6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Case 066-21: Approximately 175' West of the intersection of N. St. Louis Ave. and E. North St. - A request to declare property surplus – City of Joplin

Received this property from the Jasper County Trustees in 2012, zoned R-1 and would like to declare surplus for the purpose of selling.

MS. PHILLIPS MOVED, SECONDED BY MS. WARREN THAT CASE 066-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 066-21 A request to declare property surplus.

LOCATION Approximately 175' West of the intersection of N. St. Louis Ave. and E. North St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-1	R-1	R-1
Land Use	Heavy Industrial	Single-family Residential	Vacant	Vacant

TRANSPORTATION

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

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June of 2012.

Staff recommends approval of Case 066-21

Case 066-21: Approximately 175' West of the intersection of N. St. Louis Ave. and E. North St. - Surplus Property



Case 066-21: Approximately 175' West of the intersection of N. St. Louis Ave. and E. North St. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 066-21 – Excess Property – Approx. 175' West of intersection N. St. Louis Ave & E. North St.

MEETING DATE:
December 6, 2021

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 066-21: Approx. 175' W. of intersection N. St. Louis Ave. & E. North Street – A request to declare Excess property– City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This property was acquired from Jasper County Trustee in June of 2012.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Received this property from the Jasper County Trustees in 2012, zoned R-1, and would like to declare surplus for the purpose of selling.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 066-21.
Planning & Zoning Commission recommends approval for Case 066-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Case 067-21: Northeast Corner of W. Junge Blvd. and S. Sergeant Ave. - A request to declare property surplus – City of Joplin

Received this property from the Jasper County Trustees in 2012, it is zoned R-3 and would like to declare surplus for the purpose of selling.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 067-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 067-21 A request to declare property surplus.

LOCATION Northeast Corner of W. Junge Blvd. and S. Sergeant Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Railroad ROW	R-3	R-2	R-2
Land Use	Vacant ROW	Single-family Residential	Single-family Residential	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Sergeant Ave.	Local	60'
W. Junge Blvd.	Collector	110'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

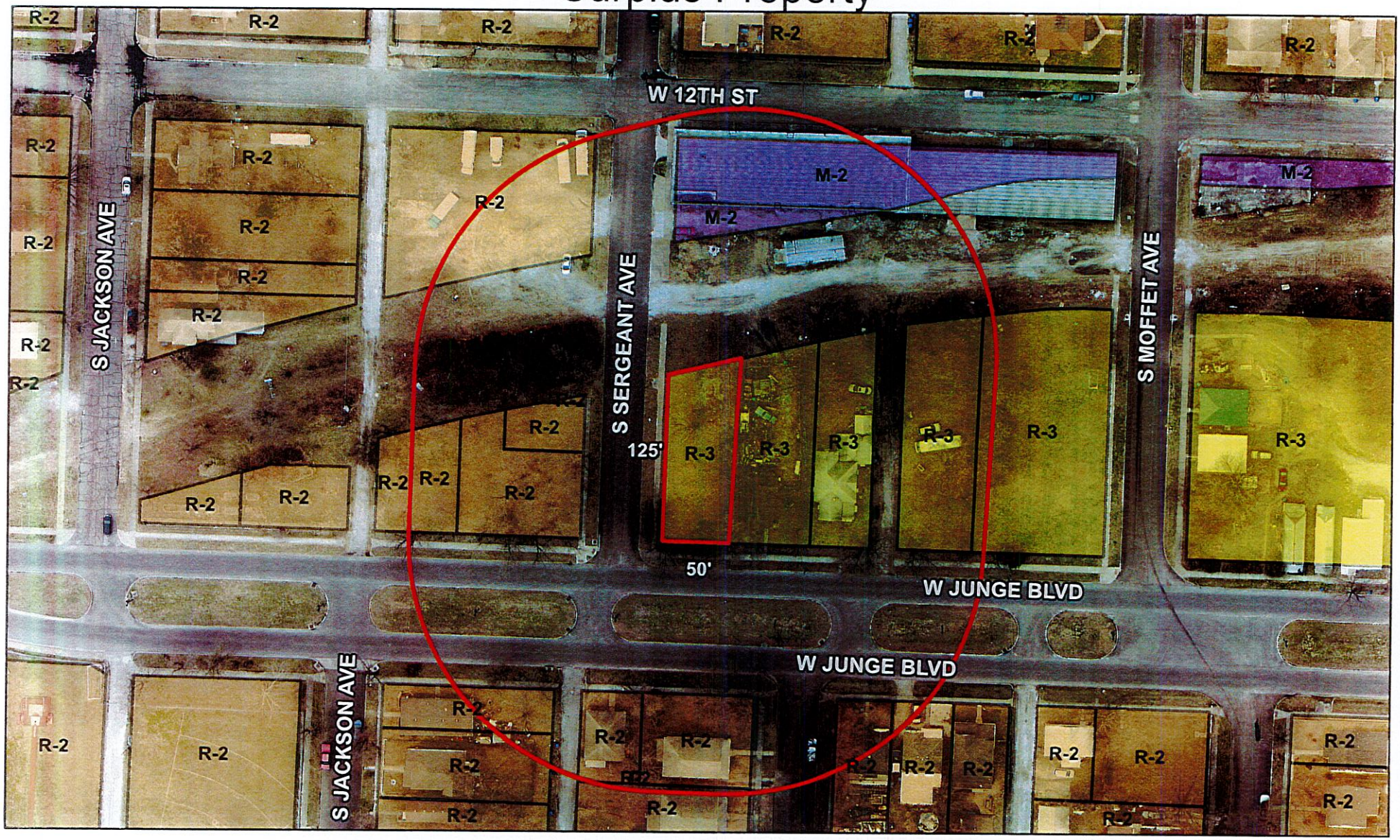
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012.

Staff recommends approval of Case 067-21

Case 067-21: Northeast Corner of W. Junge Blvd. and S. Sergeant Ave. - Surplus Property



Case 067-21: Northeast Corner of W. Junge Blvd. and S. Sergeant Ave. - A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 067-21 – Excess Property – Northeast Corner of W. Junge Ave & S. Sergeant Ave.

MEETING DATE:
December 6, 2021

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 067-21: Northeast Corner of W. Junge Ave. & S. Sergeant Ave. – A request to declare Excess property– City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This property was acquired from Jasper County Trustee in June of 2012.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Received this property from the Jasper County Trustees in 2012, it is zoned R-3, and would like to declare surplus for the purpose of selling.

PUBLIC COMMENT:

None.

RECOMMENDATIONS:
Staff recommends approval for Case 067-21.
Planning & Zoning Commission recommends approval for Case 067-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Case 068-21: 1304 S. Kentucky Ave. - A request to declare property surplus – City of Joplin

Acquired this property from the Jasper County Trustees in 2012, it is zoned R-3 and would like to declare surplus for the purpose of selling.

MS. WARREN MOVED, SECONDED BY MS. STEELE THAT CASE 068-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 068-21 A request to declare property surplus.

LOCATION 1304 S. Kentucky Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Kentucky Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

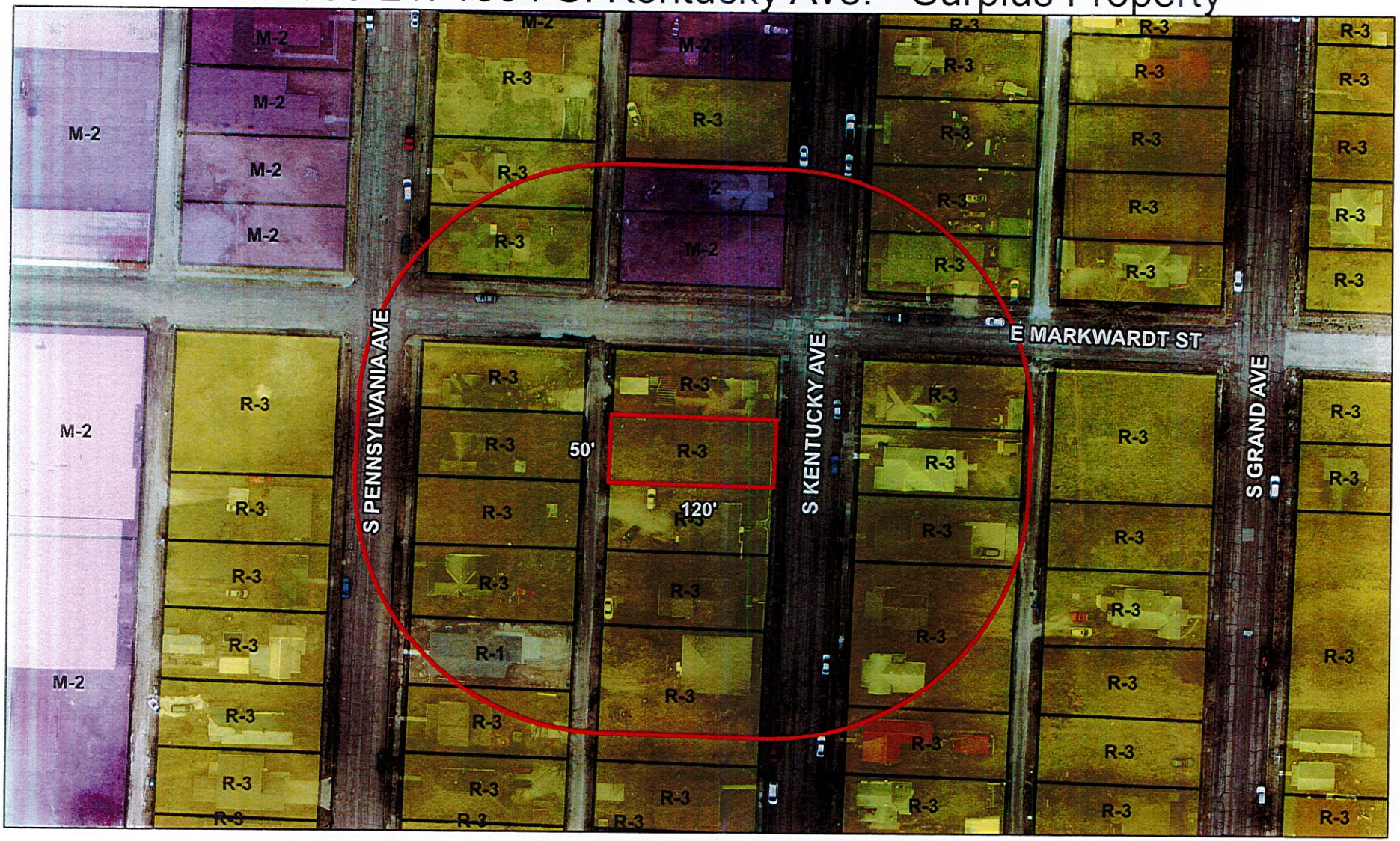
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012.

Staff recommends approval of Case 068-21

Case 068-21: 1304 S. Kentucky Ave. - Surplus Property



Case 068-21: 1304 S. Kentucky Ave. - A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 068-21 – Excess Property – 1304 S. Kentucky Ave.

MEETING DATE:
December 6, 2021

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 068-21: 1304 S. Kentucky Ave. – A request to declare Excess property– City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This property was acquired from Jasper County Trustee in June of 2012.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton requested permission to review all the Declared Property Surplus all together and then individually vote on them. The Commission gave approval.

Acquired this property from the Jasper County Trustees in 2012, it is zoned R-3, and would like to declare surplus for the purpose of selling.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 068-21.
Planning & Zoning Commission recommends approval for Case 068-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
NOVEMBER 15, 2021
MEETING MINUTES

CALL TO ORDER

The November 15, 2021 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. Copple.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Anthony Monteleone, Gary Shaw, Diane Reid Adams, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Absent: Doug Lawson. Also, in attendance were City Manager Nick Edwards and Assistant City Attorney Jordan Paul. Motion by Mr. Monteleone, second by Mr. Cortez to excuse Mr. Lawson. Voting in favor were Council Members: Copple, Cortez, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0.

PRESENTATIONS

RAISE (Refugee And Immigrant Services & Education) Update was presented by Mike Newman. Mr. Newman gave an overview of the Afghan Placement and Assistance Program and how it involves the resettling of 50 people to Joplin through the RAISE organization.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Health Department Update: Health Director Ryan Talken reported Covid numbers have remained relatively flat since September. There are 60 active cases and 23 hospitalizations, of which 82% are unvaccinated. Statewide there is a slight increase of cases. The Health Dept. has administered 5,621 vaccines. Joplin/Jasper County has a vaccine completion rate of 43.4%; statewide vaccine completion is at 50%. There are three upcoming walk-in vaccine clinics scheduled for November 16, November 18, and December 2 at the Health Department.

Response & Recovery Plan Update

City Manager Nick Edwards asked the City Council to consider ending the Response and Recovery Plan. He stated the City has adequately restored their PPE supply and based on what we know today, he feels the organization is prepared to face another pandemic. We do need to improve internet connectivity for services such as Telemed. The hospitals are prepared as well. The health dashboard on the website will continue to be maintained. Motion by Mr. Monteleone, second by Dr. Reid Adams to exit the Response and Recovery Plan. Voting in favor were Council Members: Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 7. Nays: Copple, 1. Absent: Lawson, 1.

News from Public Information Officer, Lynn Onstot

The Residential Leaf Pick Up Program begins Monday, November 29. Residents need to rake their leaves to the curb. The Leaf Pick-Up map indicates the order of neighborhoods the crews

will be picking up leaves and it's posted on the City's website. By using the map, citizens can better prepare for their arrival to pick up their leaves. The program can take about a month or longer depending on the weather.

Joplin Youth Council members are kicking off the holiday season with a Literacy event and invites families out to enjoy arts and crafts along with reading books related to Thanksgiving. This reading activity is from 4 to 6 p.m. on Thursday, November 18 at the Joplin High School Library. Families with children from about age 3 to 10 are encouraged to join them for this unique opportunity. Members also ask people to bring a book to donate that will be passed along to organizations working with children and reading.
upcoming events:

The Joplin Recycling Center will host a shredding event on Saturday, November 20 at the Recycling Center located at 1310 West A Street. During this recycling event, large amounts of paper can be shredded quickly at no cost to area residents. Midwest Fibre Sales will have their mobile shred truck at the Center from 8 a.m. to 10 a.m. this Saturday for residents to rid themselves of personal papers that are no longer needed without worry of identity theft. This free event is sponsored by the City's Recycling Division, Region M Waste Management District, and the Missouri Department of Natural Resources.

Downtown Joplin Alliance is hosting their Annual Holiday Window Display contest as vendors decorate their storefronts for the upcoming season starting Thursday, November 18. Be sure to get downtown to view them and vote for your favorite windows. Voting ends December 17 and the awards will be announced on December 22.

Spiva Park will be lit up starting November 18. Stop by any evening after 5:30 p.m. to enjoy the beautiful lights and holiday music, brought to you by the Joplin Parks & Recreation Department.

Joplin Parks and Recreation will again host the Holiday Tree Trail at Mercy Park at 26th and McClelland. The kickoff event for the Holiday Tree Trail will be held from 6 to 8 p.m. on Tuesday, November 30. There will be entertainment, refreshments, and an appearance from Santa. The display of decorated Christmas trees along the Mercy Park trail will be up from November 30 through December 31 for all to enjoy. Guests can vote for their favorite tree through Dec. 22. Parks and Rec will recognize the tree winners on December 23.

The 51st Annual Joplin Christmas parade is Tuesday, December 7 at 6 p.m. The parade starts at 15th Street and goes to 3rd Street. The theme for the parade is Cruisin' to Christmas. Freeman Health System is coordinating the parade. Contact Freeman Development Office at 417-347-4624, for more information.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Monteleone to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson.

Minutes of the November 1, 2021 City Council Meeting

Minutes of the November 8, 2021 Special City Council Meeting

COUNCIL BILL NO.2021-166 – an ordinance approving an agreement and work authorization with Burns and McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021. **Ordinance No. 2021-159**

COUNCIL BILL NO. 2021-287 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial)and including in District R-3 (Apartment House) property as described below and located at approximately 550 feet South of the intersection of S. Rex Ave and E. 13th Street, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2021-160

COUNCIL BILL NO. 2021-288-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-2 (Two- Family Residential) and including in District R-3 (Apartment House) property as described below and located at 3431 E 10th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-161**

COUNCIL BILL NO. 2021-289-an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at approximately 175 feet of the intersection of S. Connecticut Ave and E. 24th Street. **Ordinance No. 2021-162**

COUNCIL BILL NO. 2021-290-an ordinance providing to vacate approximately 700 feet East of the intersection of E. 9th Street and S. Rex Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-163**

Resolutions

RESOLUTION NO. 2021-019

Mr. Stinnett introduced Resolution No. 2021-019 - a resolution authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Reid Adams to approve Resolution No. 2021-019. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. **Resolution No. 2021-019** was approved.

RESOLUTION NO. 2021-020

Mr. Shaw introduced Resolution No. 2021-020 - a resolution approving a request of the appointment of a member of the Board of Directors of the 32nd Street Place Community Improvement District. Motion by Mr. Shaw, second Mr. Cortez to approve Resolution No. 2021-020. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. **Resolution No. 2021-020** was approved.

RESOLUTION NO. 2021-021

Mr. Copple introduced Resolution No. 2021-021 - a resolution establishing a "Proposition Action Implementation and Oversight Committee". Motion by Mr. Copple, second by Mr. Stinnett to amend Section 5 of the Resolution by replacing the word "may" with the word "shall". *That the Capital Oversight Committee ~~may~~ **shall** be tasked with the financial oversight for the Use Tax and the tax dollars are collected and deployed*. Voting in favor were Council Members: Copple, Reid Adams, Shaw, Stinnett, and Williams, 5. Nays: Cortez, Monteleone, and Stanley, 3. Absent: Lawson, 1. The amendment was approved.

Motion by Mr. Stinnett, second by Mr. Copple to amend Resolution No.2021-021 to increase the number of members to 13 with two alternates and add a Section 7 to state the Resolution will terminate April 1, 2025. Voting in favor were Council Members: Copple, Cortez, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 7. Nays: Monteleone, 1. Absent: Lawson, 1. The second amendment was approved.

AMENDED RESOLUTION NO. 2021-021

Motion by Mr. Cortez, second by Mr. Shaw to approve Amended Resolution No. 2021-021. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. **Amended Resolution No. 2021-021** was approved.

RESOLUTION NO. 2021-022

Mr. Stinnett introduced Resolution No. 2021-022 - a resolution establishing a Memorial Hall Citizens Committee to assist with the April 5, 2022 election relating to the proposed Bond issue for the reconstruction, renovation, expansion, and improvements for Memorial Hall. Motion by Mr. Stinnett, second by Dr. Reid Adams to approve Resolution No. 2021-022. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. **Resolution No. 2021-022** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-010

Dr. Reid Adams introduced Council Bill No. 2021-010 - an ordinance repealing Ordinance 2021-079; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill 2021-010 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. The Council Bill was declared adopted and entitled **Ordinance No. 2021-164**

COUNCIL BILL NO. 2021-170

Mr. Shaw introduced Council Bill No. 2021-170 - an ordinance approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00) for the purchase of a Small Wheel Loader with Coupler; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill 2021-170 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. The Council Bill was declared adopted and entitled **Ordinance No. 2021-165**

COUNCIL BILL NO. 2021-171

Mr. Cortez introduced Council Bill No. 2021-171 - an ordinance approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Eighteen Thousand, Six Hundred Seventy

and 00/100 Dollars ($218,670.00) for the purchase of a Small Wheel Loader; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill 2021-171 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. The Council Bill was declared adopted and entitled **Ordinance No. 2021-166**

COUNCIL BILL NO. 2021-457

Mr. Copple introduced Council Bill No. 2021-457 - an ordinance approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2021 and running through September 30, 2022, for the amount of up to Thirty Two Thousand, Five Hundred Eighty-Four Dollars and Seventy-Two Cents ($32,584.72), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Stinnett that Council Bill 2021-457 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. The Council Bill was declared adopted and entitled **Ordinance No. 2021-167**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-529

Mr. Stinnett introduced Council Bill No. 2021-529 - an ordinance repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill 2021-529 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson The bill was read as **Council Bill No. 2021-529**

COUNCIL BILL NO. 2021-530

Mr. Cortez introduced Council Bill No. 2021-530 - an ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill 2021-530 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson. The bill was read as **Council Bill No. 2021-530**

COUNCIL BILL NO. 2021-531

Mr. Copple introduced Council Bill No. 2021-531 - an ordinance repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of

Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill 2021-531 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 1, Lawson The bill was read as **Council Bill No. 2021-531**

UNFINISHED BUSINESS

NEW BUSINESS

Frank Thompson requested to speak about streetlights. He presented information regarding integrated intelligent lighting solutions.

Laura Simmons requested to address Council regarding Covid vaccines for children in our area.

Mr. Stinnett asked the city manager to bring an update on the city's sign ordinance to a future city council meeting.

There being no further business, the meeting was adjourned at 8:11 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
NOVEMBER 17, 2021

CALL TO ORDER

The November 17, 2021 Special Meeting of the Joplin City Council was called to order at 3:00 p.m. by Mayor Ryan Stanley.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 3:00 p.m. on Wednesday, November 17, 2021, at Joplin City Hall, 5th Floor Informal Conference Room, 602. S. Main Street for the purpose of interviewing candidates for the city clerk position.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Absent: Doug Lawson. Motion by Mr. Monteleone, second by Mr. Cortez to excuse Mr. Lawson. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0.

CLOSED SESSION

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMO, as amended, 2020. 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. Copple, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Lawson, 1.

The meeting adjourned to closed session at 3:03 p.m.

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-529 – Approving certain fee changes in the parks department

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-529 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the lot space fee from $600.00 to $650.00
- Change the grave opening/close fee from $600.00 to $650.00
- Change the columbarium-single niche fee from $850.00 to $900.00
- Change the columbarium-companion niche fee from $1,200.00 to $1,300.00

The fee changes will be effective on January 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-529 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space…….$650.00
(2) Grave opening/close…….$650.00
(3) Grave opening/close-Infants……..$200.00
(4) Grave marker (*cost per square inch)……..*$0.50
(5) Cremains …….$250.00
(6) Cremains including set up…….$300.00
(7) Columbarium-Single niche, includes opening/closing and some engraving…..$900.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving……$1,300.00

(B) An additional charge of $150.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $150.00 for each additional hour.

(C) City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
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 2021-530 – Approving certain health department fee changes related to business licenses

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-530 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Health Director: Ryan Talken; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing health department fees related to business licenses.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes related to business license fees.

The proposed changes are as follows:

- Change the Health Permit-Low Risk fee from $115.00 to $120.00
- Change the Health Permit-Medium Risk fee from $230.00 to $240.00
- Change the Health Permit-High Risk fee from $345.00 to $360.00

The fee changes will be effective on April 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-530 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated …….100.00

Ambulance Services or Companies, ……..……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00

C) Dancehall ……100.00
Per Month……..10.00
Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00

$20,001-$50,000……..200.00
$50,001-$100,000……300.00
$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies ……100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day ……10.00
B) Each Day After, Per Day ……..5.00

Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day ……200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
F) Mechanical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories ……. The fee provided in section 30-92 (1)

Employment Agency ……...100.00

Engineer or Engineering Company
1-25 Employees……125.00
26-100 Employees……200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Florist, Greenhouse, Nurseries ……..…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..120.00
- Medium Priority ……..240.00
- High Priority ……360.00
- Change of Ownership Inspection ……..42.00
- New Construction/Remodel Inspection ……...131.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…131.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……315.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover …….50.00

Ice Cream Stand …….50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker

Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
- A) Not more than 1 Person ……...100.00
- B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
A) Plus, Each Salesman or Solicitor …….10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting ……The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays ……300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package ……..50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor …….600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-

containing not in excess of 5% alcohol by weight ……150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) …….100.00
M) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event …….5.00
B) Per Week ……..……10.00
C) Per Month …….20.00

Messenger Service …….100.00

Mobile Home Park
A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings
A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle ……..30.00

B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer …….50.00
A) Plus each agent or solicitor per day ……..5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards …….…….50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad or railway company and transacting business within the

city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….....100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year……..….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Shows, Transient
Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day ……..……10.00
B) Each additional day …….5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase …….…….100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event ……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00

A) Plus, per operator ……25.00

Taxicab Business

A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers

A) Original License ……5.00
B) Each renewal …….3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on April 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
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 2021-531 – Approving certain fee changes in the parks department

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-531 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the Golf Cart 18 holes per person fee from $13.00 to $14.00
- Change the Golf adult annual pass fee from $750.00 to $800.00
- Change the Golf adult with cart annual pass fee from $1,400.00 to $1,450.00
- Change the Golf family pass fee from $1,100.00 to $1,200.00
- Change the Golf family with one unlimited cart fee from $1,700.00 to $1,800.00
- Change the Golf family with two unlimited cart fee from $2,300.00 to $2,400.00
- Change the Golf senior annual pass fee from $550.00 to $600.00
- Change the Golf senior with cart annual pass fee from $1,125.00 to $1,175.00
- Change the Golf twilight pass fee from $350.00 to $400.00
- Change the Golf twilight pass with cart fee from $700.00 to $800.00

- Eliminate all annual tennis passes, the tennis court rental fee, the tennis school tournament fee and the tennis school practice/game fee.

- Create the new Tennis School Practice Fee at $40.00 per player
- Change the Tennis Tournament Fee from $5.00 per day to $50.00 per court per day

- Change the Soccer Tournament Fee for College/High School/Youth from $40.00 per match to $60.00 per match
- Change the Soccer Tournament Fee for Adults from $60.00 per match to $80.00 per match

- Change the Baseball Game for College from $200.00 per game to $225.00 per game
- Change the Baseball Game for High School from $75.00 per game to $150.00 per game
- Eliminate the Softball Daily Tournament with and without lights fee and the Adult Softball Program Fee
- Create the Softball Game with lights fee at $100.00 per game
- Create the Softball Game without lights fee at $75.00 per game

- Create the Parks Special Event Permit fee at $150.00 per event

- Create the Community Center Facility Rental at $25.00 per event

- Create the Museum Admission Fee for Adults at $5.00 per person
- Create the Museum Admission Fee for Military and Seniors at $4.00 per person
- Create the Museum Special Event/Tradeshow Rental Fee at $100.00 per hour
- Create the Museum Meeting Rental Fee at $25.00 per hour

The fee changes will be effective on January 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 parks fund budget and golf fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-531 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $18.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $20.00 per player per 18 holes. The green fees shall be $9.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $10.00 per player per 9 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $12.00 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $15.00 per player per 18 holes. The green fees shall be $6.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $7.00 per player per 9 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $800.00 per person per year.

b. Senior citizen single annual pass fee shall be $600.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $10.00.

c. A single annual pass with unlimited cart use fee shall be $1,450.00 per person per year.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,175.00 per person per year.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.00. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $1,200.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,800.00. The fee for an additional unlimited cart use shall be an additional $600.00 per person per year.

g. A twilight annual pass fee shall be $400.00 per person per year. A twilight annual pass with one (1) unlimited cart use fee shall be $800.00.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $9.00. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for students with cart (per seat).* The green fees with cart for qualified students (also known as "junior" or "youth") shall be $10.00 per seat. Qualifications for participation shall be set by the director of the parks and recreation department.

(6) *Green fees for leagues.* The green fees for league play shall be $10.00. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(7) *Twilight green fee.* The twilight green fee shall be $12.00 on weekdays and $14.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $3.00 per day.

(9) *Power cart rental.* The power cart rental charge shall be $14.00 per 18 holes per seat. The power cart rental charge shall be $8.00 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such “specials” shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, “Student”, “Junior”, or “Youth” shall mean any person under the age of 18.”

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. The tennis tournament fee shall be $50.00 per court per day.
b. The high school age and college age tennis practice fee shall be $40.00 per player.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $225.00 per game.
b. A college level and similar level baseball practice shall be $50.00 per practice.
c. A high school age and similar level baseball game shall be $150.00 per game.
d. A high school age and similar level baseball practice shall be $30.00 per game.
e. A baseball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.
f. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $60.00 per match.
b. An adult soccer tournament shall be $80.00 per match.
c. A soccer activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(4) *Softball programs.*

a. A softball game with lights shall be $100.00 per game.
b. A softball game without lights shall be $75.00 per game.
c. A softball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.
d. Additional fees.

i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Football programs.*

a. A football activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(5) *Shelter facilities.*

a. The shelter facility rental fee shall be $40.00 per day.

(6) *Parks Special Event Permit.*

a. A special event permit fee of $150.00 for the usage of any city park shall be assessed per event.

(7) *Community Center Facility Rental.*

a. The community center facility rental fee shall be $25.00 per event.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charges.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"ARTICLE III. JOPLIN HISTORICAL AND MINERAL MUSEUM

Sec. 86-72 Fees at Joplin Historical and Mineral Museum.

(a) The museum admission fee shall be $5.00 for anyone 13 years of age and over, and $4.00 for a Senior Citizen or a Military person.

(b) The museum special event or tradeshow rental fee shall be $100.00 per hour.

(c) The museum meeting room rental fee shall be $25.00 per hour.

(d) For purposes of this section "Senior Citizen or Military Person" shall mean any person age 60 and above, any person permanently and totally disabled from employment at any age, or any person that has served in the armed services.

Section 4. That this ordinance shall become effective on January 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
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:

Resolution 2021-023. This Resolution is to formally adopt an official City of Joplin Brand.

MEETING DATE:

Monday, December 6, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

This resolution seeks formal adoption of a new brand logo for the City of Joplin, and a Style Guide which provides specific guidance Guide to ensure that branding and messaging of the City of Joplin are consistent and of high quality.

BACKGROUND:

There are several brand logos being used throughout City departments. This inconsistency does not serve to project a cohesive message for the City as a whole.

A committee of City employees has been working since May 2020 to develop a new City Brand and Style Guide.

This resolution is to adopt Branding which supports a positive communication imagining and provides unified guidelines for all City departments to follow.

FUNDING SOURCE:

A funding strategy will be spread over several fiscal years, with full implementation by the end of FY2025.

RECOMMENDATIONS:

The City of Joplin Branding Committee recommends adoption of this Resolution.

ATTACHMENTS:

Resolution 2021-023

Exhibit A, City of Joplin Brand artwork

Exhibit B, Style Guide

JOPLIN
MISSOURI

Exhibits A-1



JOPLIN
MISSOURI



Exhibit A-2

JOPLIN
MISSOURI

Exhibit A-3

DEFINITIONS

1. Type

1.1. The word "Joplin" as seen and described in this guide.

1.2. The word "Missouri" as seen and described in this guide.

JOPLIN
MISSOURI

2. Unique Elements

2.1. **Crossed Star:** a star with four diagonal points, each pointing in unique ordinal directions, and two line segments, each bisecting the star and extending beyond its borders in the cardinal directions.



3. Symbols

3.1. **J-con:** A "J" icon, with the Crossed Star element overlaid, in all color/non-color iterations.

3.2. **Partner Symbols:** Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used individually or as part of lockups (e.g. police badge)







4. Lock-up

4.1. A configuration of Type (1.), Unique Elements (2.) and/or Symbol (3.)

5. Brandmarks

The approved configurations of Type (1.), Unique Elements (2.) and/or Symbol (3.). The city of Joplin will have three distinct Brandmarks.

5.1. **The J-con lock-ups**: Either orientation layout (**A.** horizontal or **B.** vertical) of the J-con and the Joplin Missouri type.

A.



B.



5.2. **The unlocked J-con:** The J-con Symbol without any other brand elements aside from accompanying content (i.e. email signature info, business card info, titles, names, etc.)



5.3. **The unlocked Type:** The Joplin Missouri type without any other brand elements.

JOPLIN
MISSOURI

NOTE: Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used as part of lockups (e.g. police badge)

DEFINITIONS CONT.

6. Dynamic Identity

A dynamic identity, also called a dynamic or living brand, is a visual identity composed of Brandmarks where one or more components is variable to some degree, and able to be influenced by external data or updated as needed or desired. The amount and nature of variation differs from one brand to another.

7. Dynamic Components

The Type (1.) or Symbol (3.) comprising a brand mark that is variable and the nature, scope and methodology of that variation.

8. Parent Brand

A parent brand is the main brand of an organization. In the case of the City of Joplin, this means the city as a whole.

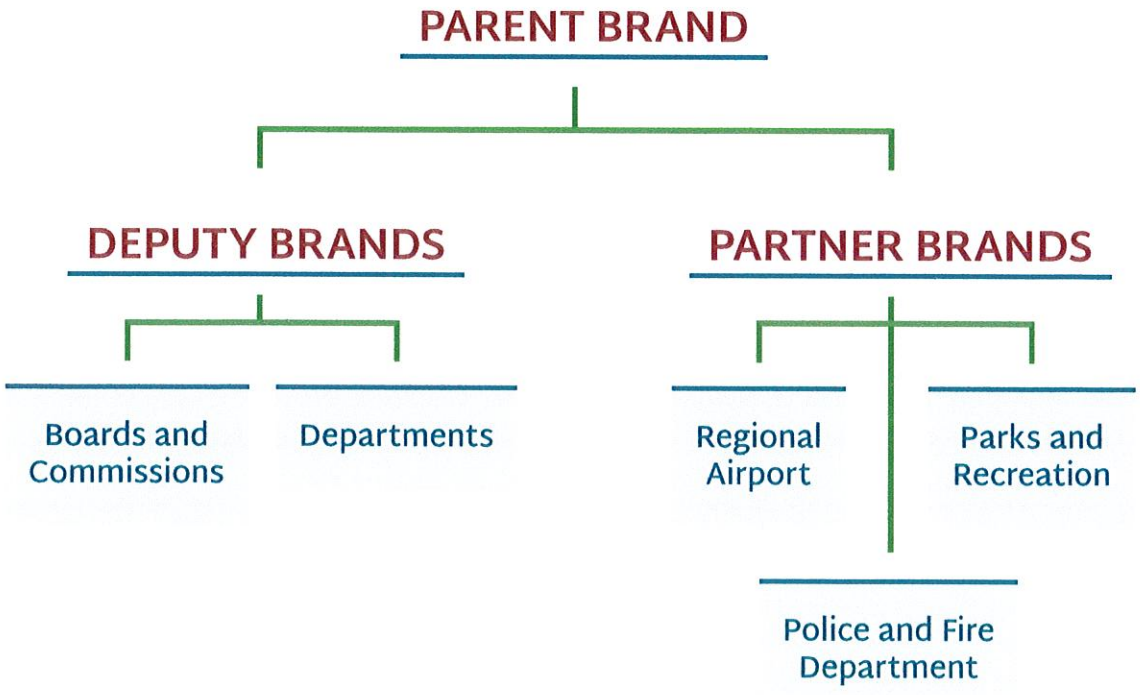
9. Partner Brand

Partner brands are a sort of sub-brand that has its own personality different from the parent brand. In this instance, that is the city divisions that have their own, individual identities within the Joplin community.

10. Deputy Brand

Deputy brands are Boards and Commissions and all other departments that are empowered by the parent brand.

Brand Hierarchy



JOPLIN
MISSOURI

BRANDING GUIDE

City of Joplin Internal Guidelines

In order to bring unity to the City of Joplin, we have developed a set of guidelines to bring a cohesive look and brand to Joplin, Missouri. It is important to follow the guidelines set forth in this guide to maintain the integrity of the brand.

Approved by: Management Team | **Date:** November 30, 2021 | **Revised:** November 30, 2021



Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-023 of the Joplin City Council, December 6, 2021. All previous City brand images are functionally obsolete and are not to be used for any purpose outside of historic preservation/education. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.



TO EMPLOYEES

This style guide was created to make sure every message from our city is presented in unity. Joplin has a rich history of resiliency — a quality born of its self-reliant, hard-working yet gracious and welcoming citizens. We all have the responsibility to consistently display an accurate representation of these values.

Every message we present should contain our proper logos, fonts, and colors. In doing so, we help grow our sense of community and a better awareness and greater trust for our institutions of government. A brand, and a city, is more than logos and letters, buildings and borders, roads and bridges — Our new Brandmarks represent all the people — past, present and future — who, by brick and mortar, pen and paper, built this city.

VISION



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

Our connected community benefits from world-class health care, reasonable cost-of-living, and economic opportunity for all.

Together we are ready for anything!

Ad Omnia Parata

NARRATIVE

Established in 1873, Joplin was born from zinc mining camps. To this day, Joplin is home to citizens unafraid of rolling up their sleeves and working hard for their neighbors, their city and the country at large.

Joplinites have seen their city through crises and cultural change year after year for over a century. They've built and rebuilt the city, passing down a legacy of resilience, self-reliance and grace from one generation to the next.

Immortalized in song and on more than a few postcards over the years, Joplin sits at the intersection of what was old Route 66 and Interstate 49. Of course I-44 has long since replaced Route 66 in Missouri. However, Joplin still sits at this crucial interstate crossroads, favored by family travelers and truckers alike. Joplin's history of being both a waypoint and a destination for commerce has made it an eclectic and dynamic place. This is why we believe the dynamic identity concept presented here is the most logical choice for the new Joplin brand.

The City of Joplin means something different to each of its citizens. Hope. Resilience. New beginnings. And much more.

At the same time, it represents the same thing to us all: Home.

CHARACTER AND MESSAGING/TONE

The character of a brand is what makes it relatable to its audience. We want our residents to feel a positive connection with our brand and see an accurate representation of themselves within it.

Our people, the citizens of Joplin, have always been hard-working, ready to lend a hand, and take pride in their hometown. Joplin, and the land on which it sits, has always afforded opportunity, drawing in people from all over to visit or to stay. Any messaging should be helpful, welcoming, and intent on furthering the city's growth.

DEFINITIONS

1. Type

1.1. The word “Joplin” as seen and described in this guide.

1.2. The word “Missouri” as seen and described in this guide.

2. Unique Elements

2.1. **Crossed Star:** a star with four diagonal points, each pointing in unique ordinal directions, and two line segments, each bisecting the star and extending beyond its borders in the cardinal directions.



3. Symbols

3.1. **J-con:** A “J” icon, with the Crossed Star element overlaid, in all color/non-color iterations.

3.2. **Legacy Symbols:** Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used individually or as part of lockups (e.g. police badge)







4. Lock-up

4.1. A configuration of Type (1.), Unique Elements (2.) and/or Symbol (3.)

5. Brandmarks

The approved configurations of Type (1.), Unique Elements (2.) and/or Symbol (3.). The city of Joplin will have three distinct Brandmarks.

5.1. **The J-con lock-ups**: Either orientation layout (**A.** horizontal or **B.** vertical) of the J-con and the Joplin Missouri type.

5.2. **The unlocked J-con:** The J-con Symbol without any other brand elements aside from accompanying content (i.e. email signature info, business card info, titles, names, etc.)

5.3. **The unlocked Type:** The Joplin Missouri type without any other brand elements.

A.



B.







NOTE: Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used as part of lockups (e.g. police badge)

DEFINITIONS CONT.

6. Dynamic Identity

A dynamic identity, also called a dynamic or living brand, is a visual identity composed of Brandmarks where one or more components is variable to some degree, and able to be influenced by external data or updated as needed or desired. The amount and nature of variation differs from one brand to another.

7. Dynamic Components

The Type (1.) or Symbol (3.) comprising a brand mark that is variable and the nature, scope and methodology of that variation.

8. Parent Brand

A parent brand is the main brand of an organization. In the case of the City of Joplin, this means the city as a whole.

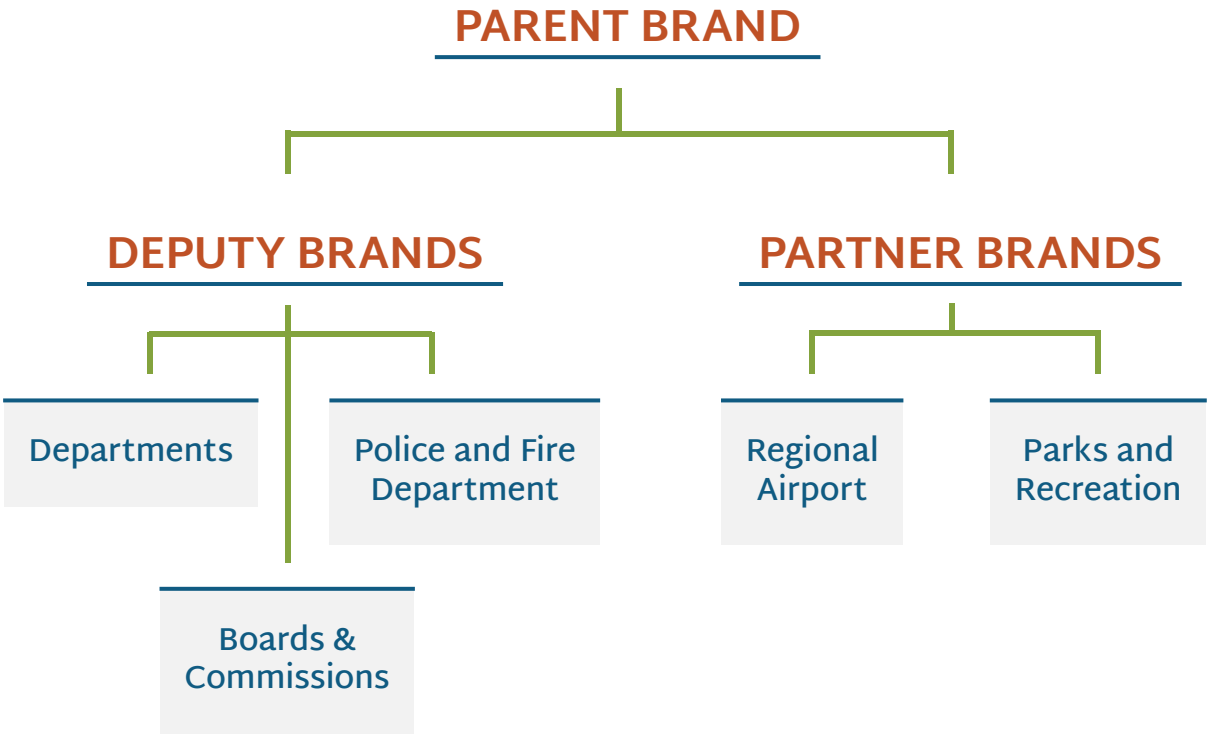
9. Deputy Brand

Deputy brands are Boards and Commissions and all other departments that are empowered by the parent brand.

10. Partner Brand

Partner brands are a sort of sub-brand that has its own personality different from the parent brand. In this instance, that is the city divisions that have their own, individual identities within the Joplin community.

Brand Hierarchy



Parent Brand

It is imperative that you use the following guidelines when using these brandmarks.

Incorrect usage could cause our logo to become public domain and we would then lose our exclusive rights to it.

Also, an incohesive use of our brand can cause a loss of trust in the information provided.

LOGO COLOR USAGE

J-con lockups

Full Color - Full color consists of the Type in Blue Lagoon and the J-con Symbol as pictured. For dynamic components, see the Dynamic Component(s) Section on page 4.



One Color - The logo may be represented in a single color using color palette colors, black, or white.

color palette:

Examples:





NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



Unlocked Type

One Color - The logo may only be represented in a single color using color palette colors, black, or white.

color palette:



NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



LOGO COLOR USAGE CONT.

Unlocked J-con

Full Color - See diagram to right. Color codes located on page 12.



One Color - The logo may be represented in a single color using color palette colors, black, or white.



NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



DYNAMIC COMPONENT(S):

J-con lockups

J-con patterns are dynamic. Patterns must be approved.

Examples:



Unlocked J-con

J-con patterns are dynamic. Patterns must be approved.

Examples:



Unlocked Type

There **are no dynamic components** for the Type. Please follow the Color Usages on page 12.

DEPARTMENTS

Deputy Brand departments do not have an individual brand but are empowered by the Parent Brand.

Brandmarks: Unlocked Type - without “Missouri”

Deputy Brand departments are represented with the Unlocked Type Brandmark without “Missouri”, a thin horizontal Blue Lagoon line placed underneath the Parent logo. Located under the line is the department name in Blue Lagoon using Martel Sans font. The department name should be kept to two lines maximum and the width should not exceed the width of the Parent Logo. A template has been created to help with spacing and setup for the Deputy Brand departments.

Primary Color Palette: Blue Lagoon

These departments can use Blue Lagoon, black, or white. If using Black or White, all elements must be either Black or White.

Dynamic Component(s): None

Example Logos:

JOPLIN
PLANNING, DEVELOPMENT & NEIGHBORHOOD SERVICES

JOPLIN
FINANCE DEPARTMENT

JOPLIN
PUBLIC WORKS

BOARDS & COMMISSIONS

Our boards and commissions in Joplin play an important role in the community and represent the city in their different fields.

****Note:** The Boards and Commissions have their own template to help with spacing, guidelines and setup.

Brandmarks: Unlocked Type - without “Missouri”

Boards and commissions’ logos are part of the Deputy Brand. They are represented with the Unlocked Type Brandmark without “Missouri” but are separated from the other department Deputy Brands by:

- Placing a thin Blue Lagoon line to the right of the Unlocked Type Brandmark.
- Placing the Board or Commission name to the right of the line and centered to the Parent Brand logo with specifications being:
- Color as Blue Lagoon
- Font in Martel Sans
- Width no wider than 3/4 the width of the Parent Brand logo and Height not to exceed 3 lines or height of the Parent Brand logo

Primary Color Palette: Blue Lagoon

Dynamic Component(s): None

Example Logos:

JOPLIN | HISTORIC PRESERVATION COMMISSION

JOPLIN | BUILDING BOARD OF APPEALS

JOPLIN | CITY TREE BOARD

POLICE & FIRE DEPARTMENTS

The Police and Fire Department are empowered by the Parent Brand, with an additional Legacy Symbol that is unique to their respective departments.

Joplin Police Department

Brandmarks: Badge lockup, Unlocked Badge

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the department name (Police Department) under the line using Martel Sans font. The Legacy Symbol (Police Department Badge) is placed to the right of the Type.



Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue.

Dynamic Component(s): None

Joplin Fire Department

Brandmarks: Badge lockup, Unlocked Badge

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the Department Name (Fire Department) under the line using Martel Sans font. The Legacy Symbol (Fire Department Badge) is placed to the right of the Type.



Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue.

Dynamic Component(s): None

Partner Brands

These are departments that have some individual identity, but are still empowered by the Parent Brand.

Parks & Recreation

Brandmarks: J-con lockups, Unlocked J-con

Primary Color Palette: The Type, Department Name, and bottom left and top right quadrant of the J-con are displayed in Wasabi (see color palette on page 12). The line and top left and bottom right quadrant of the J-con are displayed in a lighter shade of Wasabi that is approved for Parks & Recreation only.

Note: For Aquatics only, Parks & Recreation will use Regal Blue in place of Wasabi, and Blue Lagoon for the line and top left and bottom right quadrants of the J-con.

Dynamic Component(s): J-con patterns are dynamic. Patterns must be approved.



Joplin Airport

Brandmarks: Joplin lockup, JLN lockups

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the department name (Regional Airport) using Martel Sans font. The airport has a unique symbol, which is displayed behind the Parent Brand Type.

NOTE: While the airport's unique symbol is effectively merged with the Parent Brand Type, ultimately it does not alter the shape or proportions of the Parent Brand Type. The use of white space between the Parent Brand Type and the unique symbol ensures the integrity of the Parent Brand Type.

This department may also be displayed using airport code JLN rather than the Joplin Type, with or without "Joplin Regional Airport" to the right of JLN.

Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue. The Symbol is displayed in Storm Dust and Rust.

Dynamic Component(s): the Airport has a unique symbol that is a supplement to and used in conjunction with the Parent Brand Type. However, as noted above, there is clear demarcation between the airport's unique symbol and the Parent Brand Type in order to ensure the shape, proportions, and general integrity of the Parent Brand Type.



UNACCEPTABLE LOGO USAGE

These are the correct logo uses:

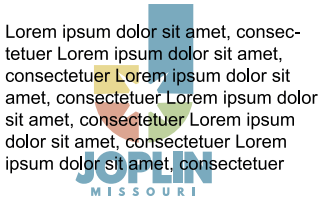
The following are modifications of the City of Joplin logo deemed unacceptable:



Do not change colors of the logo. Use only those specified in the logo color usage section of the Branding Guide.



Do not skew, stretch or distort the logo. When resizing you must maintain the same proportions.



Do not overlay text on the logo or change the logos opacity.



Do not allow graphics or copy to cover any part of a Joplin City logo.



Do not flip logo so that when reading, the logo ends up backwards or upside down.



Do not print or place logo on a background or image that makes the logo difficult to read.



Do not add, delete or change elements or fonts on the logo. This includes changing spacing of letters or lines of text.



Do not add outlines to the logo or recreate the logo. This logo cannot be recreated using a font. The Branding Committee can provide appropriate files.



Do not distress or add textured pattern to the logo.

MULTIPLE LOGO USAGE

When the City of Joplin brandmark needs to sit side by side another brand, the horizontal J-con Lockup should be used. Size, placement, and relevance should be considered.

Multiple Logo Example:



Singular Logo Example:



COLOR PALETTE

Our color palette is meant to help communication from each department stay on brand.

These colors were inspired by different murals throughout our beautiful city such as “The Butterfly Effect:”



Regal Blue

Hex	#123A54
RGB	18 58 84
CMYK	96 74 44 36
PMS	534

Blue Lagoon

Hex	#005B82
RGB	0 91 130
CMYK	96 62 29 10
PMS	634

Storm Dust

Hex	#5F5F5C
RGB	95 95 93
CMYK	61 53 55 25
PMS	417

Wasabi

Hex	#83A226
RGB	131 162 38
CMYK	55 20 100 2
PMS	4212

Buttered Rum

Hex	#D1B10E
RGB	209 177 14
CMYK	21 26 100 0
PMS	606

Rust

Hex	#BF500B
RGB	191 80 11
CMYK	19 79 100 8
PMS	718

FONTS

Martel Sans

Martel Sans is generally not in a standard font library, but can be downloaded for free.

Usages:

Deputy Brands (Department and Boards & Commission Logos) and Design Materials (brochures, newsletters, ads, postcards, business cards, etc)

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj
Kk Ll Mm Nn Oo Pp Qq Rr Ss
Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh Ii
Jj Kk Ll Mm Nn Oo Pp Qq Rr
Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

Tahoma

Tahoma is a widely-supported font across most platforms. You should be able to find Tahoma for all general uses.

Usages:

Email communications, word documents, agendas, etc.

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj
Kk Ll Mm Nn Oo Pp Qq Rr Ss
Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh Ii
Jj Kk Ll Mm Nn Oo Pp Qq Rr
Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

Reklame Script

Reklame Script is a special licensed font and is to be used as an accent in design materials.

Usages:

Approved design material purposes only.

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj
Kk Ll Mm Nn Oo Pp Qq Rr Ss
Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh
Ii Jj Kk Ll Mm Nn Oo Pp Qq
Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

RECOMMENDED SPACING

To keep the brand looking clean, professional, and consistent, do not place any object within the "safe" space, designated by the height of the Buttered Rum (Yellow) space in the J-con. In the example below, the safe space is represented as "X".

Logo Spacing Example:





To accurately measure the safe space make sure your logo is the final size in your project. Zoom into J-con. Using a shape tool, draw a box that perfectly aligns with the height of the Buttered Rum section. Rotate your new box as needed to ensure spacing around the logo matches appropriately.

BUSINESS CARDS

Executive Style:

Front:



Back:



Primary:

Front:



Back:



TEMPLATES

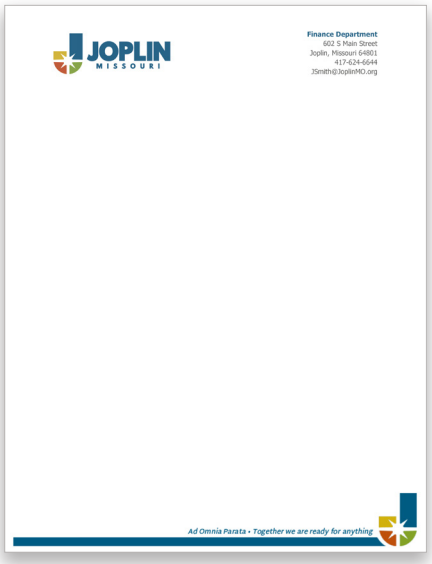
Presentations, letterhead, envelopes, etc

Branded templates have been created and are available in Microsoft PowerPoint, Word, and Excel. It is vital that you use these templates appropriately to help solidify the brand usage.

Employees can access these templates on the shared L: Drive (Everyone). Departments are encouraged to print envelopes externally. Other documents can be printed in-house, but extra care must be taken to match the colors on Page 12.

Examples:











EMAIL SIGNATURES

Email signature archetype designs are created using a combination of HTML and referenced (src), publicly available (hosted) images (used minimally to optimize deliverability) and will be created and approved in advance and by the Branding Committee to meet consistency and deliverability standards. Email signatures will be implemented and updated as needed by the web and email system admin and/or the Information Technology Department with appropriate knowledge of and access to the associated Microsoft Office 365 Exchange Admin Center.

JANE SMITH
EXECUTIVE DIRECTOR
CITY DEPARTMENT
602 S Main Street, Joplin, MO 64801
O: 417-876-5523 | C: 417-325-5678
JSmith@JoplinMo.org | JoplinMo.org

AD SPECIALTY ITEMS

Any items produced with the City of Joplin or your specific department's branding as means of advertising must have approval from the appropriate department prior to production. Due to the large number of possible promotional items you may encounter, this guide does not contain a list of all possible combinations. The appropriate department will work with you to maintain the integrity of the brand while allowing for creativity.

Examples:



APPAREL

Any apparel created with branding from the Parent, Partner or Deputy brands must have approval before production. Approved colors include full color, one color from the approved color palette, all black or all white. Contact the appropriate department for details on ordering apparel or purchasing your own City of Joplin branded clothing.

Example:



VEHICLE DECALS

Brand decals will be the Parent Brand or the Deputy Brand logo.

For trucks and equipment, the decal should be placed on both front doors. For vans and other larger vehicles, the decal should be placed in the middle of each side, as pictured.









AROUND JOMO

Dated building signage, directories, and public locators, as well as promotional materials used throughout the City of Joplin will require a branding up and should be accomplished at the next renovation or printing, and fully accomplished no later than the end of Fiscal Year 2024.







FAQ

Why is it important to follow the City of Joplin brand standards?

A: Following brand standards, including logo usage, color guidelines, department styles, and all that is provided within this guide, ensures we are presenting a consistent identity for our city.

Where can I download logos for the City of Joplin?

A: If you are an employee, you can access all of the City of Joplin logos on the L: "everyone" drive on a City of Joplin computer. If you are requesting the logo for another entity, please have them contact the City Clerk's Office to receive a copy of the brand guidelines.

Can our department name be used on the logo?

A: Each department is able to use the Parent Brand logo in conjunction with their department name. Most department logos have already been created and can be accessed on the L: “everyone” drive on a City of Joplin computer or by contacting the City Clerk's Office. Guidelines for department logo use are located in the Partner Brands and Deputy Brands sections of the Brand Style Guide.

May I revise the letterhead design?

A: Letterheads have already been pre-designed and must not be changed. There are two letterheads available: One with the addition of the City Seal to be used only for official documents.

What font can I use when typing emails, letters, or memos?

A: Please use the font Tahoma for emails, letters and memos.

Can I design my posters and fliers?

A: Yes, but all promotional materials need to be approved by the City Clerk's Office to ensure proper branding. If you are not a designer, you can contact the City Clerk's Office for assistance.

May I still use the old logo?

A: DO NOT use former logos or other outdated branding that is not contained within this branding guide. If you find items using a logo not approved by this guide, please contact the City Clerk's Office so we can have it corrected.

Are there any standards for signs that need to be made either for the interior or the exterior of the building?

A: Yes. Signs on City of Joplin buildings and property must be approved by the Director, Public Works or their designee. This ensures the signage codes the city uses, as well as branding guidelines, are adhered to.

Can we use the logo as a watermark for certain projects or on images?

A: If you question any use of the logo that is not easily described in the branding guide, please send the artwork to the City Clerk’s Office for approval or clarification.



CONCLUSION

The City of Joplin logo is a registered trademark of the City of Joplin, MO and cannot be duplicated, disseminated, or appropriated by others without permission. Any and all use of the City of Joplin brand or our themes, whole or in-part, are prohibited until permission is given.

The City of Joplin reserves the right to withdraw prior approval if the guidelines contained within this document are violated.

We appreciate your cooperation in following this guide we have created in an effort to best represent our community and promote its best qualities in a unified manner.

Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-023 of the Joplin City Council, December 6, 2021. All previous City brand images are obsolete and are not to be used. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.

RESOLUTION NO. 2021-023

A RESOLUTION approving the adoption of the official City of Joplin Brand.

WHEREAS, as an expression of the growth and vitality of our community in recent years, a committee of City employees has developed and approved a new City Brand; and

WHEREAS, the Brand design was inspired by Joplin's geographic location at the crossroads of America; and

WHEREAS, the Brand design further depicts a constant horizon signifying both the opportunities and challenges our citizens have faced throughout the city's history; and

WHEREAS, the City wishes to formally adopt a Brand Style Guide to ensure that branding and messaging of the City of Joplin are consistent and of high quality.

BE IT RESOLVED that the City Council approves and adopts the official City of Joplin Brand artwork as shown in Exhibit A, attached hereto.

Section 1. The city of Joplin will have three distinct Brandmarks consisting of configurations of Type, Unique Elements and/or Symbol, as defined in attached Exhibit A and as approved by the City of Joplin Branding Committee. The many and disparate departments, boards and other internal or partner organizations comprising the city of Joplin may have supplementary uses and additional approved configurations as listed in Exhibit A. However, the city as a whole, shall use the following distinct Brandmarks in all germane communications, publications, both internal and external:

a) The J-con lock-ups: A lock-up consists of the unique J symbol and the unique uppercase JOPLIN type together as shown in Exhibits A-1. Either orientation layout (horizontal or vertical) of the unique J Symbol and the unique JOPLIN type may be used. The MISSOURI type shall be placed below the JOPLIN type.

b) The unlocked J-con: The unique J symbol with the crossed star element within it, as pictured in Exhibit A-2, shall be known as the J-con or J-con Symbol, representing a portmanteau of J and Icon. The J-con may be used as a distinct Brandmark unto itself, without any other brand elements aside from accompanying content (i.e. email signature info, business card info, titles, names, etc.)

c) The unlocked Type: here defined as the JOPLIN type and the MISSOURI type, as pictured in Exhibit A-3, without any other brand elements.

Section 2. That the City Brand may be used only in the color standards adopted herein, or monochromatic, and may be used in various sizes as appropriate in the circumstances, as shown in the Style Guide in Exhibit B, attached hereto.

3. That the City Brand image or likeness, as with the official City Seal, may not be used without the express written consent of the City of Joplin.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of December 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021-011 approving an Employment Agreement by and between the City of Joplin and Holly Nagy for the purpose of employment as City Clerk.

MEETING DATE
December 6, 2021

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Michelle Ducre, H.R./Risk Management; Nick Edwards, City Manager.

SUMMARY:
This Council Bill approves an Employment Agreement between the City of Joplin and Holly Nagy, setting out the terms and conditions of her employment as City Clerk.

BACKGROUND:
City Clerk Barbara Gollhofer has served as City Clerk since January 3, 2018, after the retirement of Mrs. Barbara Hogelin. Mrs. Gollhofer tendered her retirement resignation to the City Council at its August 16, 2021 meeting. Thereafter, Council undertook the search for candidates to fill the position. The interview process has now concluded, and an offer of employment for the position of City Clerk was extended to candidate Holly Nagy who has accepted Council's offer to fill the position of City Clerk.

Accordingly, an Employment Agreement setting out the terms and conditions of Ms. Nagy's employment as the City Clerk with an effective date of December 27, 2021, was drafted and is attached hereto.

RECOMMENDATION:
Staff recommends this Council Bill be passed on an emergency basis.

ATTACHMENTS:
Council Bill No. 2021-011 w/Agreement

PCE:ab

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of December, 2021, by and between the **City of Joplin**, Missouri, a Municipal Corporation, hereinafter called the "City" and **Holly Nagy**, hereinafter called "Nagy" or "Employee".

WITNESSETH:

WHEREAS, City desires to employ the services of Nagy as City Clerk of the City of Joplin;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, it is the desire of the City Council (1) to secure and retain the services of Employee and to provide an inducement for her to remain in such employment, (2) to provide for Nagy's future security in case Employee is terminated without "just cause", and (3) to provide a procedure for terminating Employee's services when City may desire to terminate her employment; and,

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

Section 1. Duties.

City agrees to employ Nagy as City Clerk of said City to perform the functions and duties of the office of City Clerk as set forth by law, ordinance, the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign to Employee.

Section 2. Term.

A. The appointment of Nagy as City Clerk shall be for an indefinite term, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council terminate the services of Employee at any time pursuant to the Home Rule Charter of the City of Joplin, Missouri, subject only to the provisions set forth in Section 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to voluntarily resign at any time from her position with the City subject only to

the provisions as set forth in Section 3. of this Agreement.

Section 3. Termination.

A. In the event Employee is suspended or terminated as City Clerk by the City, and during such time that Employee is willing and able to perform the duties of City Clerk, then and in that event, the City agrees to pay Employee cash payments equal to her monthly salary so long as she remains unemployed, but not to exceed three (3) months from the date of her termination; provided further, that in the event Employee is suspended or terminated for "just cause" then City's only obligation to Employee is to pay her all compensation accrued but unpaid at the date of her termination.

It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to her pursuant to this subparagraph "A".

B. "Termination for just cause" is defined and hereby limited for the purposes of this Agreement to termination by the City of the Employee for any of the following reasons: (a) willful neglect of duty; (b) felony or misdemeanor charges and/or conviction of any crime involving moral turpitude; (c) violation of City Charter provision requiring Employee to devote her full time to her office as City Clerk; (d) violation of her duties to the City of honesty, punctuality and sobriety; (e) any other act of a similar nature of the same or greater seriousness.

C. In the event that Employee becomes totally disabled or dies during the term of her employment as City Clerk with the City, then the City's only obligation to Employee shall be her accrued but unpaid compensation (including earned vacation) up until the date of her total disability or death, plus any other benefits granted other City employees in the same or similar circumstances.

D. In the event Employee voluntarily resigns her position with the City other than for medical reasons, then Employee shall give City thirty (30) days' notice in advance and then and in that event, City's only obligation to Employee shall be for compensation accrued but unpaid as of the date of her resignation.

E. Notwithstanding anything contained herein to the contrary, if the majority of the City Council determines that it is in the best interests of the City for Employee to resign and Employee has committed no acts or omissions to warrant termination for "just cause", as defined

herein, then upon Employee's resignation, she shall receive all rights and benefits to be accorded her as if she had been discharged without "just cause", as defined herein. It is the intention of this subparagraph "E" to distinguish between this type of resignation and a voluntary resignation as that term is used in subparagraph "D" of Section 3.

Section 4. Salary.

City agrees to pay Employee for her services rendered pursuant hereto an annual base salary of $68,000.00, payable in installments at the same time as other employees of the City are paid.

City agrees to increase Employee's annual compensation by $2,000.00 upon her completing her bachelor's degree.

In addition, City agrees to increase base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine, in its sole discretion, that it is desirable to do so on the basis of the annual review of Employee made at the same time as similar consideration is given to other employees generally in accordance with the Salary Compensation Plan of the City, as amended.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of her time outside normal office hours in the business of the City and it is agreed by the parties hereto that Employee shall not be entitled to any additional salary nor shall Employee be entitled to take compensatory time off to make up for the time spent by Employee outside normal office hours; provided, however, that reasonable time off (generally one-half day or less) is authorized to attend to personal matters.

Section 6. Deferred Compensation and Cell Phone Allowance.

City will contribute $100.00 per month to the ICMA §457 Deferred Compensation Plan. City will pay to Employee an annual cell phone stipend of $624.00 per year payable in installments at the same time as other employees of the City are paid.

Section 7. General Expenses.

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses allowed by law, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed claims, in accordance with the Expense Reimbursement Policy of the City.

Section 8. Vacation.

Employee shall be entitled to vacation accrual and pay pursuant to the City of Joplin Personnel Rules and Regulations.

Section 9. Health and Life Insurance.

City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness and major medical group insurance covering Employee equal to other general employees of the City.

Section 10. Professional Dues and Conferences.

City agrees to pay dues on the Employee's behalf for the following organizations: Missouri City Clerks and Finance Officers Association, Southwest Missouri City Clerks and Finance Officers Association, International Institute of Municipal Clerks, Soroptomist International of Joplin, Woman's Club of Joplin, and National League of Cities. City further agrees to reimburse or pay expenses incurred by Employee in attending the annual conferences, and other professional seminars as authorized by the Council.

Section 11. Other Terms and Conditions of Employment.

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, State of Missouri Statutes governing municipalities, or any other law.

B. All provisions of the Joplin City Code, the Home Rule Charter of the City of Joplin, Missouri, the Revised Statutes of the State of Missouri, and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions (including Social Security and Lagers), holidays, and other fringe benefits (including longevity pay) and working conditions as they may now exist or may hereafter be amended, shall also apply to Employee as they would to any other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, and except as herein modified or otherwise provided.

C. Employee shall be entitled to receive accrued vacation and payment therefor as limited by City Personnel Rules and Regulations upon termination of employment regardless of whether or not Employee is terminated for "just cause".

D. The City Council shall evaluate performance of Employee as City Clerk at least annually.

Section 12. Limitations - State Law.

Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by the City are subject to any valid limitation placed thereon by the constitution, statutes and laws of the State of Missouri.

Section 13. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the personal representative and heirs of Employee.

C. This Agreement shall become effective commencing December 27, 2021.

D. If any provision or any other portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Ryan D. Stanley, and duly attested by its City Manager, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Ryan D. Stanley, Mayor

ATTEST:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

EMPLOYEE

_____
Holly Nagy

COUNCIL BILL NO. 2021-011 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Holly Nagy for the purpose of employing her as City Clerk for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Holly Nagy, employing Ms. Nagy as City Clerk for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein, be, and the same is, hereby approved.

Section 2. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

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

_____, 2021, 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 2021-169 Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Public Works-Operations

ATTACHMENTS
Council Bill 2021-169; Agreement; Bid Proposal

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services

BACKGROUND
It is the City of Joplin's objective to have bare pavement within 3 days of the ending of a major winter storm event on designated arterial and collector streets. To accomplish this, the City has a fleet of 13 trucks which can be fitted with snow plows, spreader boxes and pre-wetting systems with liquid brine tanks. The City operates this equipment over two 12-hour shifts throughout the duration of the storm, and until the bare pavement objective has been met. Due to current personnel shortages, the City does not have enough available CDL drivers to operate all of the snow removal trucks in its fleet for the two 12-hour shifts. Therefore, in accordance with the City of Joplin's procurement policies, a request for bid proposal (RFP) was advertised in the Joplin Globe on October 30, 2021. This RFP requested contractors to submit an hourly rate to provide up to 13 CDL drivers to operate City-owned snow removal equipment, along with an hourly rate for a supervisor/foreman to direct the activities of the contractor's employees. A mandatory pre-bid conference was held on November 9th, 2021, and a public bid opening was held on November 18, 2021. One bid was received from Jeff Asbell Excavating & Trucking Inc. The hourly rates submitted by Asbell have been reviewed by City staff and have been deemed reasonable for this type of work. Also, City staff has deemed Asbell competent and capable of providing labor to perform the services as detailed in the RFP, based on the City's long-standing working relationship with Asbell on multiple City projects. In addition, the City has an existing agreement with Asbell to assist with snow removal on an on-call basis at the Joplin Airport. The agreement for contract labor is effective for one (1) calendar year, with the option to renew the agreement for up to two (2) additional one-year terms, if agreed to by both parties.

With the hourly rates submitted by Asbell for a supervisor/foreman and up to 9 CDL drivers, the total hourly cost of these services will be $1,015.00/hr., with a total labor cost of up to $12,180.00/12-hour shift. Over the last few years, the City has experienced an average of 3 – 5 storm events per year, with nightly removal operations averaging 2 – 3 nights per event. Based on these averages, it is anticipated that the fees for the winter of 2021/2022 will range between $73,000.00 and $183,000.00.

FUNDING SOURCE

Transportation Sales Tax

RECOMMENDATION

Staff recommends approval of Council Bill 2021-169, Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services on an emergency basis, in that said ordinance provides for public safety and is considered to be an emergency per section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the City to provide pre-treatment and snow removal services with a full staff of available drivers/operators for all shifts and is therefore an emergency.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of December, 2021, by and between the City of Joplin, Missouri (hereinafter "City"), and _Jeff Asbell Excavating & Trucking, Inc. (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing pre-treatment and snow removal services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing pre-treatment and snow removal services.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from December 6, 2021 through December 5, 2022, unless terminated as provided herein. The Parties may agree to renew this Agreement on the same terms and conditions for up to two (2) additional one-year terms.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide pre-treatment and snow removal services.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following hourly rates: $_100_ per hour per CDL driver/operator for City-owned truck and snow plow and pre-treating equipment as specified, and $_115_ per hour per Supervisor/Foreman to oversee Contractor's operations during storm events. Within thirty (30) days of City's receipt and approval of an invoice, City will make payment to Contractor. Contractor will provide all labor.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall

be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

9. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

10. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

11. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

12. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

13. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

14. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

15. Headings. The headings of paragraphs in this Agreement are for convenience

only. The headings form no part of this Agreement and shall not affect its interpretation.

16. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

18. Intellectual Property. Intentionally omitted.

19. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

City of Joplin
ATTN: Director of Public Works
602 S. Main St.
Joplin, MO 64801

Jeff Asbell Excavating & Trucking, Inc.
9400 State HWY 171
Carl Junction, MO 64834

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Intentionally omitted.

22. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after

the expiration of this Contract.

23. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

24. Right to Proceed. Intentionally omitted.

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

26. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

27. Subsurface Conditions. Intentionally omitted.

28. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

29. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

30. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted

services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONTRACTOR:
JEFF ASBELL EXCAVATING & TRUCKING, INC.

_____
By:
Its:

COUNCIL BILL NO. 2021-169 ORDINANCE NO.

AN ORDINANCE approving an Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services 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 Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with public safety, is an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the City to provide pre-treatment and snow removal services with a full staff of available drivers/operators for all shifts and is therefore an emergency.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2021-169

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
BID FORM – PROPOSAL FOR
CONTRACT LABOR FOR 2021/2022 PRE-TREATMENT AND SNOW REMOVAL SERVICES

SUBMITTED BY: Jeff Asbell Excavating & Trucking, Inc.
Company Name

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the City of Joplin the following items:

1. The Bidder has examined the proposal and specifications regarding the scope of work.
2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the City.
3. The Bidder has examined the streets and has become familiar with conditions surrounding the snow plowing and street treatment expectations.
4. The Bidder proposes to furnish all labor necessary to perform the contract requirements and agrees that rates are inclusive of labor, and insurance costs. The hourly rate includes all functions performed in association with that driver/operator.
5. The work will be performed in accordance with all elements set forth in this proposal.
6. This proposal is made in good faith and without fraud or collusion.
7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgement.

The undersigned fully understands the requirements, therefore the costs to provide contract labor for snow removal and pre-treatment services shall be as follows:

Year 1 – Winter 2021/2022

1. CDL driver/operator for City-owned truck with snow plow and pre-treating equipment as specified

   $ 100.00 /Hour

2. Supervisor/Foreman to oversee contractor's operations during storm events

   $ 115.00 /Hour

Bidder shall enter the quantity of available CDL drivers/operators Bidder will be able to provide for a daily 12-hour shift.

9 each

* Jeff Asbell Excavating & Trucking, Inc. drivers/supervisors that report to work on a call-in will receive a minimum of four (4) hours pay.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of work required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the work required.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

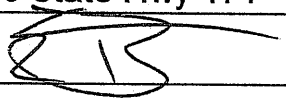
Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

Dated 18th day of November, 2021.

Company Jeff Asbell Excavating & Trucking, Inc.

Address 9400 State Hwy 171 Carl Junction, MO 64834

Signature 

(Print Name) Eric Benford


COUNCIL BILL 2021-358
2009 E 4TH ST.




WE REPAIR
HEAT & AC
SMALL ENGINES
MAJOR APPLIANCES
417.437.6725


WE REPAIR
HEAT & AC
SMALL ENGINES
MAJOR APPLIANCES
417.437.6725

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 358, Building Regulations

MEETING DATE
December 6, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings located at 2009 E. 4TH St.

BACKGROUND
The owner of above listed address signed consent to demolish. "The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021 an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Clay Cole Trucking	$ 2,500.00
Gator Demolition	$ 3,800.00
B&D Yardbuilders	$ 4,800.00
Big Johns	$ 5,610.26

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $ 2,500.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 358, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 2009 E 4TH St. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Clay Cole Trucking in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2009 E 4TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2009 E. 4TH St. and legally described as:

ALL OF LOT NUMBERED TWO HUNDRED SIXTY-FIVE (265) EXCEPT THE SOUTH FIVE (5) FEET AND ALL OF LOT NUMBERED TWO HUNDRED SIXTY- SIX (266) IN Y.M.C.A. ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	2009 E. 4th St.

COMPANY	BIDS
B & D Yardbuilders	$4,800.00
Big John's Heavy Equipment	$5,610.26
Clay Cole Trucking	$2,500.00
Gator Industrial	$3,800.00
Nelson's Enterprises	NO BID

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	622 S. Porter Ave.

COMPANY	BIDS
B & D Yardbuilders	$5,920.00
Big John's Heavy Equipment	$6,632.18
Clay Cole Trucking	$5,500.00
Gator Industrial	$4,499.00
Nelson's Enterprises	$4,780.00


COUNCIL BILL 2021-359
622 S. Porter Ave.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 359, Building Regulations

MEETING DATE
December 6, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 622 S. Porter Ave.

BACKGROUND
The owner of above listed address signed consent to demolish. "The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021 an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Clay Cole Trucking	$ 5,500.00
Gator Demolition	$ 4,499.00
B&D Yardbuilders	$ 5,920.00
Big Johns	$ 6,632.26
Nelson Enterprises	$ 4,780.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $ 4.499.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 359, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021–359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 622 S. Porter Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred Ninety- Nine and 00/100 Dollars ($ 4,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand Four Hundred Ninety-Nine and 00/100 Dollars ($ 4,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 622 S. Porter Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 622 S. Porter Ave. and legally described as:

ALL OF LOT NUMBERED TEN (10) IN CONTINENTAL ZINC COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	806 S. Connor Ave.

COMPANY	BIDS
B & D Yardbuilders	$9,802.00
Big John's Heavy Equipment	$6,200.00
Clay Cole Trucking	$7,500.00
Gator Industrial	$4,121.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2021-360
806 S. CONNOR AVE.
11/16/2021


05/24/2021


11/16/2021


11/16/2021

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 360, Building Regulations

MEETING DATE
December 6, 2021

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 806 S. Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 24, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 4,121.00
Big Johns	$ 6,200.00
B&D Yardbuilders	$ 9,802.00
Clay Cole Trucking	$ 7,500.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $4,121.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 360, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 806 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Twenty-one and 00/100 Dollars ($4,121.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand One Hundred Twenty-one 00/100 Dollars ($4,121.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 806 S. Connor Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 806 S. Connor Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED TWENTY-SEVEN (127) IN BYERS AND MURPHY'S 2ND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-458 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City).

MEETING DATE
December 6, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-458 Council Bill; Missouri Department of Health and Senior Services Contract for Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide funding to assist with local efforts surrounding case investigation, contract tracing response, health education and reporting activities related to COVID-19.

BACKGROUND
This contract provides funding to the health department for the continuation of COVID-19 response activities. This is an expansion of a similar contract approved by city council on September 8, 2020.

These activities include case investigation, contact tracing, public health surveillance, data reporting and analysis, health education, building infection prevention and professional development.

The period for this agreement is July 1, 2021, through June 30, 2023 and the total anticipated reimbursement from this agreement is $422,347.00. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to prevent delay of implementation of contract and prevent delay of contract for invoicing purposes.

COUNCIL BILL NO. 2021-458 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing July 1, 2021 and running through June 30, 2023, for the amount of up to Four Hundred Twenty-Two Thousand, Three Hundred Forty-Seven Dollars and No Cents ($422,347.00), to enable the Health Department to provide COVID-19 activities and response to the residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for COVID-19 response services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for funding to assist with local efforts to provide contract tracing, case investigation, data reporting, health education, and professional development for the health enhancement activities for residents of the city and has a time limitation for approval of contract and use of funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of December, 2021, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
NOV 0 8 2021

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Donald G. Kauerauf
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Donald G. Kauerauf
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, primary financial executive, Board President or authorized representative with knowledge of policies, procedures and administrative operations of your organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to https://health.mo.gov/atoz/bma/index.php
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

09/01/2021

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
51268	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2021	6/30/2023	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0196		DUNS NUMBER 010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $422,347.00 for the period of July 1, 2021 through June 30, 2023.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp.

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Jennifer Harrison
Address: 920 Wildwood, Jefferson City, MO 65109
Phone: 573-522-2881
Email: Jennifer.Harrison@health.mo.gov

2. PURPOSE

2.1 Contractor shall use funds to assist with local COVID-19 response efforts.

3. DELIVERABLES AND OUTCOMES

3.1 Contractor shall use funds to assist with providing or implementing any of the following activities for COVID-19 response:

3.1.1 Case investigation and contact tracing;

3.1.2 Public health surveillance which includes data reporting, analysis and visualization;

3.1.3 COVID-19 testing;

3.1.4 Health education and information that promotes the reduction of community spread; and

3.1.5 Professional development or activities aimed at building infection prevention and control and outbreak response expertise.

4. REPORTS

4.1 The Contractor shall submit reports of activities to the Department by the fifteenth day of January, April, July, and October and with the final invoice. The reports shall state all activities that have occurred related to the contract. Failure to submit reports or perform deliverables specified may cause a delay/hold in reimbursement requests.

4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.

5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the signed contract.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 Indirect costs

5.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs

may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.3.2 The Contractor shall not bill the Department for indirect costs that exceeds the rate as stated on the Budget Page (Exhibit 1), of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.4. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.5 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

5.6 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices to:

Via email to:

CLPHScontracts@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay

the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with

contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

16. SUBCONTRACTING

16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this

contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐ Annual ☐ Final

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address

11d. Signature of Authorized Certifying Official of the Contractor	11e. Date Report Submitted

MO 580-3091 (07-17)

1. **BUSINESS ASSOCIATE PROVISIONS:**

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Completed By:		Date Completed:	
Contact Email:		Contact Phone Number:	

Epidemiology and Laboratory Capacity (ELC) Expansion Contract Budget

Section A

Total Allowed Contract Amount (see comment)	0.00
Operational Expenses:	
Personnel Services	0.00
Fringe Benefits	0.00
Travel	0.00
Supplies	0.00
Other	0.00
Equipment (see comment below in Section B)	0.00
Rental/Lease Costs (see comment below in Section	0.00
Contractual	0.00
Total Direct Costs	
Indirect (Administrative Cost)	0.00
Contract Total	0.00
Surplus/Deficit	0.00

Enter Total Contract amount here, then skip to Section B

Section B

			Unallowed Cost for Indirect Computation
Total Budgeted Costs	0.00		
Total Budgeted Equipment Costs	0.00		0.00
Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor or $5,000.			
Total Budgeted Rental/Lease Costs	0.00		0.00
Subcontractor Budgets			
Subcontract #1	0.00		0.00
Subcontract #2	0.00		0.00
Subcontract #3	0.00		0.00
Subcontract #4	0.00		0.00
Subcontract #5	0.00		0.00
Total Contractual	0.00		

Section C

10% MTDC Indirect (Administrative) Cost

Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of $25,000.

Allowed Cost for the Calculation of Indirect (Administrative) Costs *(Total excludes all items noted in Section B above)*	
Allowed Rate	10%
Maximum Allowed Indirect (Administrative Costs) for Contract	0.00

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact Jennifer Harrison as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell J40.
0
Budget Narrative/Justification
Personnel Services
Fringe Benefits
Travel
Equipment
Rental/Lease

Supplies
Other
Contractual

EXHIBIT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT 2, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 2, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 2, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 3
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 3, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

1. TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51268	**State:** 0% $0.00	**Federal:** 100% $422,347.00
Contract Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION		
Contract Start:	7/1/2021 **Contract End:** 6/30/2023	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.323	**Research and Development:** N
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NU50CK000546-02
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)
Federal Award Year:	2020 **DHSS #:** CK000546-02S **Federal Obligation:** $422,347.00

*** The Department will provide this information when it becomes available.**

Project Description:

To assist with local COVID-19 response effforts.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-532 – Approving an Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District (CID).

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-532 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Add Property; Exhibit "B" Map of Proposed Additional Property; Map of Final CID Boundaries

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

SUMMARY
This Council Bill approves an amended petition to amend the boundaries and add property to the 32nd Street Place Community Improvement District (CID).

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted an amended petition to the City to amend the boundaries and add property to the CID. The amended petition adds property in order to make infrastructure improvements, in particular street and traffic signal upgrades, at 36th Street and Rangeline Road, as well as along 32nd Street near the new Hammons Boulevard.

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. 2021-532 **ORDINANCE NO.**

AN ORDINANCE approving a Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District; and containing an emergency clause.

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

WHEREAS, by Ordinance No. 2020-113 adopted by the City Council on August 3, 2020, and in accordance with the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)", the 32nd Street Place Community Improvement District (the "District") was established as a political subdivision of the State of Missouri to fund certain public and private facilities and improvements within the project area; and

WHEREAS, the boundaries of the District have been subsequently amended in accordance with the CID Act as evidenced by the multiple annexation and deannexation petitions approved by the City Council by Ordinance No. 2020-193 dated December 7, 2020, Ordinance No. 2020-205, dated December 21, 2020, and Ordinance No. 2021, dated January 19, 2021; and

WHEREAS, pursuant to Section 67.1441.2 of the CID Act, the owners of property representing: (a) more than 50% of the assessed value of the property proposed to be added to the District; and (b) more than 50% per capita of all property owners of the property proposed to be added to the District, signed a Second Amended Petition to Amend Boundaries and Add Property to the District (the "Second Amended Annexation Petition"), which petition was consented to by the District's Board of Directors by Resolution 2021:16 dated October 25, 2021; and

WHEREAS, the Second Amended Petition to Amend Boundaries was filed with the City Clerk on November 1, 2021, and a copy of the Second Amended Annexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Second Amended Annexation Petition requests that the City Council amend the District's boundaries by adding the property, including existing public right-of-way, as legally described and depicted in **Exhibit B** attached hereto (the "Annexed Property"); and

WHEREAS, the Second Amended Annexation Petition also allows for automatically adding property to the District at such later time as such property is dedicated to the City or the Missouri Department of Transportation as public right-of-way by plat or other conveyance, which would include the expected dedication of property to the City for a right turn lane from 36th Street to Rangeline Road; and

WHEREAS, the City Clerk verified that the Second Amended Annexation Petition substantially complies with the CID Act, submitted the verified Second Amended Annexation 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 Second Amended Annexation Petition were withdrawn within seven (7) days after the Second Amended Annexation Petition was filed with the City Clerk; and

WHEREAS, all of the Annexed Property is located within the City of Joplin; and

WHEREAS, on this date December 6, 2021, the City Council held a public hearing at which all persons interested in the amendment of the District's boundaries 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 Second Amended Annexation Petition and amend the District's boundaries by adding the Annexed Property to the District and make such other findings as necessary.

BE IT ORDAINED BY THE COUNIL 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 Second Amended Annexation Petition.

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

Section 3. The boundaries of the District are amended to include the Annexed Property in accordance with Section 67.1441.2 of the CID Act and the Second Amended Annexation Petition. The boundaries of the District, as amended by the addition of the Annexed Property, are contiguous. In addition, at such time as such other property is dedicated to the City or the Missouri Department of Transportation as public right-of-way for Rangeline Road, 32nd Street, or 36th Street as part of the District's planned project, the boundaries of the District will be automatically amended to include such dedicated public right-of-way, which includes, but not limited to, the anticipated dedication of property for a right turn lane on 36th Street to Rangeline Road.

Section 4. Pursuant to Section 67.1401.2(3)(b) of the CID Act, the City Council hereby finds, determines, and declares that the Annexed Property, which share substantially similar characteristics as the property in the original boundaries of the District, is a blighted area based on information included in testimony related to the blight study submitted and presented at the public hearing on July 20, 2020, in connection with the establishment of the District, which information and testimony was affirmed at the public hearing on December 7, 2020, in connection with amendment of the District's boundaries to add the Annexed Property.

Pursuant to Section 67.1401.2(3)(b) of the CID Act, the City Council hereby finds, determines, and declares that the Annexed Property, constitute a blighted area based on information included

in testimony related to the blight study submitted and presented at the public hearing on December 6, 2021, in connection with the Second Amended Petition.

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 District's formation petition, and as amended by the Second Amended Annexation Petition, are reasonably anticipated to remediate blighting conditions within the District, including the Annexed Property, and will serve a public purpose.

Section 5. 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 6. 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 7. This Ordinance relating to the amendment of the District's boundaries to add the Annexed Property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The Second Amended Annexation Petition needs to be approved to advance the District's project and the boundaries of the District are hereby amended to include the Annexed Property.

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

_____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Second Amended Petition to Amend Boundaries and Add Property

Exhibit B

Legal Description and Maps of Property to be Added

WOODSONIA CID ANNEXATION BOUNDARY DESCRIPTION – 10-27-2021

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND ALSO,

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNHSIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 291,167 SQ. FEET (6.68 ACRES).

MAPS SHOWING PROPERTY TO BE ADDED AND FULL BOUNDARY MAP WITH ANNEXED PROEPRTY ADDED ATTACHED ON FOLLOWING PAGES

SECOND AMENDED PETITION TO AMEND BOUNDARIES AND ADD PROPERTY TO

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted November 1, 2021

EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF DISTRICT
EXHIBIT B	MAP OF DISTRICT
EXHIBIT C	LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE ADDED TO DISTRICT AND LEGAL DESCRIPTION OF DISTRICT WITH ADDITION OF ADJACENT PROPERTY
EXHIBIT D	MAP OF ADJACENT PROPERTY TO BE ADDED TO DISTRICT AND MAP OF DISTRICT WITH ADDITION OF ADJACENT PROPERTY
EXHIBIT E	UPDATED EXHIBIT D-1 (Five-Year Plan/Budget)
EXHIBIT F	CID RESOLUTION NO. 2021-16

SECOND AMENDED PETITION TO AMEND BOUNDARIES AND ADD PROPERTY TO THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

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

The 32nd Street Place Community Improvement District ("**District**"), which was formed effective August 3, 2020 by Ordinance No. 2020-113 ("**Formation Ordinance**") adopted by the City Council, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo, as amended ("**Act**"). The boundaries of the District have since been amended in accordance with the Act as evidenced by the multiple annexation and deannexation petitions approved by the City Council by Ordinance No. 2020-193 dated December 7, 2020, Ordinance No. 2020-205, dated December 21, 2020, and Ordinance No. 2021, dated January 19, 2021 (collectively, the "**Amendment Ordinances**").

The property owner signing this Second Amended Petition to Amend Boundaries and Add Property to the District ("**Petition**"): (a) owns more than 50% of the assessed value of the property proposed to be added to the District; and (b) comprises more than 50% per capita of all property owners of the property proposed to be added to the District (collectively, the "**Petitioner**") and is filing this Petition to add additional property to the District.

As provided in the Cooperative Agreement dated December 30, 2020, among the City, the District, and Woodsonia Joplin, LLC, the District was formed to acquire property and to fund certain public improvements, including, among other improvements, the construction of a re-aligned Hammons Boulevard and construction of regional detention basins as part of a larger redevelopment project. Hammons Boulevard is an existing private road that connects with Rangeline Road on the western boundary of the District and with 32nd Street on the northern boundary of the District. The District will fund construction of a re-aligned Hammons Boulevard from its current intersection at Rangeline Road to a new intersection at 32nd Street. The project includes road, traffic signal and related improvements as may be required by the City or the Missouri Department of Transportation to 32nd Street within public right-of-way between Rangeline Road on the west and the railroad right-of-way on the east, a portion of which improvement area is currently outside the boundaries of the District. In addition, there are improvements to 36th Street and its intersection with Rangeline Road, as may be required by the City or the Missouri Department of Transportation, that are related to the District's planned improvements and eligible for District funding . The improvement area for 36th Street within public right-of-way is also currently outside the boundaries of the District and is intended to be added to the District.

The tract shown on the map attached to this Petition immediately following the signature page, which property, together with certain sections of public right-of-way along Rangeline Road, 36th Street, and 32nd Street (collectively, the "**Adjacent Property**"), is contiguous with property already within the District, including certain tracts that are separated only by public streets, and must be added to the District to enable the District to fund the public improvements as described in this Petition in accordance with the Act.

The Petitioner requests that the boundaries of the District be amended by adding the Adjacent Property to the District pursuant to Section 67.1441.2, RSMo, which provides that:

> *With the consent of the board, real property may be added to the district by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the addition of the real property in the manner provided in section 67.1431. Notice of the public hearing shall be given by publication and mailed to the*

owners of real property within the boundaries of the district and the area proposed to be added in the manner provided in section 67.1431. The notice shall include the following information:

(1) The time, date and place of the public hearing;

(2) The name of the proposed or established district;

(3) The boundaries by street location, or other readily identifiable means if no street location exists, of the real property to be added to the district, and a map showing the boundaries of the existing district and the real property proposed to be added to the district;

(4) A statement that a copy of the petition is available for review during regular business hours at the office of the municipal clerk; and

(5) A statement that all interested persons shall be given an opportunity to be heard at the public hearing. For the purposes of this section, a proper petition is one which meets the requirements of section 67.1421, which requirements shall only apply as to the real property proposed to be added.

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

The current legal description of the District is attached hereto as **Exhibit A**. A map of the current boundaries of the District is attached hereto as **Exhibit B**. The District is located entirely within the corporate boundaries of the City.

2. Amended Boundaries, Legal Description and Map of District

The amended legal description of the District, including the Adjacent Property is attached hereto as **Exhibit C**. A map of the amended boundaries of the District showing the Adjacent Property is attached hereto as **Exhibit D**. The District, including the addition of the Adjacent Property proposed to be added to the District, is located entirely within the corporate boundaries of the City.

3. Signatures May Not Be Withdrawn

Notice has been provided to all Petition signers 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. Formation Petition/Five-Year Plan

Unless otherwise defined in this Petition, all capitalized terms shall have the meaning given to them in the Petition for the Creation of the 32nd Street Place Community Improvement District submitted to the City on June 30, 2020 ("**Formation Petition**"). An amended Five-Year Plan budget updating the budget attached as Exhibit D-1 in the Formation Petition is attached to this Petition as **Exhibit E**.

5. Total Assessed Value of Adjacent Property

The total estimated assessed value of the Adjacent Property is $109,050 as reported by the assessment departments for Newton County and Jasper County, as applicable.

6. Determination of Blight, Blight Remediation and Public Purpose as to Adjacent Property

With respect to the property shown on the attached map as #1, the Petitioner requests that the City Council take notice of the Formation Ordinance, finding, among other things, that the District area described in the Formation Petition, and as amended by the Amendment Ordnances, is a blighted area pursuant to Section 67.1401.2(3)(b), RSMo, of the Act based on information included in and testimony related to the blight study submitted and presented at the public hearing on July 20, 2020, and that the City Council find that the such property is also a blighted area under Section 67.1401.2(3)(b), RSMo, of the Act. Such property shares substantially similar characteristics as the remainder of the District area that was found to be a blighted area in the Formation Ordinance and the applicable Amendment Ordinances.

In order for the District to be able to expend its revenues or loan its revenues pursuant to a contract entered into pursuant to Section 67.1461.2(2), RSMo, this Petition seeks the City Council's determination that the use of District revenues as described herein and pursuant to contracts to finance the demolition, removal, renovation, reconstruction or rehabilitation of portions of buildings within the Adjacent Property and related improvements and structures is reasonably anticipated to remediate the blighting conditions within the Adjacent Property and will serve a public purpose.

7. Methods of Financing District Purposes - Sales Tax

Upon the addition of the Adjacent Property to the District, the Adjacent Property shall be subject to the District's sales tax, which became effective on January 1, 2021.

8. Severability / Exhibits

It is the intention of the Petitioner 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.

9. Consent of Board of Directors

Consent of the Board of Directors of the District approving the amendment of the District's boundaries by adding the Adjacent Property to the District is necessary under the Act. Upon adoption by the Board of Directors of the District, a copy of the District's resolutions consenting to and approving the addition of the Adjacent Property will be attached hereto as **Exhibit F**.

10. Request for Boundary Amendment and Addition of the Adjacent Property

By execution and submission of this Petition, the Petitioner respectfully requests that the City Council amend the boundaries of the District by adding the Adjacent Property to the District.

11. No Other Amendments

Except as provided in this Petition, the Petitioner does not request any other changes or amendments to the Formation Petition.

[Remainder of page intentionally left blank; signature pages immediately follow]

Signature Page for Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District:

Name of Owner	Woodsonia Joplin, LLC
Owner's Telephone Number	(402) 669-1163
Owner's Mailing Address	20010 Manderson Street, Suite 101 Elkhorn, NE 68002
Name of Signer	Drew Snyder
Signer's Legal Authority to Sign	Manager
Signer's Telephone Number	(402) 669-1163
Signer's Mailing Address	20010 Manderson Street, Suite 101 Elkhorn, NE 68002
Type of Entity	Nebraska limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	Map Tract #3 20401800000047000 $109,050 (2021 Assessed Value)

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

Woodsonia Joplin, LLC

By: _____
Drew Snyder, Manager

Date: Oct 19, 2021

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 19 day of October, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Drew Snyder, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, who executed the within instrument on behalf of said limited liability company under authority of its directors and such person duly acknowledged the execution of the same to be the act and deed of said limited liability 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: March 21, 2023

State of Nebraska – General Notary
TANYA K MAINELLI
My Commission Expires
March 21, 2023

Map of Adjacent Property Showing Property Owner Tracts

[to be added]

Map #	Owner	Parcel ID	Address	AV 2021
1	Woodsonia Joplin, LLC	20401800000047000	3323 E. 32nd Street	$109,050
		Total		**$109,050**

PETITIONER'S PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioner's Property		**$109,050**
Total AV Adjacent Property		**$109,050**
Percentage of Total AV		**100%**

CLERK'S RECEIPT OF PETITION

This Petition, as amended, was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of November, 2021.

_____
Barbara J. Gollhofer
City Clerk

[SEAL]

EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

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 NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 108.26 ACRES, MORE OR LESS.

EXHIBIT B
CURRENT MAP OF DISTRICT

Dec 22, 2020 - 11:21am Plotted By: kbahl G:\Shared drives\JOB - Land Development\Projects\2020\JOB#20010 JD Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\1 CID BOUNDARY FINAL AFTER DEANNEX 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY AFTER DEANNEX



5

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(FINAL AFTER DEANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE
		KRB	
		KRB	

DRAWING INFO.	
DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	LC-62
DATE:	2020-12-22
FIELD BOOK:	
JOB NUMBER:	20JO10011

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A• KANSAS CITY, MO 64145• PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C
LEGAL DESCRIPTION OF DISTRICT WITH ADJACENT PROPERTY ADDED

WOODSONIA CID BOUNDARY DESCRIPTION – 10-27-2021

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, HAVING 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 DISTANCE 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 DISTANCE OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANCE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN

JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

EXHIBIT D
MAP OF DISTRICT WITH ADJACENT PROPERTY ADDED

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 161ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

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DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	10/25/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21KC10008

REVISIONS			
NO.	DESCRIPTION	BY	DATE

CID ANNEXATION EXHIBIT

32ND ST. PLACE

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

SHEET NUMBER EX.1 1 OF 2

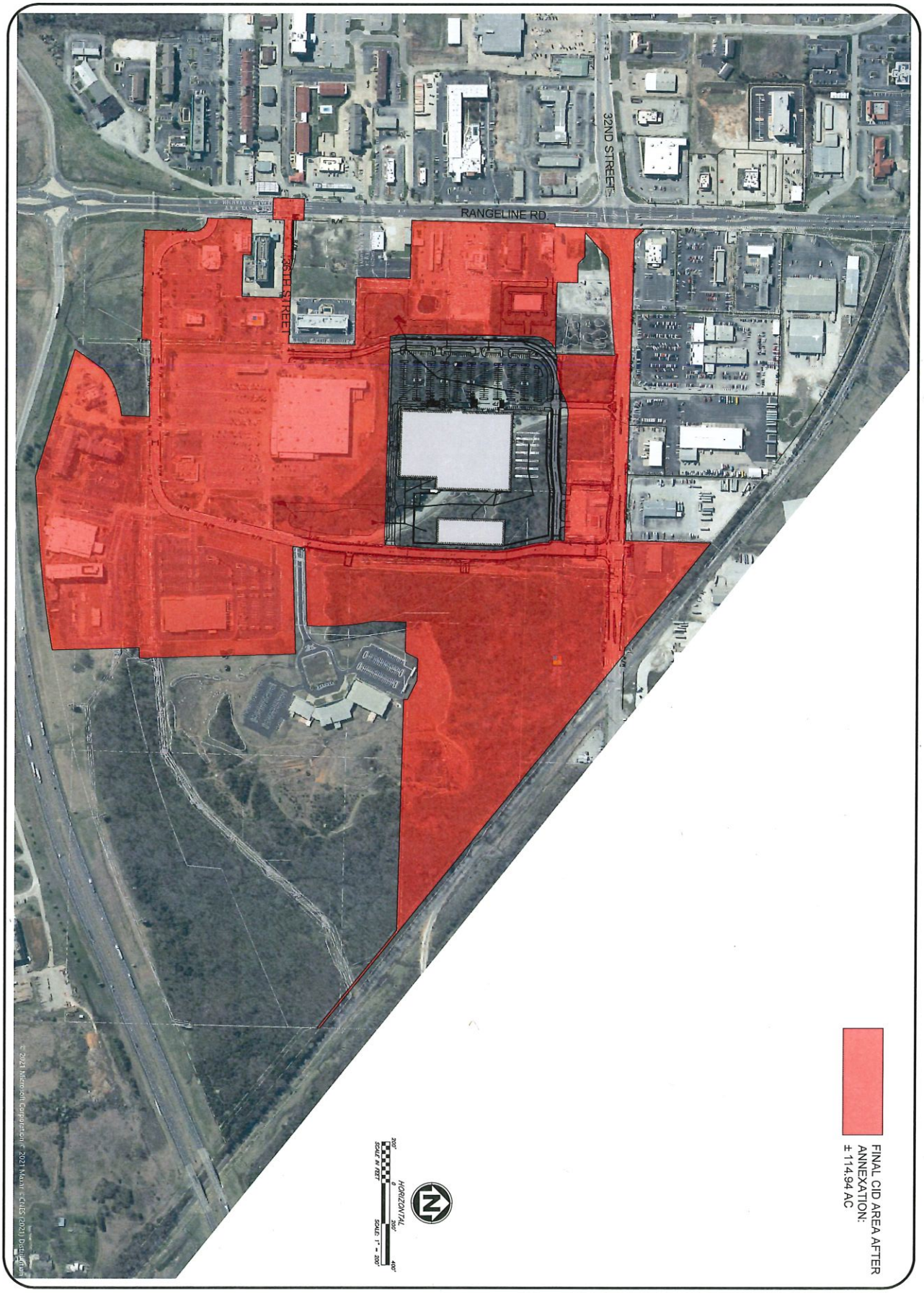
Map #	Owner	Parcel ID	Address	AV 2021
1	Woodsonia Joplin, LLC	20N01800000047000	3323 E. 32nd Street	$109,050
			Total	$109,050

CID ANNEXATION
BOUNDARY AREA
± 6.68 AC

HORIZONTAL
SCALE IN FEET
0 100' 100' 200'
SCALE: 1" = 100'

Oct 25, 2021 – 11:48am Plotted By: KC City: 6 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Tyree & Range Line\01 CIVIL\03-CAD\Sheet\Dwgs\CD SHEETS\21KC10008-CD BOUNDARY EXHIBIT-annexation.dwg Layout: ANNEXATION

Oct 27, 2021 – 3:12pm Plotted By: KC Eng 6 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hyvee & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008-CID BOUNDARY EXHIBIT-final.dwg Layout: FINAL



SHEET NUMBER EX.2 2 OF 2

32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	10/27/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21KC10008

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EXHIBIT E
UPDATED EXHIBIT D-1 (BUDGET)

CID Petition Budget for Insertion into CID Annexation Petition Exhibit - 10-14-21

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	Estimated Sales Tax Revenue (1.0%)	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	Expenditures					
1	Acquisition	$ 4,693,500				
2	Building Construction and Enhancements	$ 1,065,000	$ 710,000			
3	Movie Theater - Including 15,000 Expansion Area	$ -	$ 500,000			
4	General Conditions	$ 177,903	$ 44,476			
5	Clearing, Mass Grading	$ 823,213				
6	Hammons Blvd Improvements (North Portion)	$ 841,800				
7	Hardscape, Parking, Landscape, Irrigation	$ 1,968,893	$ 656,298			
8	Power/Gas	$ 103,500				
9	General Landscape and Irrigation	$ 129,375				
10	Traffic Light on 32nd Street	$ 201,250				
11	Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$ 1,193,732	$ 511,599			
12	Financing Costs (Interest Carry/Closing/Fees/Other)	$ 1,879,950	$ 939,975	$ 313,325		
13	Development Fee	$ 218,018	$ 152,613	$ 65,405		
14	Insurance	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	Legal	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	Accounting	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	32nd Street MoDOT Work - Paint Stallion (northside of 32nd Street)	$	$ 246,640			
18	36th Street MoDOT/City Work	$	$ 61,500			
19	Expenditure Total	$ 13,321,633	$ 3,841,100	$ 396,730	$ 15,500	$ 13,000
C	Net of Revenue/Expenditures	($12,270,591)	($2,751,383)	$732,420	$1,130,587	$1,150,279

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

EXHIBIT F
DISTRICT RESOLUTION

RESOLUTION NO. 2021-16

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING SECOND AMENDMENT TO DISTRICT BOUNDARIES FOR ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF A SECOND AMENDED PETITION TO CITY OF JOPLIN FOR APPROVAL; AND OTHER ACTIONS RELATED THERETO.

WHEREAS, by Ordinance No. 2020-113, adopted August 3, 2020 ("Ordinance") and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo ("Act"), the City Council of the City of Joplin, Missouri ("City Council") approved the Petition for Establishment of the 32nd Street Place Community Improvement District ("Petition"), thereby creating the 32nd Street Place Community Improvement District ("District");

WHEREAS, the current boundaries of the District are legally described on the attached Exhibit A and depicted on the map attached as Exhibit B;

WHEREAS, the District was formed to acquire property for and to fund certain public improvements, including construction of improvements to and re-alignment of Hammons Boulevard and construction of regional detention basins as part of a larger redevelopment project;

WHEREAS, Hammons Boulevard is an existing private road that connects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District;

WHEREAS, there are three tracts (to be platted as Tract A, Tract B, and Tract C) for construction of regional detention basins as part of the redevelopment project;

WHEREAS, under the Act, the District may only acquire property and spend District sales tax revenue within its boundaries;

WHEREAS, on October 28, 2020, the District adopted (a) Resolution No. 2020-08 authorizing the amendment of the District's boundaries and the filing of the Petition to Amend Boundaries and Add Property to the District ("Annexation Petition") signed by the owners of property to be added to the District pursuant to the Act, and (b) Resolution No. 2020-09 authorizing the amendment of the District's boundaries and the filing of the Petition to Amend Boundaries and Remove Property from the District ("Deannexation Petition") signed by the owners of property to be removed from the District pursuant to the Act;

WHEREAS, the Annexation Petition and the Deannexation Petition were filed with the City Clerk of the City on October 29, 2020;

WHEREAS, after the filing of the Annexation Petition, it was discovered that two additional tracts need to be added to the District to enable the District to undertake the planned improvements to Hammons Boulevard;

WHEREAS, on November 12, 2020, the District adopted Resolution No. 2020-11 authorizing the amendment of the District's boundaries and the filing of the Amended Petition to Amend Boundaries and Add Property to the District ("Amended Annexation Petition") signed by the owners of property to be added to the District pursuant to the Act;

WHEREAS, the Annexation Petition was filed with the City Clerk of the City on November 13, 2020;

WHEREAS, on December 7, 2020, the City Council (a) held public hearings on the Amended Annexation Petition and the Deannexation Petition, and (b) adopted Ordinance 2020-193 approving the amendment to the District's boundaries as described in the Amended Annexation Petition;

WHEREAS, on December 21, 2020, the City Council Act adopted Ordinance 2020-205 approving the amendment to the District's boundaries as described in the Deannexation Petition;

WHEREAS, on December 29, 2020, the District adopted Resolution No. 2020-15 authorizing the amendment of the District's boundaries and the filing of the Amended Petition to Amend Boundaries and Remove Property from the District ("Amended Deannexation Petition") signed by the owners of property to be removed from the District pursuant to the Act;

WHEREAS, the Amended Deannexation Petition was filed with the City Clerk on December 30, 2020;

WHEREAS, on January 19, 2021, the City Council (a) held a public hearing on the Amended Deannexation Petition, and (b) adopted Ordinance 2021-012 approving the amendment to the District's boundaries as described in the Amended Deannexation Petition;

WHEREAS, the following property is outside of the District and must be added to the District to enable the District to undertake the following public improvements in accordance with the Act: (a) road, traffic signal and related improvements to 32nd Street between Rangeline Road on the west and the railroad right-of-way on the east, including the intersection of the re-aligned Hammons Boulevard and 32nd Street, all as may be required by the City or the Missouri Department of Transportation; and (b) road and related improvements to 36th Street and its intersection with Rangeline Road as may be required by the City or the Missouri Department of Transportation, which improvement areas are currently outside the boundaries of the District;

WHEREAS, the District and the current owners of: (a) own more than 50% of the assessed value of the property proposed to be added to the District; and (b) comprise more than 50% per capita of all property owners of the property proposed to be added to the District the real property proposed to be added to the District, as such property is described in the attached Exhibit C and depicted in the attached Exhibit D (the "Adjacent Property"), desire to amend the District's boundaries by adding the Adjacent Property to the District as permitted under the Act;

WHEREAS, the Adjacent Property is contiguous with property already within the District, including the tract north of 32nd Street, which are separated only by public streets;

WHEREAS, Section 67.1441.2, RSMo, provides that, with the consent of the Board of Directors, real property may be added to the District by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the addition of the real property in the manner provided in section 67.1431 upon proper notice. For the purposes of adding property to the District, a proper petition is one which meets the requirements of section 67.1421, which requirements shall only apply as to the real property proposed to be added;

WHEREAS, the District is in receipt of the Second Amended Petition to Amend Boundaries and Add Property to the District ("Second Amended Annexation Petition") signed by the owners of the Adjacent Property comprising (a) more than fifty percent (50%) of the assessed value of the Adjacent Property proposed to be added to the District and (b) more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be added to the District;

WHEREAS, the Second Amended Annexation Petition also allows for automatically adding property to the District at such later time as such property is dedicated to the City or the Missouri Department of Transportation as public right-of-way by plat or other conveyance, which would include the anticipated dedication of property to the City for a right turn lane from 36th Street to Rangeline Road; and

WHEREAS, the District desires to approve and consent to the amendment of the District's boundaries by adding the Adjacent Property and to submit the Second Amended Annexation Petition to the City Council for approval in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Board of Directors acknowledges receipt of the Second Amended Annexation Petition and the Board of Directors approves and consents to the amendment of the District's boundaries by adding the Adjacent Property to the District.

2. The Second Amended Annexation Petition is approved in substantially the form presented on this date to the Board of Directors, subject to such changes, additions or deletions as may be deemed necessary or desirable by the District's officers, upon the advice of counsel, to carry out the purpose and intent of this Resolution, provided that any substantive changes are also approved by the owners of the Adjacent Property who signed the Second Amended Annexation Petition.

3. The District's officers and legal counsel are authorized and directed to submit the Second Amended Annexation Petition with the City Clerk for approval by the City Council of the City of Joplin, Missouri following a public hearing in accordance with the Act.

4. Upon the addition of the Adjacent Property to the District, the Adjacent Property shall be subject to the District projects and sales tax.

5. The Chairman, Vice Chairman and Secretary are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.

6. This Resolution shall take effect immediately.

Adopted October 25, 2021.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

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 NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS

SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG

SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING.** CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH

01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 108.26 ACRES, MORE OR LESS.

EXHIBIT B

Map of Current District Boundaries

Dec 22, 2020 – 11:31am Plotted By: Brett G:\Shared drives\ACTO – Land Development\Projects\2020\20JO10000 JJ Hammons Large Scale Development\02 SURVEY\DRAWINGS\05 CID BOUNDARY FINAL AFTER DEANNEX 2020-12-22.DWG Layout: WOODSONIA CID BOUNDARY AFTER DEANNEX



Woodsonia Real Estate Inc

5

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(FINAL AFTER DEANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-12-22
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C

Legal Description of Adjacent Property

WOODSONIA CID ANNEXATION BOUNDARY DESCRIPTION – 10-27-2021

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND ALSO,

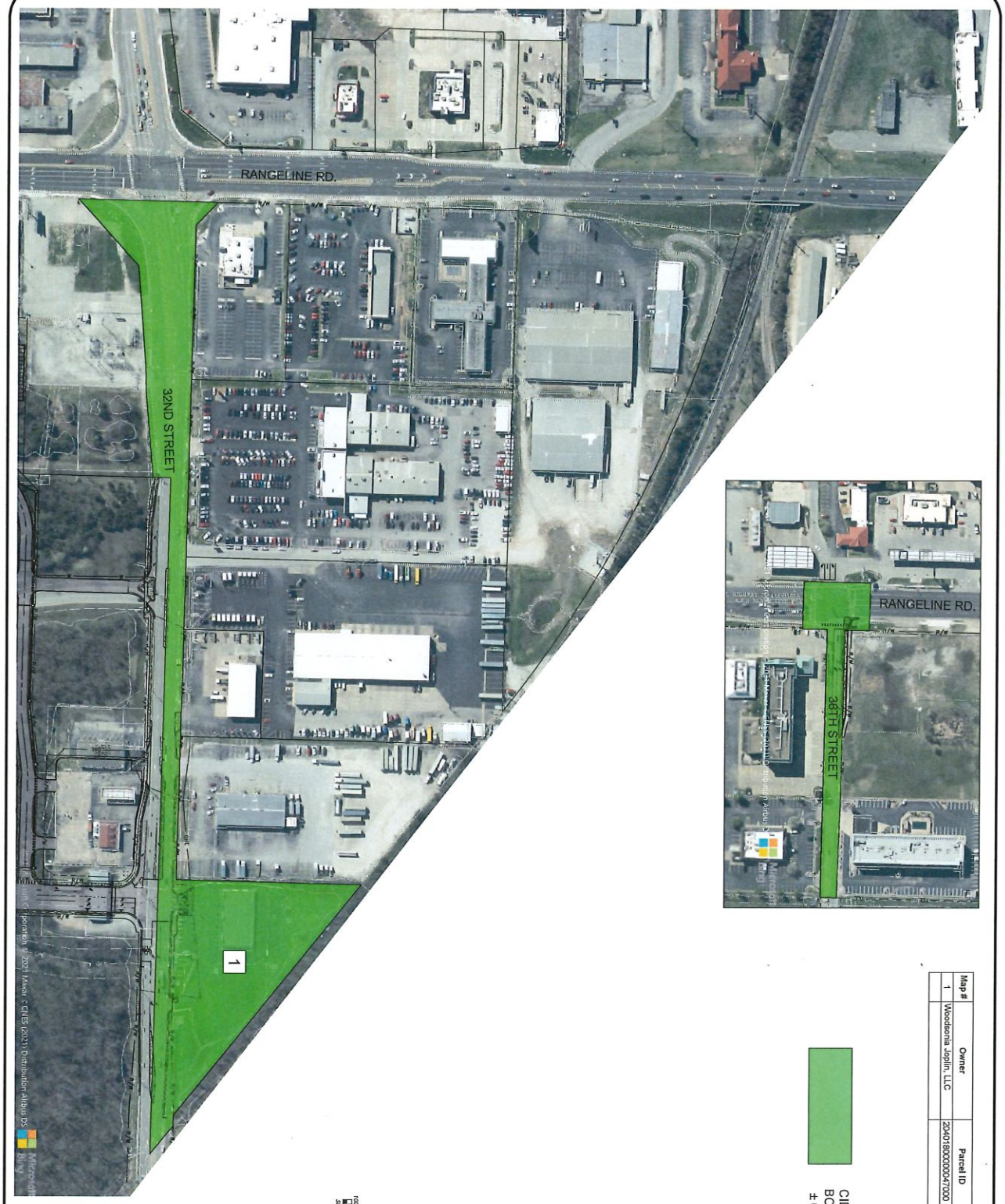
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNHSIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS CONTAIN 291,167 SQ. FEET (6.68 ACRES).

EXHIBIT D

Map of Adjacent Property and Map of District Boundaries with Adjacent Property Added

Oct 25, 2021 – 11:48am Plotted By: KC Erg 6 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hyvee & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008-CID BOUNDARY EXHIBIT-annexation.dwg Layout: ANNEXATION



Map #	Owner	Parcel ID	Address	AV 2021
1	Woodlandia Joplin, LLC	20401800000047000	3323 E. 32nd Street	$109,050
		Total		$109,050

32ND ST. PLACE

CID ANNEXATION EXHIBIT

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

SHEET NUMBER EX.1 1 OF 2

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	10/25/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21KC10008

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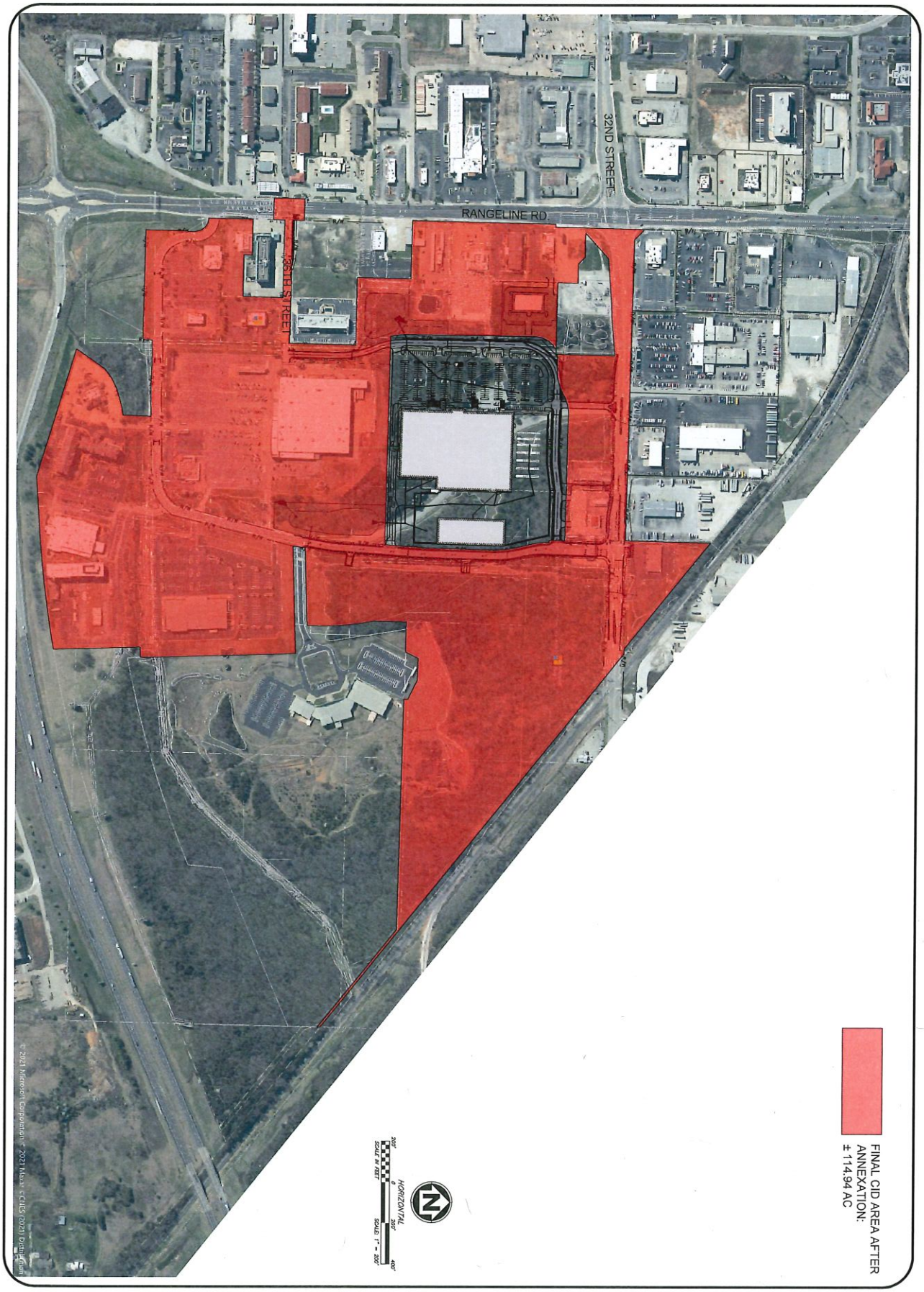
Oct 27, 2021 – 3:12pm Plotted By: KC Eng 6 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hyvee & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008-CID BOUNDARY EXHIBIT-final.dwg Layout: FINAL



SHEET NUMBER EX.2 2 OF 2

32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	TAF
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	10/27/2021
				ISSUED FOR:	FOR REVIEW
				JOB NUMBER:	21KC10008

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Map #	Owner	Parcel ID	Address	AV 2021
1	Woodsonia Joplin, LLC	20401800000047000	3323 E. 32nd Street	$109,050
			Total	$109,050

CID ANNEXATION
BOUNDARY AREA
± 6.68 AC

HORIZONTAL
100' 0 100' 200'
SCALE IN FEET SCALE: 1" = 100'

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DRAWING INFO.
DRAWN BY: TAF
CHECK BY: PJJ
LICENSE NO.
DATE: 10/25/2021
ISSUED FOR: FOR REVIEW
JOB NUMBER: 21KC10008

REVISIONS
NO. | DESCRIPTION | BY | DATE

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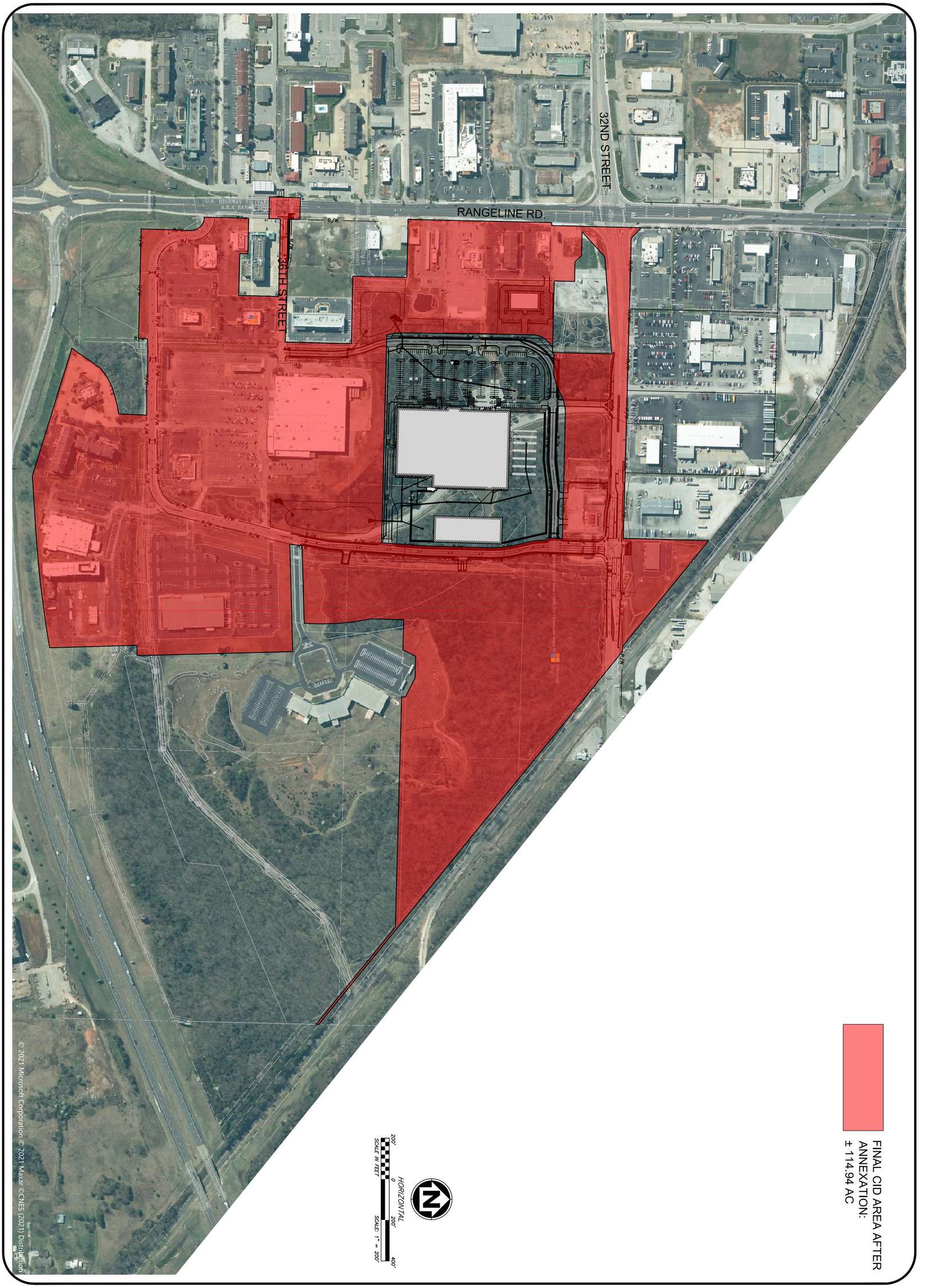
32ND ST. PLACE

CID ANNEXATION EXHIBIT

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

SHEET NUMBER
EX.1
1 OF 2

Oct 25, 2021 – 11:48am Plotted By: KC Eng 6 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hyvee & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008–CID BOUNDARY EXHIBIT–annexation.dwg Layout: ANNEXATION



SHEET NUMBER
EX.2
2 OF 2

32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	10/27/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21KC10008

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-533 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-533 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 226 N Byers Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 226 N Byers Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 226 N Byers Avenue, which had a minimum bid price of $5,625.00. Habitat for Humanity submitted the best bid with a sales price of $9,457.00. The property is currently zoned R-3 and contains approximately 6,250 square feet of land.

The City will complete the sale of this parcel at a closing at Waco Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-533 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel at 226 North Byers Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity for the sale of one parcel at 226 North Byers Avenue, totaling approximately 6,250 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Joplin Area Habitat for Humanity, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"Wilson and Hutton's Second Addition Lot 32 to the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Nine Thousand Four Hundred Fifty-Seven Dollars ($9,457.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that Waco Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Waco Title on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Joplin Area Habitat For Humanity

By: _____

Scott Clayton, Executive Director
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 226 N. Byers

Minimum Bid $5625.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Scott Schlichting	6140.00
Habitat For Humanity	9457.00
Travis Ledford	9000.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-534 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-534 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of Broadway Properties; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of four parcels located at the Northeast corner of Broadway and School, 1109 Broadway, 1111 Broadway, and East of 1111 Broadway.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two conforming bids for the Broadway properties, which had a minimum bid price of $12,500.00. Todd Patterson, with Patterson Collaborative, submitted the best bid with a sales price of $14,400.00. The properties are currently zoned C-1 and R-2 and contains approximately 18,500 square feet of land.

The City will complete the sale of this parcel at a closing at Abbey Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-534 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Patterson Collaborative, LLC., for the sale of four parcels at the northeast corner of Broadway and School, 1109 Broadway, 1111 Broadway and east of 1111 Broadway, totaling approximately 18,500 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Patterson Collaborative, LLC. for the sale of four parcels at northeast corner of Broadway and School, 1109 Broadway, 1111 Broadway, and east of 1111 Broadway, totaling approximately 18,500 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Patterson Collaborative, LLC**,** hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"All of Lots 1, 2 and 3 in Block 6 of East Joplin City, Addition to the City of Joplin, Jasper County, Missouri, EXCEPT the south ten feet (10') of said Lots 1 and 2. Zoned C1, approximately 6,625 square feet more or less. Trolley stop located at the front of the property."

"All of Lots Numbered 4 and 5 in Block 6 in East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R2, approximately 4,750 square feet more or less." There is an existing garage structure located on the property. The existing garage has structural deficiencies and cannot be utilized in its current condition.

"All of Lots Numbered 6 in Block 6 in East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R2, approximately 2,375 square feet more or less."

"All of Lot Numbered 7 and 8 in Block 6 in East Joplin City, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R2, approximately 4,750 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fourteen Thousand Four Hundred Dollars ($14,400.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at Abbey Title Company on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees.

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

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements. The Buyer understands that this real estate may be subject to its placement on the Building Board of Appeals agenda at a future meeting as it may qualify as a dangerous building under the Joplin City Code and may subject to a demolition order and that Buyer bears all responsibility for this after Closing.

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

9. REPRESENTATIONS/WARRANTIES.

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

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

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this

Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Patterson Collaborative, LLC.

By: _____

Todd Patterson, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address Broadway - 4 lots

Minimum Bid $12,500.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Robert Baldwin	15816.00 - Withdrew Bid
Todd Patterson	14400.00 (Restore)
(1109-1111 Kevin Jackson)	1,200.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-535 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-535 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2014 Connor Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 2014 Connor Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 2014 Connor Avenue, which had a minimum bid price of $5,625.00. Lance Ledford, with Ledford Construction & Development, submitted the best bid with a sales price of $18,001.00. The property is currently zoned R-1 and contains approximately 6,250 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-535 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 2014 Connor Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel at 2014 Connor Avenue, totaling approximately 6,250 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"Murphy's 1st Addition Lot 44 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Eighteen Thousand and One Dollar ($18,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

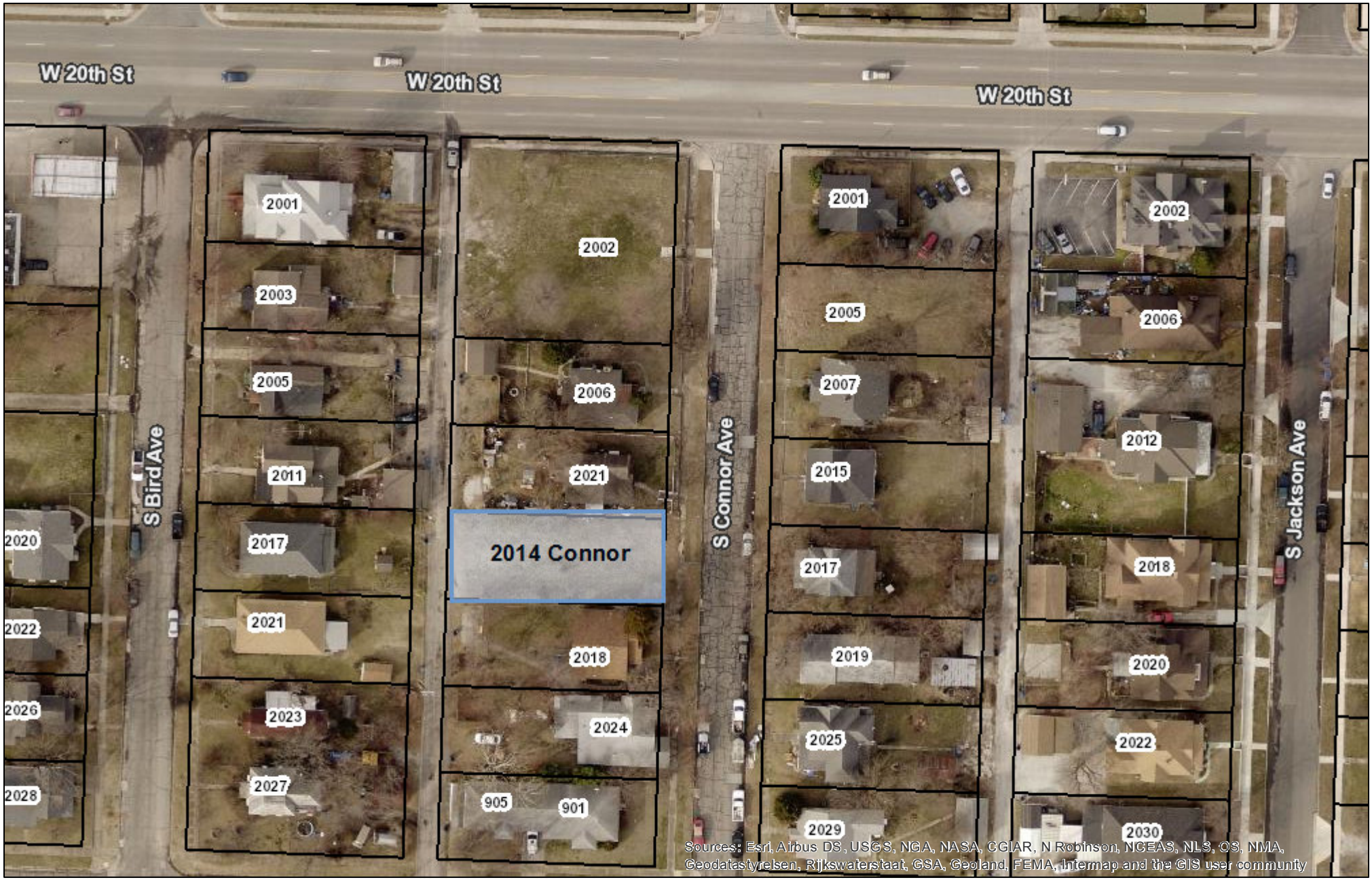
By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 2014 Connor

Minimum Bid $625.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Lance Ledford	18,001.00
Habitat	$9506.00
Homepal	$8900.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-536 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-536 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1123 Porter Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1123 Porter Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for 1123 Porter Avenue, which had a minimum bid price of $6,750.00. Lance Ledford, with Ledford Construction & Development, submitted the best bid with a sales price of $15,001.00. The property is currently zoned R-1 and contains approximately 7,500 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-536 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1123 Porter Avenue, totaling approximately 7,500 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel at 1123 Porter Avenue, totaling approximately 7,500 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"Carter's 1st Addition Lot 382 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 7,500 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifteen Thousand and One Dollar ($15,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 1123 Porter

Minimum Bid $6,750.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Habitat	9704.00
Lance Ledford	15001.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-537 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-537 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1524 S Moffet; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1524 S Moffet.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 1524 S Moffet, which had a minimum bid price of $5,625.00. Lance Ledford, with Ledford Construction & Development, submitted the best bid with a sales price of $15,001.00. The property is currently zoned R-1 and contains approximately 6,250 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-537 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1524 South Moffet, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel at 1524 South Moffet, totaling approximately 6,250 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "South Joplin Land Company's 1st Addition Lot 73 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifteen Thousand and One Dollar ($15,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 1524 Moffet

Minimum Bid $ 5625.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Habitat	11,003.00
Lance Ledford	15,001.00
Sanders	5625.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-538 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-538 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 3rd and Jackson; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 3rd and Jackson.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 3rd and Jackson, which had a minimum bid price of $5,525.00. Travis Ledford, with Travis Ledford Construction, submitted the best bid with a sales price of $12,500.00. The property is currently zoned R-3 and contains approximately 6,140 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-538 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 3rd and Jackson, totaling approximately 6,140 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC. for the sale of one parcel at 3rd and Jackson, totaling approximately 6,140 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Travis Ledford Construction, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "Moffet's Subdivision Lot 90 Except the North 2 feet of Lot 90 to the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,140 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand Five Hundred Dollars ($12,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Travis Ledford Construction, LLC

By: _____

Travis Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 3rd & Jackson

Minimum Bid 5525

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Habitat	10,755
Travis Ledford	12,500
Jeff Johnson	6825

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-539 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-539 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1710 Pearl Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1710 Pearl Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received four bids for 1710 Pearl Avenue, which had a minimum bid price of $6,000.00. Travis Ledford, with Travis Ledford Construction, submitted the best bid with a sales price of $15,000.00. The property is currently zoned R-1 and contains approximately 6,700 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-539 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1710 Pearl Avenue, totaling approximately 6,700 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC. for the sale of one parcel at 1710 Pearl Avenue, totaling approximately 6,700 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Travis Ledford Construction, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

"Mitchell's 1st Addition Lot 182 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,700 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifteen Thousand Dollars ($15,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Travis Ledford Construction, LLC

By: _____

Travis Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 1710 Pearl

Minimum Bid $6000.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Justin Ward	8128.00
Travis Ledford	15000.00
Gods Resort	7001.00
Habitat for Humanity	11002.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-540 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-540 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1403 Valley; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1403 Valley.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for 1403 Valley, which had a minimum bid price of $5,350.00. Travis Ledford, with Travis Ledford Construction, submitted the best bid with a sales price of $9,000.00. The property is currently zoned R-2 and contains approximately 5,950 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-540 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1403 Valley, totaling approximately 5,950 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC. for the sale of one parcel at 1403 Valley, totaling approximately 5,950 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Travis Ledford Construction, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "East Joplin 1st Addition West ½ Lot 1 (one) Block 39 and East ½ Vac St on West to the City of Joplin, Jasper County, Missouri. Zoned R2, approximately 5,950 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Nine Thousand Dollars ($9,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Travis Ledford Construction, LLC

By: _____

Travis Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 1403 Valley

Minimum Bid $5350

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Brian Smith	8,125
Travis Ledford	9,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-541 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-541 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2302 Harlem; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 2302 Harlem.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received seven bids for 2302 Harlem, which had a minimum bid price of $4,670.00. Travis Ledford, with Travis Ledford Construction, submitted the best bid with a sales price of $17,000.00. The property is currently zoned R-1 and contains approximately 5,188 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-541 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2302 Harlem, totaling approximately 5,188 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC. for the sale of one parcel at 2302 Harlem, totaling approximately 5,188 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Travis Ledford Construction, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "All of Lot Numbered Three Hundred Fifty-Two (352) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri EXCEPT that portion deeded as Right-of-Way. Zoned R1, approximately 5,188 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seventeen Thousand Dollars ($17,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording

fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Travis Ledford Construction, LLC

By: _____

Travis Ledford, Member
"BUYER"

Attest:

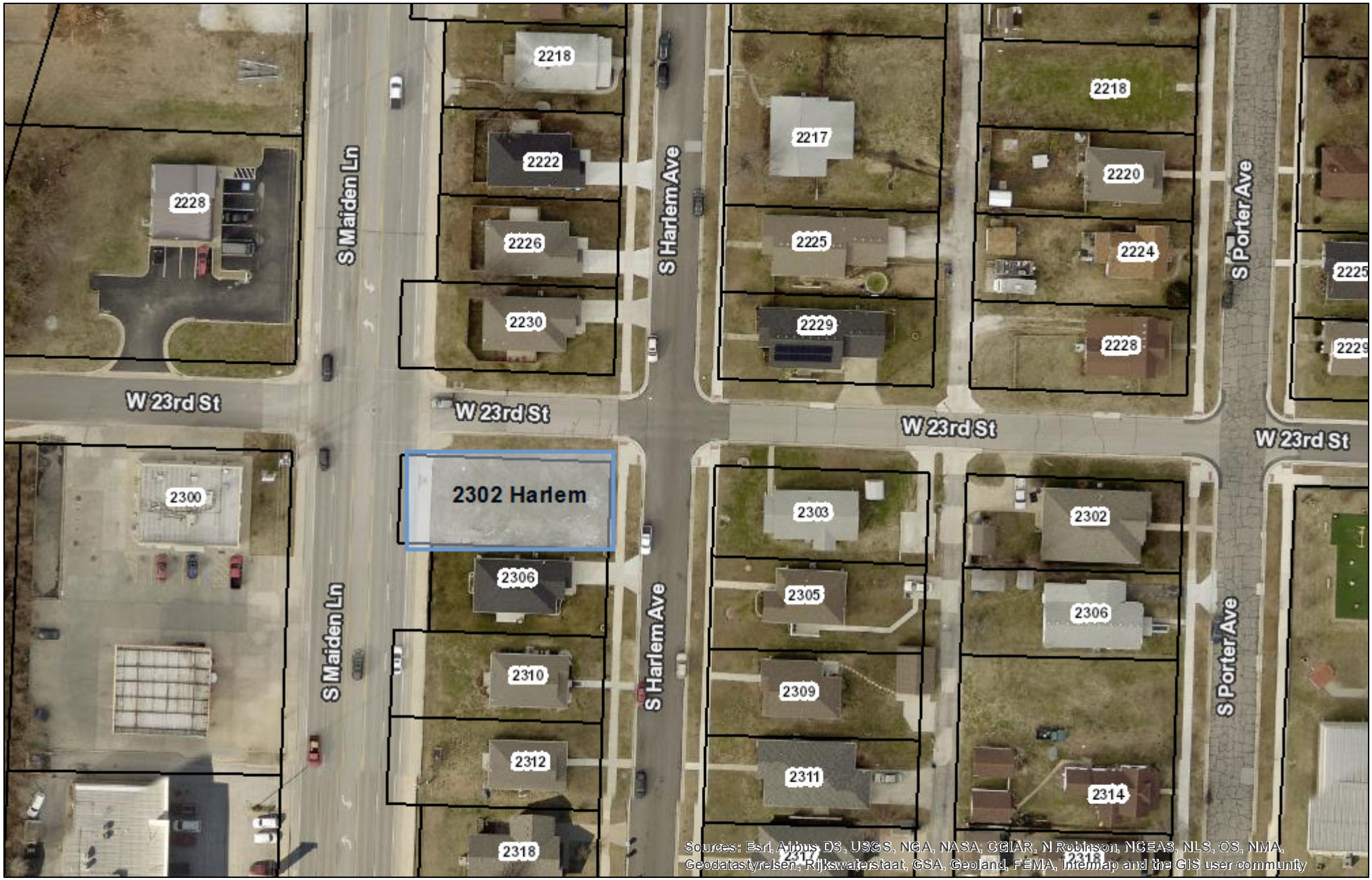
By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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BID TABULATION

PROJECT: Surplus Property

Address 2302 Harlem

Minimum Bid $ 4670.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Justin Ward	6671.00
Travis Ledford	17,000.00
Habitat	6072.00
Nicholas Sanders	5000.00
Homepal	11,900.00
Steve Johnson	10,050.00
Robert Baldwin	5172.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-542 – Approval of a Real Estate Contract

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-542 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2315 Empire Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 2315 Empire Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 11, 2021. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received six bids for 2315 Empire Avenue, which had a minimum bid price of $5,500.00. Travis Ledford, with Travis Ledford Construction, submitted the best bid with a sales price of $17,500.00. The property is currently zoned R-3 and contains approximately 6,100 square feet of land.

The City will complete the sale of this parcel at a closing at First American Title on or before December 31, 2021. Payment in full will be received upon closing.

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

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

COUNCIL BILL NO. 2021-542 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2315 Empire Avenue, totaling approximately 6,100 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC. for the sale of one parcel at 2315 Empire Avenue, totaling approximately 6,100 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2021, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Travis Ledford Construction, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "All of Lot Numbered Twenty-Eight (28) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,100 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seventeen Thousand Five Hundred Dollars ($17,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

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

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

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

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

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

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

5. CLOSING. The parties agree that First American Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at First American on or before December 31, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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

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

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

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

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

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

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

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

11. HOLD HARMLESS.

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

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

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

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

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

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

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

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

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

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

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

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

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

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

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Travis Ledford Construction, LLC

By: _____

Travis Ledford, Member
"BUYER"

Attest:

By_____

Barbara J. Gollhofer, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 11/29/2021

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

BID TABULATION

PROJECT: Surplus Property

Address 2315 Empire

Minimum Bid 5,500.00

DATE OF BID OPENING: November 11, 2021 10:00 a.m.

CONTRACTOR	BID
Justin Ward	11128.00
Travis Ledford	17500.00
Habitat	12501.00
Levant Blanc II LLC	9250.00
Homepal	10800.00
Robert Baldwin	6202.00

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-612: authorizes the City of Joplin in creating a purchase order to Joplin Industrial Electric and amending the Parks and Stormwater Sales Tax budget in the amount of $52,653 for the installation of lights at Ewert Skate Park.

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Parks

ATTACHMENTS
CB2021-612 Ordinance; Exhibit A: Scope of Work Cost Summary

REVIEWED BY
Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Finance Director: Leslie Haase
City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City of Joplin in creating a purchase order to Joplin Industrial Electric and amending the Parks and Stormwater Sales Tax budget in the amount of $52,653 for the installation of lights at Ewert Skate Park.

BACKGROUND
The City of Joplin opened the Ewert Skate Park in 2015. Since its opening, the Ewert Skate Park has been one of the most used recreational facilities in Joplin. Skateboarders and BMX bikers, of all ages, use this facility year-round. When constructed the facility did not include lights. In 2017, the City of Joplin added one light pole in the center of the park, hoping this would be sufficient lighting for evening use. With the rise in popularity, it has been apparent that there is a need for additional lighting.

The City of Joplin desires to utilize the existing pole and add a LED fixture that would match the installation of the 4 new light poles and fixtures at the Ewert Skate Park facility. These lights will utilize a timing mechanism for park hours usage.

City Council gave direction to staff to proceed with issuing an RFP for the installation of lights at Ewert Skate Park. Joplin Industrial Electric met all the required elements in the scope of services and was the low bidder.

This council bill also amends the Parks and Stormwater Sales Tax budget in the amount of $52,652 as set forth in Exhibit A.

FUNDING SOURCE
Parks and Stormwater Sales Tax

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

COUNCIL BILL NO. 2021-612 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to create a purchase order to Joplin Industrial Electric in the amount Fifty-Two Thousand Six Hundred Fifty-Three Dollars ($52,653.00) for the installation of lights at Ewert Skate Park, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and containing an emergency clause.

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

Section 1. That Joplin Industrial Electric has submitted the lowest and best bid for the purpose of installing lights at the Ewert Skate Park for the price of Fifty-Two Thousand Six Hundred Fifty-Three Dollars ($52,653.00), a true and accurate copy of said scope of work being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of Fifty-Two Thousand Six Hundred Fifty-Three Dollars and No Cents ($52,653.00).

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

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

_____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

1.0 SCOPE OF WORK

1.1 Purpose

(Please see attached fixtures and poles requests)

The City of Joplin is issuing the Request for Proposal (RFP) for the installation of LED fixtures to one existing pole and adding 4 additional light poles that match the existing pole. These would have matching LED fixtures, concrete bases and all the necessary materials and labor. Each new Pole installed will also include Receptacles and Supplied conduit for Fiber for future security Cameras.

1.2 Background

The City of Joplin opened the Ewert Skate Park in 2015. Since its opening, the Ewert Skate Park has been one of the most used recreational facilities in Joplin. Skateboarders and BMX bikers, of all ages, use this facility year around. When constructed the facility did not include lights. In 2017, the City of Joplin added one light pole in the center of the park, hoping this would be sufficient lighting for evening use. With the rise in popularity, it has become apparent that there is a need for additional lighting.

The City of Joplin desires to utilize existing pole and add a LED fixture that would match the installation of the 4 new light poles and fixtures at the Ewert Skate Park facility and receptacles to the new installed poles. These lights will utilize a timer mechanism for park hours usage.

1.3 Scope of Services

The bid should provide the following items:

A. Site familiarization visit and meeting with Athletic Maintenance Superintendent and/or Parks Director.

B. Provide input on location considerations taking into account current park activity and potential future developments in relation to utilities, access and parking, pedestrian flow, support facilities, etc.

C. Provide project timeline.

D. Provide installation plan.

E. Develop and provide construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

F. Development of material lists needed for the construction; and procurement of non-construction related materials (such as fixtures and control equipment) at bidder's expense.

G. Provide construction oversight and technical expertise during installation of base, installation of poles and wiring. And installation is of a workman like manner.

H. Final Review: Inspect final project with Parks Director and Athletic Maintenance Superintendent and complete final checklist.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-167 – authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC ("CableRunner") for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB2021-167 Ordinance; CableRunner USA, LLC Rights-of-Way Use Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
CableRunner has developed a technology to install fiber optic cable in stormwater (and wastewater) pipes and seeks access to said systems for the installation of both wireline (e.g., enterprise dark fiber) and wireless (e.g., 5G and network densification) applications. As part of that project, CableRunner also needs access to the City's rights-of-way in areas where the Stormwater and/or Sanitary Sewer Systems are not workable, and for placement for handholes which operate as the final connection point between the City's property (rights-of-way or otherwise) and private property for CableRunner's customers.

BACKGROUND
CB2021-167 authorizes a Rights-of-Way Use Agreement for Communications Facilities that allows CableRunner to use the City's Rights-of-Way for communications facilities. CB2021-168 authorizes a Use of Stormwater / Sanitary Sewer System Lease Agreement that allows CableRunner to use the City's Stormwater / Sanitary Sewer System for communications facilities.

CableRunner has agreed to pay a User Fee of $1,000.00 for the first mile of linear Facilities plus $0.1665 for each linear foot thereafter per month, not to exceed $8,000.00 per month, for Facilities located in the City's Rights-of-Way. The User Fee will increase at the rate of 2% per year. These User Fee payments will occur monthly.

CableRunner will work with the City for a period of up to one year to identify routes that are mutually agreeable within the City's Stormwater and/or Sanitary Sewer Systems. If no workable routes are identified during this time, the Lease Agreement will terminate.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2021-167 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with **CableRunner USA, LLC ("CableRunner")** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and **CableRunner USA, LLC** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized 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

_____, 2021.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

CableRunner USA, LLC Rights-of-Way Use Agreement

RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1) by and between **CableRunner USA, LLC**, a Delaware limited liability corporation registered to do business in Missouri (the "Licensee"), and the **City of Joplin, Missouri**, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

WHEREAS, Licensee has also requested consent from the City to authorize its use of certain non-ROW property owned by the City, particularly within the City's stormwater and sanitary sewer systems (the "Non-ROW Systems") for the installation of Facilities for communications or related capabilities; and

WHEREAS, the City is authorizing such limited use of the Non-ROW Systems on the terms of the form of lease set forth in **Exhibit B** attached hereto and incorporated herein (the "Lease"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances, City of Joplin, Missouri, including specifically Article VI of Chapter 106, and as may be amended ("ROW Code"). Words used in the present tense include the future tense, words in the single number include the

plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (*e.g.*, data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (collectively "Communications Services Facilities," as referenced in Joplin Code Article VI, §§ 106-141), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the information stated on Licensee's formal application, including any attachments, provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities, including excavation, building, electrical, zoning, etc., before installation of its Facilities within the Rights-of-Way.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities (but subject to the "Special Conditions" set forth on Exhibit A attached hereto), nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the Special Conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying Communications Service within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor to provide services not authorized herein, except as provided in (i) Exhibit A or such subsequent amendment as may be approved thereto and/or (ii) the Lease (subject to compliance with the terms of the Lease). The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent as set forth herein. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, regulations, and ordinances (collectively "Laws"), including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable Law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation

shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of, and rights to, the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to interfere materially or without authority with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally-accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory, competitively-neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred in removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6 below.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Agreement shall be effective for a term commencing for **Twenty (20) years** from the Effective Date (as defined in § 11.1 below) and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement. For the avoidance of doubt, the initial term of this Agreement shall expire on the last day of the calendar month in which falls the twentieth (20th) anniversary of the Effective Date (the "Expiration Date").

3.2 Compensation. The Licensee agrees to pay the User Fees and such other compensation in the amount and under such additional regulations and provisions as are set forth

in the City's policies and ordinances. In the interest of keeping Licensee paying the same rate as other ROW Users with ROW Use Agreements currently operating in the City, unless otherwise established by the City Council, Licensee shall pay to the City as monthly compensation for the use of the Rights-of-Way pursuant to this executed Agreement a "Linear Foot Fee" for ROW Facilities of (a) One Thousand Dollars ($1,000.00)/month for the first (1st) mile of linear Facilities within the ROW or part thereof, plus (b) a monthly payment of $0.1665 per linear foot for each additional linear foot of Facilities located in the Rights-of-Way, with the User Fee calculated for linear Facilities within the ROW being capped at Eight Thousand Dollars ($8,000.00)/month for each user; *provided*, however, that all Right-of-Way Users shall be entitled to a credit against the User Fee due hereunder equal to the payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification, unless so required by Law; and provided further, if any linear feet of Facilities are located in the Non-ROW System as described in the Lease that is also located within the ROW, such linear footage within the Non-ROW Systems shall not be included in the calculation of the required User Fee herein. Unless otherwise provided by Law, including lawful action of the City Council, the User Fee herein shall increase by two percent (2%) per year during the term of this Agreement (and annually thereafter if the term is extended without a change in this provision), which shall occur beginning on the first anniversary of the Effective Date of this Agreement in 2022 and each year thereafter on the anniversary of the Effective Date of this Agreement. The monthly minimum Use Fee of $1,000 and monthly cap of $8,000, respectively, shall remain unchanged by the two percent (2%) annual increase described in this Section.

Licensee represents that it currently has **__0__** linear feet of Facilities and **__0__** antennas installed in City Rights-of-Way ("Existing Facilities"). The actual authorized installation shall be limited to that which has received approved permits from the City. The User Fee shall be paid based on the sum of the actual linear footage of Facilities installed in the ROW, and any additional linear footage approved by permit for installation. All User Fees shall be due and payable every month of each calendar year within thirty (30) days after the end of each such month for which the payment is owed. Each User Fee payment shall be accompanied by an affidavit, signed as true, which may be sent electronically in advance of payment, stating the greatest total linear feet of Facilities located in the Rights-of-Way during the preceding month (including a specification for the number of linear feet that are located within the Non-ROW Systems that are near or adjacent to the ROW), the total number of antennas located in the Rights-of-Way, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the User Fee made. If any fee statement is determined to understate the User Fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. Any payments due to the City hereunder and not paid at the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, unless such other maximum rate is established by Law. On an annual basis by January 31, Licensee shall submit an affidavit certifying as true each statement submitted for the previous twelve (12) months, including the statement for the immediately preceding December. If any statement for the previous twelve (12) months was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the User Fee owed, then such additional amount owed, including with interest on said amount as provided herein, shall be

submitted with the affidavit. Licensee's credit to the User Fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the User Fee is attributable. The User Fee required in this Section shall be paid by Licensee as required herein without offset, credit, refund, or deduction except for such credit as is expressly provided for above for gross receipts taxes paid. Licensee may make the User Fee and eligible tax payment that is subject to credit above all as a single combined payment or in separate payments and may also send a combined statement or separate monthly statements meeting the applicable requirements.

3.3 User Fee Not a Tax. The above required User Fee and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the ROW Code, herein, and as set forth in § 67.1846 RSMo. Licensee acknowledges that the User Fee is compensation for use of the Rights-of-Way, both underground and above ground, and shall in no way be deemed a tax of any kind.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes, including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City, and failure to pay such taxes shall be considered a breach of this RUA. Nothing herein is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with thirty (30) days' prior written notice to the City if to (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by Law, (and subject to the terms and conditions of this Agreement, the ROW Code, and the Special Conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement), Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued rights-of-way use agreement or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities, for the benefit of its customers of its Communications Services, provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of any applicable Law, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the ROW Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable Law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: before the City proceeds to declare a forfeiture of this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's ordinances, or as may otherwise exist at Law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at Law, in equity, or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 106-148 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $2,940,868, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other City facilities, including for installation, maintenance, and use of Licensee's Facilities located within the Non-ROW Systems.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is**

therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other City facilities, including for installation, maintenance, and use of Licensee's Facilities located within the Non-ROW Systems. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way, or otherwise by Licensee's use of the Rights-of-Way.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees, in the event that Licensee is determined judicially to have violated the terms of this Agreement.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 106-147 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities, and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its written request to Licensee at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which

Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee hereby agrees at its sole cost and expense to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by Law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at

one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

CABLERUNNER USA, LLC
Attn: Contracts Administration
c/o Perl Grossman & Associates LLP
3000 Marcus Avenue, Suite 3E6
Lake Success, NY 11042-1006

With a copy to:

CABLERUNNER USA, LLC
Attn: Vice President Government Relations
5902 Mount Eagle Drive, Suite 1517
Alexandria, VA 22303-2522

If Notice to City:

CITY OF JOPLIN, MISSOURI
602 South Main Street
Joplin, MO 64801-2316
Attn: City Manager

CITY OF JOPLIN, MISSOURI
602 South Main Street
Joplin, MO 64801-2316
Attn: Legal Department

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt, if given by personal delivery; on the date of the return receipt, if notice is given by certified mail; or on the date of the confirmation of delivery form, if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address for which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF JOPLIN, MISSOURI

_____
Ryan Stanley, Mayor

Date: _____

ATTEST:

_____
Barbara Gollhofer, City Clerk

CABLERUNNER USA, LLC

By: _____

Print Name: Chad Rasmussen

Title: President & CEO

Date: 11/1/21

STATE OF Florida)
) ss.
COUNTY OF Brevard)

The forgoing instrument was acknowledged before me this 1st November, 2021, by Chad Rasmussen, on behalf of CableRunner USA, LLC. This person is personally known to me or has produced FLDL as identification.

Erika Newton
(Signature of Notary taking Acknowledgment)

Notary Public, State of Florida

My Commission Expires: 8-8-2025

Notary Public State of Florida
Erika Newton
My Commission
HH 162563
Exp. 8/8/2025

EXHIBIT A

SPECIAL CONDITIONS

The following Special Conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment, be limited to construction of Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.

2. Licensee acknowledges and agrees that, pursuant to its obligation to pay all applicable taxes, it shall pay the City's license tax as an entity authorized to furnish exchange telephone service, if Licensee shall notify the City in future that it will provide Communications Services, and shall remit to the City such tax on gross receipts of its business as required by Division 3 of Article III of Chapter 30 of the City Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by Law.

3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the right-of-way permit application or otherwise to the City) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.

4. For purposes of clarification only, a document evidencing the provision of a right of access to dark fiber to a third party as authorized herein but nominated or referred to as a lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of this Agreement or the provision of Communications Services in future after notification to the City, solely because of such nomenclature or reference, provided it otherwise complies with the requirements of this Agreement and meets the following conditions:

    - Does not provide the third party with any ownership or property interest in or any

form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physically access, or revise the Facilities in the ROW, whether specific Facilities or not; and

- Does not grant any rights or remedies as against the City, and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

5. Wireless Facility locations or wireless Facilities requested or approved: None.

6. By way of clarifying the relationship between the Lease and this ROW Use Agreement, the Lease shall control aspects of CableRunner's operations (as "Tenant" in the Lease) within the City's stormwater and sanitary sewer systems. Those systems (identified as the "Non-ROW Systems") are not defined as within the scope of Rights-of-Way under Missouri law or City Code. As such, the Lease dictates the usage rules for those Non-ROW Systems, while this Agreement dictates the usage of the City's ROW, either in places where the Non-ROW Systems are inadequate for Licensee's purposes authorized herein, or where the Non-ROW Systems will not be utilized by Licensee.

7. To the extent that this Agreement provides Licensee the ability to provide Communications Services in the future, nothing within this Agreement shall be deemed an admission that Licensee is currently providing Communications Services within the State of Missouri. If Licensee does plan to provide services which require Missouri Public Service Commission authorization, Licensee shall first seek such authorization and shall notify the City that it now operates such a business.

EXHIBIT B

[Form of Lease]

USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT

THIS USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT ("Lease") is entered into as of _____, 2021, between the **City of Joplin, Missouri**, a municipal corporation ("Landlord" or "City"), and **CableRunner USA, LLC**, a Delaware limited liability company authorized to do business in the State of Missouri, and including any authorized assignee ("Tenant"), (collectively the "Parties").

R E C I T A L S

Whereas, Landlord owns or has easement rights over certain real property located in Joplin, Missouri, upon which the City's underground sanitary sewer and stormwater systems (hereinafter the "Non-ROW Systems") are located;

Whereas, Landlord and Tenant desire by execution of this Lease to provide authority for non-exclusive tenancy of designated portions of the Non-ROW Systems in accordance with and subject to the terms of this Lease;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises.

(a) In consideration of the payments to Landlord and other terms herein, Landlord hereby leases to Tenant, on a non-exclusive basis, designated underground portions of the Non-ROW Systems (including both those held in fee and those over which Landlord has certain easement rights), as authorized by individual permits issued under this Lease and as depicted on the attached **Exhibit 1** (collectively hereinafter referred to as the "Premises"), subject to the terms and conditions set forth herein. The lease of the Premises hereunder shall include the non-exclusive right of access to the Premises (the "Access Right") across areas or portions of the ROW (as defined in the ROW Use Agreement or "Agreement") without access to which Tenant would be physically unable to reach the Premises (collectively the "Access Areas"). The Access Areas shall be deemed part of the Premises to the extent that Tenant physically utilizes its Access Right thereunto. The boundaries of the Premises shall be a subset of the Non-ROW Systems, and the footprint occupied by any of Tenant's Facilities (as defined below in Section 3(a)) shall be limited to the Premises for which Tenant has been granted a specific permit by the City to access and install its Facilities, as described in Subsection (c) of this Section 1.

(b) During the term of this Lease, Tenant and its agents, engineers, surveyors, and other representatives upon prior reasonable notice to and consent of Landlord shall have the right to enter upon the ROW, the Access Areas, and Non-ROW Systems to inspect, examine, and perform initial cleaning to jet wash and clear debris and to apply for and obtain all licenses and permits required for Tenant's use of them as the Premises from all applicable governmental or regulatory entities. Tenant shall also have the ability, upon prior written approval of the Landlord at Landlord's sole discretion, to repair, in compliance with all applicable federal, state, and local laws, codes, regulations, and ordinances (collectively, the "Laws") related to such work, certain

defects within the ROW, the Access Areas, and Non-ROW Systems that Tenant identifies in any analysis of the ROW, the Access Areas, and Non-ROW Systems for use as the Premises as part of the installation and maintenance of its Facilities. Any such repair of the ROW, the Access Areas, and Non-ROW Systems performed by Tenant shall be undertaken solely at Tenant's expense and only upon express, prior written approval by the Landlord. Any damage caused by Tenant arising from or in any way caused by jet washing, inspection, repairs, or installation of Facilities, or any other action taken by the Tenant within the Non-ROW Systems that is not promptly repaired by the Tenant may be repaired by the Landlord and all expenses incurred by the Landlord billed to the Tenant. As damage to one part of the Premises can impact the Non-ROW Systems, and such repairs may be subject to OSHA compliance, payment of prevailing wage, and other applicable requirements for work on public property, nothing in this Lease prevents Landlord from promptly making any repairs or taking other actions related to the Non-ROW Systems, or causing the same to be done, and billing Tenant for the costs of such repairs and Tenant hereby agrees to reimburse Landlord for the same within thirty (30) days after receipt of an itemized invoice for same.

(c) Prior to installation of Tenant's Facilities, on an application form provided by Landlord, Tenant shall pay any applicable fees and apply for and obtain a revocable installation permit (a "Permit") for each and every installation of Tenant's Facilities so that Landlord can review the proposed space of each such installation for compliance with this Lease, including compliance with **Exhibit 2** and City Codes, compatibility with the Non-ROW Systems, and authorization rights. The cost of such Permits shall be established by the Landlord in accordance with Section 106-144 of the City's Code, as may be hereinafter amended or recodified, on a non-discriminatory basis. A Permit application shall describe the space of the Non-ROW Systems that Tenant proposes to attach to (including, specifically, the exact dimensions of the interior space of the piping proposed to be utilized), the method of attachment to such piping, the Facilities proposed to be attached to such piping (with exact dimensions), and any other information that the Landlord determines is applicable within the Permit application documents. A Permit request shall be reviewed by the Landlord and may be denied at Landlord's sole discretion, including if Landlord's review determines that any underlying easement rights granted to Landlord do not extend to the attachment of Tenant's Facilities. A Permit granted shall be limited to the specific interior space of piping within the Non-ROW Systems proposed by Tenant on the specific application. If Tenant shall need additional interior space within the Non-ROW Systems not specifically authorized in an issued Permit, Tenant shall submit for, and acquire, additional Permits prior to utilizing any additional space. Tenant agrees that it shall pay for any necessary title searches to ascertain the Landlord's rights to grant access to Tenant in areas of the Non-ROW Systems proposed within a Permit application. Tenant shall have six (6) months from the issuance of a Permit to complete any installation work approved, as the same may be reasonably extended by Landlord upon a showing of good cause. Failure to complete such work within said timeframe shall result in that specific Permit being null and void. Upon completion of the work authorized in a Permit, Tenant shall promptly provide to the Landlord as-built schematics of the Facilities installed. The Parties agree that these submitted as-built documents shall be integrated into **Exhibit 1** and shall constitute expansions of the Premises. Failure of the Tenant to submit these as-builts in a timely fashion shall be deemed a breach of this Lease.

2. Term.

(a) The Lease shall become effective on the Effective Date, as defined below in § 4(b). During the initial period of one (1) year (the "Pre-Commencement Term") Tenant and Landlord shall coordinate to ascertain appropriate routes within the Non-ROW Systems that are suitable for Tenant's Facilities. This Pre-Commencement Term may be extended by mutual written agreement by the Parties. If at the conclusion of the Pre-Commencement Term no viable routes are ascertained for Tenant's Facilities and Tenant's Permitted Use (as defined in Section 3 below), then this Lease shall terminate. Tenant shall be liable for any additional costs to Landlord in ascertaining these routes, including for title searches for the Non-ROW Systems as described in this Lease. Once routes have been ascertained, Tenant may apply for Permits during this Pre-Commencement Term.

(b) The commencement date of the term of this Lease (the "Commencement Date") shall be the date of issuance of Tenant's first valid Permit for construction of its Facilities pursuant to § 1.3(c) above, and the term shall extend for a period of **twenty (20) years** commencing on the Commencement Date and ending on the last day of the calendar month in which falls the twentieth (20th) anniversary of the Commencement Date (the "Expiration Date"). Landlord and Tenant shall memorialize the occurrence of the Commencement Date signed by Tenant and Landlord's Director of Public Works or designee.

(c) If Tenant remains in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be at sufferance and subject to double the Rent (as defined in § 4 below) in effect immediately prior to such holding over until the sooner of a new written agreement authorizing such use is in place or removal of occupancy and all Facilities from the Premises, including any restoration requirements under this Lease, in addition to any other damages as may be available in law or equity.

3. Permitted Use.

(a) The Premises may be used by Tenant only for the following permitted use: (i) the installation, maintenance, upgrade, repair, replacement, and relocation of fiber optic cables, wires, ducts, conduit, micro tubes, attachment bolts, modular cable trays and covers, fiber laterals, handholes, auxiliary equipment, and related components on the interior walls of the piping located throughout the Premises, substantially as such are shown and described on the attached **Exhibit 2** (collectively the "Facilities"); (ii) the leasing of fiber, conduit, and/or duct to commercial customers in the Premises, provided that such customers shall have no right of physical possession or ownership, including ownership of any residual interest or remainder in Licensee's Facilities, or physical access to the Premises; and (iii) transmission and reception of communication signals from the same to the extent that Tenant is certificated under applicable Laws as a competitive local exchange carrier; provided that if Tenant is authorized under applicable Laws as a competitive local exchange carrier to transmit and receive communications signals, Tenant shall notify Landlord in writing that it plans to use the Facilities to conduct this business (collectively, "Tenant's Permitted Use").

(b) Tenant represents and warrants to Landlord that the Facilities will be operated now and shall continue in the future to be operated, managed, and maintained in compliance with all applicable federal, state, and local laws, rules, regulations, and orders (the "Laws"), including without limitation Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written request, with all documentation evidencing current compliance with this Lease, including the Laws on an ongoing basis during the term of this Lease.

(c) Tenant shall, as a condition of the Lease, comply with the requirements of the City's Code of Ordinances and the Parties' Rights-of-Way Use Agreement for Communications Facilities of even date with this Lease (the "Agreement"), including but not limited to the requirements for maintenance, relocation, and removal of the Facilities upon abandonment.

(d) Tenant shall, within eighteen (18) months of issuance of Permits, complete the initial construction of its Facilities and commence offering commercial dark-fiber services within the City to customers. Tenant shall also be obligated, absent technological, environmental, or interference issues, to keep its Facilities operational for at least three (3) calendar years from the execution of this Lease, subject to the superseding provisions of §§ 10(b) through (f) below.

(e) No later than thirty (30) days after receipt of notice by Landlord that the Facilities are no longer in operation and therefore treated as abandoned, or of Tenant's abandonment of its Facilities at any location within the Non-ROW Systems, Tenant shall remove its Facilities and replace or restore any damage or disturbance in accordance with Section 11 herein. If Landlord is mistaken regarding its notice to Tenant and the Facilities are still in operation, Tenant shall promptly notify Landlord with information indicating that Tenant's Facilities are still in operation at that location. Landlord shall be entitled to all reasonable costs, at its discretion, incurred by removal and enforcement for any violation of this provision. In lieu of removal, Landlord may, upon written application from Tenant, allow Tenant's Facilities or portions thereof to remain in place if the Landlord determines, at its sole discretion, that it is in the best interest of the public health, safety, and general welfare, and conducive to the integrity of the Non-ROW Systems to do so.

4. Rent; Payments.

(a) Tenant agrees to pay the City for its Facilities located in the Non-ROW Systems at a rate of one thousand five hundred dollars ($1,500.00)/month for the first (1st) mile of linear Facilities, or part thereof, plus a monthly fee of $0.2448 per linear foot for each additional linear foot of Facilities located in the Non-ROW Systems ("Rent"). The Rent shall be increased by two percent (2%) over the Rent then existing at each yearly anniversary of the Commencement Date. Rent shall be payable in advance at the beginning of each quarter (January 1, April 1, July 1, October 1) and shall be calculated based on the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter. For the avoidance of doubt, although such quarterly payments of Rent shall be paid in advance, each such payment shall reflect and be based on the aggregate total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter, and the parties agree that no

reconciliation or true-up shall be utilized with respect to the actual aggregate of linear feet of Facilities located in the Non-ROW Systems during the quarter for which Rent has been previously prepaid. Such payment shall also include a quarterly submission by Tenant of an affidavit, signed as true, stating the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter and payment of Rent made. Additionally, on an annual basis by January 1, Tenant shall submit an affidavit certifying as true each statement submitted for the previous calendar year. If any statement for the previous calendar year was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the Rent owed, then such additional amount owed, including with interest on said amount as provided herein, shall be submitted with the affidavit. Payments due Landlord under this Lease and not paid when due shall accrue interest from the due date at the lesser of one and half percent (1.5%) per month or the highest rates allowable under applicable Laws until paid. Landlord or its designated representatives shall have the right to inspect, examine, or audit, during normal business hours and upon seven (7) calendar days' notice, all documents, records, or other information that pertains to the Tenant's Facilities, Rent, or any other Tenant obligations under this Lease.

(b) Special Permit Fee. The parties understand and agree that Tenant shall not pay Rent under § 4(a) above with respect to its Facilities that may have been permitted during a particular calendar quarter but not yet constructed at the beginning of the following quarter when the Rent payment is due (collectively "Non-Constructed Facilities" or "NCFs"). Because the parties wish to avoid the administrative burden of instituting a reconciliation process for the partial payments that may be owing with respect to such NCFs, Tenant and City agree that Tenant shall pay a special permit fee (the "Special Permit Fee") of Two Hundred Fifty Dollars ($250.00) per thousand feet of linear Facilities upon application for the installation of all such Facilities, which Special Permit Fee shall substitute for any Rent that may be owing at the beginning of each quarter with respect to any NCFs that may have been permitted during the previous calendar quarter. Commencing with the Rent payment due for each subsequent calendar quarter, the full Rent shall be payable with respect to any as-yet unconstructed NCFs, regardless of their then-current construction status. Tenant and City agree that the payment of the Special Permit Fee is fair and equitable inasmuch as it approximates that maximum Rent that would otherwise be due and owing with respect to any NCFs permitted during the previous calendar quarter. The amount of the Special Permit Fee shall be increased by two percent (2%) over the Special Permit Fee level then existing at each yearly anniversary of the Commencement Date.

(c) Effective Date. This Lease shall become effective upon the latter signature date of Landlord or Tenant ("Effective Date").

(d) Tenant shall, upon submission to Landlord of the executed Lease, also pay Landlord, in addition to any amount owed for Rent, a single additional payment in the amount of Ten Thousand and no/100 Dollars ($10,000.00) to in part compensate the City for its legal, engineering, and/or other costs associated with the negotiation and execution of this Lease. Such payment shall also be in addition to any required permitting or inspection obligations or fees otherwise required.

5. Interference/Relocation/Permit Revocation.

(a) Tenant shall not use the Premises or the Access Areas in any way which interferes with the use of the Non-ROW Systems by Landlord or the purposes for which the Non-ROW Systems are dedicated, or by tenants or licensees of Landlord holding rights to the Non-ROW Systems on the Effective Date of this Lease, except as otherwise provided by applicable Laws or Agreement of the Parties.

(b) Landlord reserves the right, privilege, and authority to continue to use and occupy the Non-ROW Systems for any purpose whatsoever, including without limitation, the modification, maintenance, repair, restoration, or replacement of its facilities within the Non-ROW Systems or the ROW, or the sale or lease of the Non-ROW Systems, or any portion of the Non-ROW Systems; except Landlord hereby covenants that it shall not knowingly enter into any lease, license, or other agreement pursuant to which a third party is authorized to use the Premises so as to interfere with Tenant's Permitted Use at the time of such lease, license, or agreement.

(c) Tenant accepts the Lease with the reservations in this Lease and further agrees that, if Landlord's public use or public occupancy interferes with Tenant's Permitted Use, Tenant will, if practicable and at its sole cost and expense, modify or relocate the Facilities in the Non-ROW Systems to make Tenant's Permitted Use compatible with Landlord's use or occupancy, and such modified or relocated site shall constitute the Premises. If modification of Tenant's Facilities in a specific space within the Premises is impracticable, such specific Permit authorizing such attachment within that area shall terminate. If modification or relocation is impracticable in all places throughout the Non-ROW Systems wherein Landlord could authorize Tenant's Permitted Use in the judgment of the Tenant, and Permits are not granted to modify or relocate Tenant's Facilities in a manner that is sufficient for Tenant to continue to provide services, then this Lease shall terminate upon notice of such from Tenant, and any existing Permits shall also terminate, and Landlord shall return any prepaid Rent, prorated to the date of termination. Nothing in this Subsection (c) shall terminate Tenant's obligations under this Lease to remove its Facilities or to restore the Premises, or effect any other continuing obligations of Tenant after termination of this Lease. Notwithstanding anything in this Lease, Landlord shall have the right to immediately revoke a Permit and request immediate removal of Tenant's Facilities for a specific location due to interference reasons upon prior written notice to Tenant. Nothing in this right shall relieve Landlord from working with Tenant to find a suitable replacement location, however.

(d) If the interference in Subsection (c) is temporary, for example, the need to remove the Facilities for Landlord to repair or maintain the Non-ROW Systems hosting the Premises, then Tenant may install temporary or mobile facilities to accomplish Tenant's Permitted Use; provided, however, that, to facilitate such temporary use, the Tenant shall submit information to the Landlord indicating where Tenant proposes to locate such temporary or mobile facilities within the Non-ROW Systems and acquire from the Landlord written approval for such location(s) prior to installation of such temporary or mobile facilities within the Non-ROW Systems.

(e) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC, except to the extent any such claims relate to any police, public works, or other City or other governmental users on the Premises or the Non-ROW Systems for which interference is prohibited and the City or governmental use shall prevail. In the event Landlord observes interference of the City or governmental uses by Tenant, it may give written notice of such interference and Tenant shall take immediate action to cease such interference. Failure by Tenant to immediately cease any such interference shall be deemed a material breach of this Lease and Landlord may immediately send notice that the specific Permit for such location is revoked. Thereafter, Tenant must take immediate action to remove its Facilities and otherwise restore the area in accordance with Section 11 herein.

(f) It is understood that Landlord from time to time, will need to repair, maintain, replace, install, construct, or modify the Non-ROW Systems or perform planned or emergency service that may affect Tenant (the "Work"). Landlord agrees to provide Tenant with not less than thirty (30) days' prior written notice of the Work, along with a schedule showing anticipated dates and duration of such Work, except in the event of emergencies as reasonably determined by Landlord. Following notification of such Work, Tenant shall at its cost, if so requested by Landlord, remove, secure, relocate, and/or protect its Facilities during the entire duration of the Work. The cost of City-initiated Work shall not be the responsibility of Tenant, except any additional reasonable costs incurred to perform such Work due to the installation or presence of the Facilities shall be borne by Tenant. Tenant may install temporary Facilities at Tenant's cost during such Work under such reasonable conditions as established by Landlord and within a location pre-approved in writing by Landlord.

(g) It is further understood that from time to time Landlord may, in the public interest, necessity, or convenience or for public projects require the Non-ROW Systems, and Tenant's Facilities located therein shall be relocated at Tenant's sole expense. This public interest or public project may include the City's abandonment of any section of the Non-ROW Systems or may include street widening projects or expansion of the Non-ROW Systems. Such relocation shall be performed by the Tenant within the timeframes established by Landlord. The Permit issued for such affected space shall be null and void, and the City shall issue a new Permit for the relocated space.

(h) Any third party having facilities within the Non-ROW Systems under a validly issued permit or other authorization may make a request for adjustment, relocation, or temporary dislocation of Tenant's Facilities, and Tenant shall, after reasonable advance written notice by the third party adjust, relocate, or temporarily dislocate its Facilities to accommodate such third party, and the actual cost reasonably incurred by the Tenant shall be paid by the third party requesting such adjustment, relocation, or temporary dislocation. Tenant may require payment from the third-party in advance.

6. Maintenance, Repair, and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair, or replace the Facilities.

(b) Tenant shall have the right to modify, supplement, replace, or upgrade the Facilities within the Premises at any time during the term of this Lease if consistent with the design, location, size, and orientation of the Facilities on **Exhibit 2**; provided, however, that any such modification, supplement, replacement, or upgrade shall first be reviewed by Landlord for Landlord to determine and approve that such complies with the terms of this Lease and applicable codes, such approval not to be unreasonably withheld, conditioned, delayed, or denied. Review by Landlord may be approved on the building permit or excavation permit, whichever is applicable in the specific request. The Facilities installed by Tenant shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease. Tenant shall repair any and all damage to the Premises, the Non-ROW Systems, Access Areas, the ROW, and any other property of Landlord resulting therefrom, normal wear and tear excepted. Such removal of Facilities from the Non-ROW Systems may also require the grant of permits to insure such work is performed in a way that protects the integrity and operability of the Non-ROW Systems.

7. Utilities. Tenant shall pay any utility charges incurred in connection with Tenant's use of the Premises. Tenant shall, wherever practicable, install separate meters for utilities used on the Premises. Such separate meters for utilities used on the Premises shall also be subject to approval by the Landlord, and shall be designed to be minimally intrusive with the build environment of the City. In the event separate meters are not installed, Tenant shall pay pro-rata charges for all utilities reasonably attributed by Landlord to Tenant's use within thirty (30) days of being billed by Landlord for such charges.

8. Access. Landlord hereby grants Tenant the non-exclusive rights for ingress, egress, and access to the Premises and the Access Areas to service the Premises and the Facilities from 6:00 A.M. to 9:00 P.M., Monday through Friday, except that Tenant shall have access to the Premises at any time in the case of an emergency during the term of this Lease. Except in cases of emergency, Tenant shall notify Landlord of its intent to access the Premises. No excavation work shall occur on City weekends or holidays except in the case of an emergency and in accordance with the City Code Section 106-144.4 specifically related to emergency work in the ROW, as may be hereinafter amended or recodified. Any rights provided hereunder shall have the same term as this Lease. Tenant acknowledges that, since the Non-ROW Systems are used as a public utility, reasonable security measures may be maintained and implemented at any time by Landlord as may be deemed appropriate in the public interest and that such reasonable security measures shall not be deemed to be an interference with Tenant's rights hereunder.

9. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue; or

(b) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period; or

(c) if the Facilities or Tenant's use of the Premises are not in compliance with this Lease, any issued permits therefore, or the Laws beyond any applicable cure period.

10. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) upon twenty (20) days' written notice in the event of a Default after Tenant's failure to cure within the time allowed for cure hereunder;

(b) upon ninety (90) days' written notice by Tenant if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or any applicable governmental or regulatory entity approval necessary for the construction and/or operation of the Facilities or Tenant's use of the Premises;

(c) upon ninety (90) days' written notice by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that based on a material interference with use of the Premises resulting from the acts of Landlord or an act of God or from other natural forces, Tenant's use of the Premises is no longer feasible; provided Tenant shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;

(d) at the time title of all or a portion of the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, and Tenant shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Premises to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(e) upon ninety (90) days' written notice by Tenant in the event there is a formal governmental environmental investigation initiated as to the Non-ROW Systems, not involving or caused by Tenant's use of the Premises, that causes Tenant to conclude, in Tenant's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Tenant to undue risk of third-party liability; or

(f) upon ninety days (90) days' written notice by Tenant to Landlord, if Tenant determines, in its reasonable discretion, that the Premises are no longer feasible due to technological or environmental reasons.

11. Obligations upon Termination or Expiration. Upon termination of this Lease or a specific Permit, including termination upon expiration of this Lease, Tenant shall remove the Facilities from the Premises, repair any damage caused thereby, and shall surrender the Premises and the Access Areas in as good order and condition as when first occupied by Tenant, ordinary wear and tear and damage not caused by Tenant excepted. Termination or expiration of this Lease shall automatically terminate any and all issued Permits. Any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of the ninety (90) day period, become the property of Landlord,

unless rejected by Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property. In the event of termination by Tenant other than for (i) material uncured breach by Landlord or (ii) termination by virtue of impracticality or infeasibility as provided in § 5(c) above, Tenant shall be obligated to pay as liquidated damages an amount equal to one (1) year of the Rent that would have been due during the remainder of the initial term of the lease.

12. Insurance and Subrogation. Tenant shall provide Commercial General Liability Insurance from a company authorized to do business in the state, with a rating by Best of not less than "A minus," and, unless otherwise approved by the City Council at its sole discretion, in an aggregate amount of not less than $3,000,000.00 per occurrence and in the aggregate. Such insurance shall name Landlord as an additional insured on the policy or policies with full and equivalent coverage as the insured under the insured's policy, and in no event less than the then current sovereign immunity limits established by R.S.Mo. § 537.610 ("Sovereign Immunity Limits") (which is, upon the Effective Date of this Lease, $2,940,868.00); provided nothing herein shall be deemed to waive the City's sovereign immunity. The City's additional insured coverage shall have no deductible. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain. All such policies shall provide that they may not be canceled except upon thirty (30) days prior written notice to Landlord and provide defense coverage without deductible. Proof of compliance with this requirement, including current and duly issued certificates of insurance, or copies of the policies if so requested by Landlord, shall be maintained with Landlord at all times during the Lease. Any self-insurance must be declared to and pre-approved by the City.

13. Default by Tenant; Hold Harmless. Tenant agrees to indemnify, defend with Landlord's choice of counsel, and hold Landlord harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair, or removal of the Facilities, Premises, or Access Areas, or from the breach or default of this Lease by Tenant, unless such costs and expenses are solely attributable to the wrongful acts, omissions, or negligence of Landlord, its employees, agents, or independent contractors. If the Landlord retains legal counsel as a result of claims against Landlord that are associated with Tenant's construction, installation, use, maintenance, repair, or removal of the Facilities, the Premises, or Access Areas, or from the breach or default of this Lease by Tenant, Tenant shall pay Landlord's reasonable attorneys' fees and court costs. Tenant shall also hold Landlord harmless for any claims, including trespass or inverse condemnation, relating to Landlord's issuance of Permits, or any other authorization, for Tenant to install, repair, modify, or remove the Facilities. Tenant acknowledges that the physical condition of the Premises as of the Effective Date does not constitute a wrongful act, omission, or negligence of Landlord. Nothing in this Section shall be deemed to limit any other remedy Landlord may have pursuant to this Lease or in equity or at law. Notwithstanding anything to the contrary herein, neither Landlord nor Tenant shall be liable to the other in connection with this Lease for indirect, consequential, exemplary, or punitive damages.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (and deemed delivered upon receipt) if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses, or such other address that may be specified in writing at any time during the term of this Lease:

If to Landlord, to:

CITY OF JOPLIN
602 South Main Street
Joplin, MO 64801-2316
Attn: City Manager
Copy to: Legal Department

If to Tenant, to:

CABLERUNNER USA, LLC
Attn: Contracts Administration
c/o Perl Grossman & Associates LLP
3000 Marcus Avenue, Suite 3E6
Lake Success, NY 11042-1006

with a copy to:

CABLERUNNER USA, LLC
Attn: Vice President Government Relations
5902 Mount Eagle Drive, Suite 1517
Alexandria, VA 22303-2522

15. Quiet Enjoyment, Title, and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iii) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

16. Environmental Laws.

(a) Tenant represents, warrants, and agrees that it will conduct its activities on the Non-ROW Systems in compliance with all applicable Environmental Laws (as defined in the attached **Exhibit 3**).

(b) Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees that Landlord may suffer due to the existence or discovery of Hazardous Substance (as defined in the attached **Exhibit 3**) on the Non-ROW Systems or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Non-ROW Systems. Tenant shall not be required to indemnify the Landlord under this subsection for the negligence or willful misconduct of the Landlord and in the event of joint and several negligence or fault of both Landlord and Tenant, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Missouri, without, however, waiving any

governmental immunity available to Landlord under Missouri law and without waiving any defense of the parties under Missouri law.

(c) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

17. Assignment and Subleasing.

(a) Tenant may not assign this Lease or sublease the Premises or any portion thereof without first obtaining Landlord's prior written consent, at Landlord's discretion. Such consent shall not be unreasonably withheld or delayed.

(b) As an exception to the foregoing, Tenant may assign this Lease and its other rights hereunder (including, without limitation, its right to extend), to any person or business entity which (i) is a parent or subsidiary of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) purchases a majority or controlling interest in the ownership or assets of Tenant, provided such transactions are not designed as a means to effect transfer of ownership to an otherwise unrelated entity and Landlord is provided notice of the same with new contact information within thirty (30) days of the assignment.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Facilities, and may assign this Lease and the Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree in a writing that accompanies the notice to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Tenant shall reimburse Landlord for Landlord's reasonable costs in reviewing and consenting to such leasehold financing. Landlord agrees to notify Tenant and such Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure by Landlord to notify Mortgagees of any default shall have no effect upon the effectiveness of such notice to Tenant.

18. Successors and Assigns. This Lease shall run with the Premises, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed trade fixtures and/or personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws.

20. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure

within thirty (30) days after receipt of such written notice from Tenant, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Tenant may, at its option, terminate the Lease pursuant to Section 10 herein, or may seek specific enforcement of the Lease, if otherwise available in law or equity, provided that Tenant shall not be entitled to file any action against Landlord or its officers, agents, or employees for damages, including for costs or attorneys' fees, pursuant to this Lease or for breach thereof.

21. Miscellaneous.

(a) This Lease shall be construed in accordance with the laws of the State of Missouri. This Lease creates no third-party beneficiaries.

(b) Landlord shall be entitled to its costs and reasonable attorneys' fees for enforcement of any provision of this Lease against Tenant or in any action arising under this Lease to which Landlord is prevailing party.

(c) This Lease, together with the ROW Use Agreement executed by Tenant concurrently with the parties' execution and delivery of this Lease to each other, constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. Any amendments to this Lease must be in writing and executed by both parties.

(d) The parties acknowledge that this Lease is a lawful and enforceable contract between them, that they entered into this Lease voluntarily, and that they have full authority to sign this Lease. Tenant and Landlord agree that the Lease is a lawful lease and agree not to challenge any provision herein as unlawful or unenforceable.

(e) Nothing herein and no reference to Landlord shall be deemed to limit or interfere with Landlord's regulatory authority or police powers as a political subdivision or governmental entity, and nothing herein shall be deemed to waive application of any federal, state, or local law or obligation of Tenant or any other party.

(f) This Lease may be executed in one or more counterparts.

LANDLORD: CITY OF JOPLIN	**TENANT: CABLERUNNER USA, LLC**
By: _____	By: _____
Name: _____	Name: Chad Rasmussen
Title: _____	Title: President & CEO
Date: _____	Date: _____

EXHIBIT 1

[Premises and Access Area]

The Premises shall constitute that portion of the Non-ROW Systems wherein Licensee is authorized by specific, individual Permits to locate its Facilities, as depicted hereunder and may hereinafter be amended. The Access Areas of the ROW shall include manholes or other entry points into the Non-ROW Systems in or directly adjacent to the Premises that would allow Tenant to place its Facilities within the Non-ROW Systems, all as generally depicted in the map below and in the as-built drawings required under § 1(c) above or as otherwise approved in writing by Landlord:

EXHIBIT 2

[Facilities]

CableRunner Documentation

CableRunner products: Technical specifications and documentation

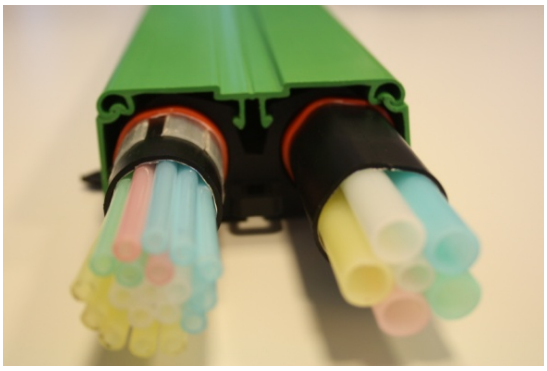


© CableRunner International, 2019

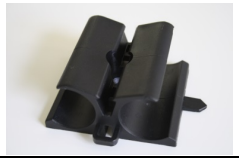
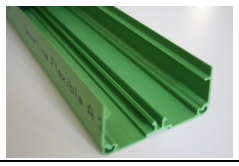
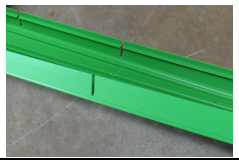
3. SewerLine Flexible A

3.1. Basic information

Usage area	In accessible sewers: minimum 800mm, no maximum diameter
Dimensions	Height: 36mm, width: 82mm
Capacity	Up to 1,440 fibers
Installation	Manual

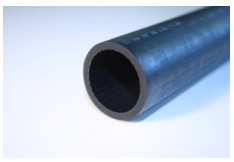


3.2. Product components

Product	Material	Sample picture
Mounting clip	Main component ABS	
Cover straight	Main component PVC	
Cover horizontal	Main component PVC	
Cover vertical	Main component PVC	
Connection box	Main component PP	

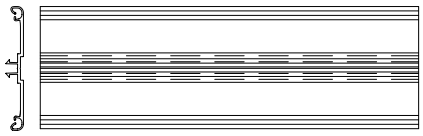
3.3. Cable housing

The SewerLine A profile can house two pieces of any cable with a diameter of 32mm. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
5*10mm Modular Cable System	MCS: 32mm outer diameter, tubes: 10/8mm	
19*5mm Modular Cable System	MCS: 32mm outer diameter, tubes: 5/3.5mm	
Cable Protection tube	27/32mm	

3.4. Drawings

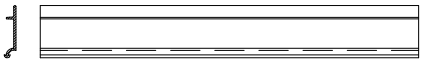
coverage top - top view scale 1:2



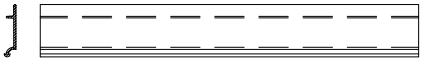
coverage top - buttom view



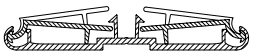
side frame - introversive view



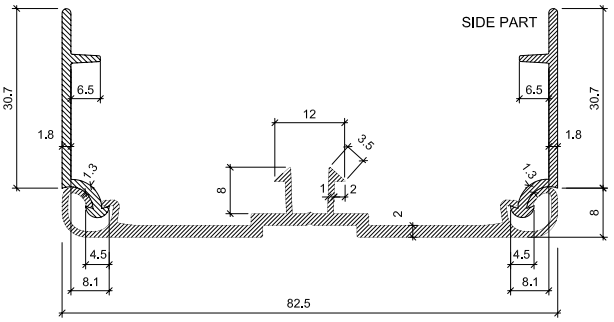
side frame - outside view



scale 1:1



cross section scale 2:1



material operating figures - COVERAGE TOP:

material:	[redacted]
deformation resistance to Martens:	[redacted]
deformation resistance to Vicat:	[redacted]
tensile strenght:	[redacted]
ultimate strain:	[redacted]
limit bending stress:	[redacted]
elastic modulus:	[redacted]
order number:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 2:1 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
COVERAGE TOP
all dimension in mm

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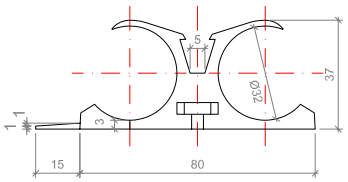
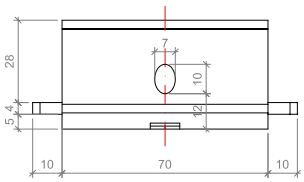
date	signature	PLAN.No.	version
9.12.2004			01

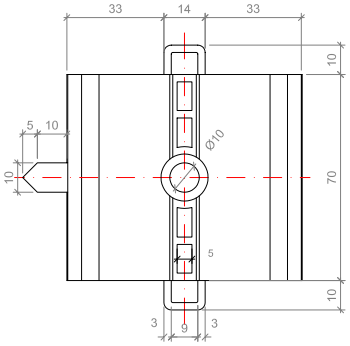
frontal view



side view



top view



materlal operatlng flgures:

MOUNTING CLIP

materlal:	[redacted]
order number:	[redacted]

FRAME ANCHOR

counter sunk bolt (6)

material:	[redacted]

anchor

materlal:	[redacted]
type:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

WASHER

materlal:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
"MOUNTING CLIP"

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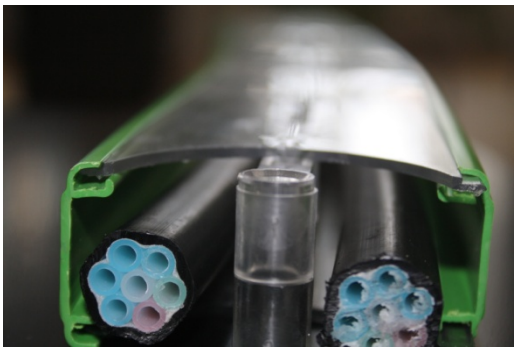
date	signature	PLAN.No.	version
9.12.2004			01

4. SewerLine Flexible N

4.1. Basic information

Usage area	In non-accessible sewers: 250 to 800mm diameter
Dimensions	Height: 30mm, width: 68mm
Capacity	Up to 1,152 fibers
Installation	Robot technology



4.2. Product components

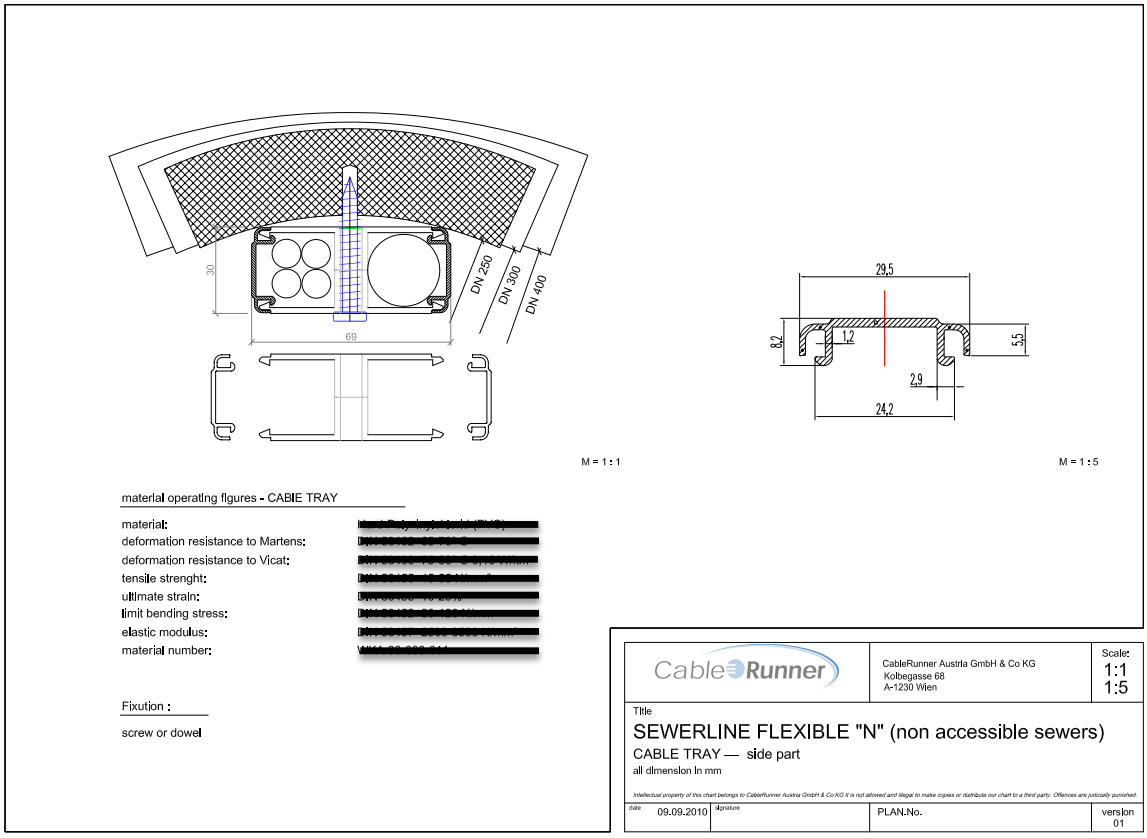
Product	**Material**	
Body part	Main component PP	
Side part	Main component PVC	

4.3. Cable housing

Each of the 2 SewerLine N profile chambers can house up to four loose 10mm tubes, up to seven 5mm tubes in a compound or just standard fiber cables. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
10mm blowing tubes (up to 4 times)	10/8mm	
7x5mm blowing tubes compound	17mm, 5mm tubes: 5/3.5mm	

4.4. Drawings


30
69
DN 250
DN 300
DN 400
M = 1 : 1
29,5
8,2
1,2
5,5
2,9
24,2
M = 1 : 5
materlal operatlng flgures - CABIE TRAY
material:
deformation resistance to Martens:
deformation resistance to Vicat:
tensile strenght:
ultlmate strain:
limit bending stress:
elastic modulus:
material number:
Fixution :
screw or dowel
CableRunner
CableRunner Austria GmbH & Co KG
Kolbegasse 68
A-1230 Wien
Scale:
1:1
1:5
Title
SEWERLINE FLEXIBLE "N" (non accessible sewers)
CABLE TRAY — side part
all dimension in mm
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date 09.09.2010
signature
PLAN.No.
version
01

EXHIBIT 3

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Missouri state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state, or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state, or local laws or regulations or order; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their byproducts.

INDEX OF DEFINED TERMS

Access Areas 1
CableRunner USA LLC 1
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-168 – authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC ("CableRunner") for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's underground sanitary sewer and stormwater systems and ensuring compliance with the City's requirements of such use of City property; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE
December 6, 2021

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB2021-168 Ordinance; CableRunner USA, LLC Use of Stormwater / Sanitary Sewer System Lease Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
CableRunner has developed a technology to install fiber optic cable in stormwater (and wastewater) pipes and seeks access to said systems for the installation of both wireline (e.g., enterprise dark fiber) and wireless (e.g., 5G and network densification) applications. It is anticipated that a majority of CableRunner's build will be located within the City's Stormwater and/or Sanitary Sewer Systems, although small segments are anticipated to be located within the City's Rights-of-Way.

BACKGROUND
CB2021-167 authorizes a Rights-of-Way Use Agreement for Communications Facilities that allows CableRunner to use the City's Rights-of-Way for communications facilities. CB2021-168 authorizes a Use of Stormwater / Sanitary Sewer System Lease Agreement that allows CableRunner to use the City's Stormwater / Sanitary Sewer System for communications facilities.

CableRunner has agreed to pay a User Fee of $1,500.00 for the first mile of linear Facilities plus $0.2448 for each linear foot thereafter per month for Facilities within the City's Stormwater and/or Sanitary Sewer Systems. The User Fee will increase at the rate of 2% per year. These User Fee payments will occur quarterly.

CableRunner will work with the City for a period of up to one year to identify routes that are mutually agreeable within the City's Stormwater and/or Sanitary Sewer Systems. If no workable routes are identified during this time, the Lease Agreement will terminate.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2021-168 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with **CableRunner USA, LLC ("CableRunner")** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's underground sanitary sewer and stormwater systems and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and **CableRunner USA, LLC** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's underground sanitary sewer and stormwater systems and ensuring compliance with the City's requirements of such use of City property, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized 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

_____, 2021.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

CableRunner USA, LLC Use of Stormwater / Sanitary Sewer System Lease Agreement

USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT

THIS USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT ("Lease") is entered into as of _____, 2021, between the **City of Joplin, Missouri**, a municipal corporation ("Landlord" or "City"), and **CableRunner USA, LLC**, a Delaware limited liability company authorized to do business in the State of Missouri, and including any authorized assignee ("Tenant"), (collectively the "Parties").

R E C I T A L S

Whereas, Landlord owns or has easement rights over certain real property located in Joplin, Missouri, upon which the City's underground sanitary sewer and stormwater systems (hereinafter the "Non-ROW Systems") are located;

Whereas, Landlord and Tenant desire by execution of this Lease to provide authority for non-exclusive tenancy of designated portions of the Non-ROW Systems in accordance with and subject to the terms of this Lease;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises.

(a) In consideration of the payments to Landlord and other terms herein, Landlord hereby leases to Tenant, on a non-exclusive basis, designated underground portions of the Non-ROW Systems (including both those held in fee and those over which Landlord has certain easement rights), as authorized by individual permits issued under this Lease and as depicted on the attached **Exhibit 1** (collectively hereinafter referred to as the "Premises"), subject to the terms and conditions set forth herein. The lease of the Premises hereunder shall include the non-exclusive right of access to the Premises (the "Access Right") across areas or portions of the ROW (as defined in the ROW Use Agreement or "Agreement") without access to which Tenant would be physically unable to reach the Premises (collectively the "Access Areas"). The Access Areas shall be deemed part of the Premises to the extent that Tenant physically utilizes its Access Right thereunto. The boundaries of the Premises shall be a subset of the Non-ROW Systems, and the footprint occupied by any of Tenant's Facilities (as defined below in Section 3(a)) shall be limited to the Premises for which Tenant has been granted a specific permit by the City to access and install its Facilities, as described in Subsection (c) of this Section 1.

(b) During the term of this Lease, Tenant and its agents, engineers, surveyors, and other representatives upon prior reasonable notice to and consent of Landlord shall have the right to enter upon the ROW, the Access Areas, and Non-ROW Systems to inspect, examine, and perform initial cleaning to jet wash and clear debris and to apply for and obtain all licenses and permits required for Tenant's use of them as the Premises from all applicable governmental or regulatory entities. Tenant shall also have the ability, upon prior written approval of the Landlord at Landlord's sole discretion, to repair, in compliance with all applicable federal, state, and local laws, codes, regulations, and ordinances (collectively, the "Laws") related to such work, certain

defects within the ROW, the Access Areas, and Non-ROW Systems that Tenant identifies in any analysis of the ROW, the Access Areas, and Non-ROW Systems for use as the Premises as part of the installation and maintenance of its Facilities. Any such repair of the ROW, the Access Areas, and Non-ROW Systems performed by Tenant shall be undertaken solely at Tenant's expense and only upon express, prior written approval by the Landlord. Any damage caused by Tenant arising from or in any way caused by jet washing, inspection, repairs, or installation of Facilities, or any other action taken by the Tenant within the Non-ROW Systems that is not promptly repaired by the Tenant may be repaired by the Landlord and all expenses incurred by the Landlord billed to the Tenant. As damage to one part of the Premises can impact the Non-ROW Systems, and such repairs may be subject to OSHA compliance, payment of prevailing wage, and other applicable requirements for work on public property, nothing in this Lease prevents Landlord from promptly making any repairs or taking other actions related to the Non-ROW Systems, or causing the same to be done, and billing Tenant for the costs of such repairs and Tenant hereby agrees to reimburse Landlord for the same within thirty (30) days after receipt of an itemized invoice for same.

(c) Prior to installation of Tenant's Facilities, on an application form provided by Landlord, Tenant shall pay any applicable fees and apply for and obtain a revocable installation permit (a "Permit") for each and every installation of Tenant's Facilities so that Landlord can review the proposed space of each such installation for compliance with this Lease, including compliance with **Exhibit 2** and City Codes, compatibility with the Non-ROW Systems, and authorization rights. The cost of such Permits shall be established by the Landlord in accordance with Section 106-144 of the City's Code, as may be hereinafter amended or recodified, on a non-discriminatory basis. A Permit application shall describe the space of the Non-ROW Systems that Tenant proposes to attach to (including, specifically, the exact dimensions of the interior space of the piping proposed to be utilized), the method of attachment to such piping, the Facilities proposed to be attached to such piping (with exact dimensions), and any other information that the Landlord determines is applicable within the Permit application documents. A Permit request shall be reviewed by the Landlord and may be denied at Landlord's sole discretion, including if Landlord's review determines that any underlying easement rights granted to Landlord do not extend to the attachment of Tenant's Facilities. A Permit granted shall be limited to the specific interior space of piping within the Non-ROW Systems proposed by Tenant on the specific application. If Tenant shall need additional interior space within the Non-ROW Systems not specifically authorized in an issued Permit, Tenant shall submit for, and acquire, additional Permits prior to utilizing any additional space. Tenant agrees that it shall pay for any necessary title searches to ascertain the Landlord's rights to grant access to Tenant in areas of the Non-ROW Systems proposed within a Permit application. Tenant shall have six (6) months from the issuance of a Permit to complete any installation work approved, as the same may be reasonably extended by Landlord upon a showing of good cause. Failure to complete such work within said timeframe shall result in that specific Permit being null and void. Upon completion of the work authorized in a Permit, Tenant shall promptly provide to the Landlord as-built schematics of the Facilities installed. The Parties agree that these submitted as-built documents shall be integrated into **Exhibit 1** and shall constitute expansions of the Premises. Failure of the Tenant to submit these as-builts in a timely fashion shall be deemed a breach of this Lease.

2. Term.

(a) The Lease shall become effective on the Effective Date, as defined below in § 4(b). During the initial period of one (1) year (the "Pre-Commencement Term") Tenant and Landlord shall coordinate to ascertain appropriate routes within the Non-ROW Systems that are suitable for Tenant's Facilities. This Pre-Commencement Term may be extended by mutual written agreement by the Parties. If at the conclusion of the Pre-Commencement Term no viable routes are ascertained for Tenant's Facilities and Tenant's Permitted Use (as defined in Section 3 below), then this Lease shall terminate. Tenant shall be liable for any additional costs to Landlord in ascertaining these routes, including for title searches for the Non-ROW Systems as described in this Lease. Once routes have been ascertained, Tenant may apply for Permits during this Pre-Commencement Term.

(b) The commencement date of the term of this Lease (the "Commencement Date") shall be the date of issuance of Tenant's first valid Permit for construction of its Facilities pursuant to § 1.3(c) above, and the term shall extend for a period of **twenty (20) years** commencing on the Commencement Date and ending on the last day of the calendar month in which falls the twentieth (20th) anniversary of the Commencement Date (the "Expiration Date"). Landlord and Tenant shall memorialize the occurrence of the Commencement Date signed by Tenant and Landlord's Director of Public Works or designee.

(c) If Tenant remains in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be at sufferance and subject to double the Rent (as defined in § 4 below) in effect immediately prior to such holding over until the sooner of a new written agreement authorizing such use is in place or removal of occupancy and all Facilities from the Premises, including any restoration requirements under this Lease, in addition to any other damages as may be available in law or equity.

3. Permitted Use.

(a) The Premises may be used by Tenant only for the following permitted use: (i) the installation, maintenance, upgrade, repair, replacement, and relocation of fiber optic cables, wires, ducts, conduit, micro tubes, attachment bolts, modular cable trays and covers, fiber laterals, handholes, auxiliary equipment, and related components on the interior walls of the piping located throughout the Premises, substantially as such are shown and described on the attached **Exhibit 2** (collectively the "Facilities"); (ii) the leasing of fiber, conduit, and/or duct to commercial customers in the Premises, provided that such customers shall have no right of physical possession or ownership, including ownership of any residual interest or remainder in Licensee's Facilities, or physical access to the Premises; and (iii) transmission and reception of communication signals from the same to the extent that Tenant is certificated under applicable Laws as a competitive local exchange carrier; provided that if Tenant is authorized under applicable Laws as a competitive local exchange carrier to transmit and receive communications signals, Tenant shall notify Landlord in writing that it plans to use the Facilities to conduct this business (collectively, "Tenant's Permitted Use").

(b) Tenant represents and warrants to Landlord that the Facilities will be operated now and shall continue in the future to be operated, managed, and maintained in compliance with all applicable federal, state, and local laws, rules, regulations, and orders (the "Laws"), including without limitation Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written request, with all documentation evidencing current compliance with this Lease, including the Laws on an ongoing basis during the term of this Lease.

(c) Tenant shall, as a condition of the Lease, comply with the requirements of the City's Code of Ordinances and the Parties' Rights-of-Way Use Agreement for Communications Facilities of even date with this Lease (the "Agreement"), including but not limited to the requirements for maintenance, relocation, and removal of the Facilities upon abandonment.

(d) Tenant shall, within eighteen (18) months of issuance of Permits, complete the initial construction of its Facilities and commence offering commercial dark-fiber services within the City to customers. Tenant shall also be obligated, absent technological, environmental, or interference issues, to keep its Facilities operational for at least three (3) calendar years from the execution of this Lease, subject to the superseding provisions of §§ 10(b) through (f) below.

(e) No later than thirty (30) days after receipt of notice by Landlord that the Facilities are no longer in operation and therefore treated as abandoned, or of Tenant's abandonment of its Facilities at any location within the Non-ROW Systems, Tenant shall remove its Facilities and replace or restore any damage or disturbance in accordance with Section 11 herein. If Landlord is mistaken regarding its notice to Tenant and the Facilities are still in operation, Tenant shall promptly notify Landlord with information indicating that Tenant's Facilities are still in operation at that location. Landlord shall be entitled to all reasonable costs, at its discretion, incurred by removal and enforcement for any violation of this provision. In lieu of removal, Landlord may, upon written application from Tenant, allow Tenant's Facilities or portions thereof to remain in place if the Landlord determines, at its sole discretion, that it is in the best interest of the public health, safety, and general welfare, and conducive to the integrity of the Non-ROW Systems to do so.

4. Rent; Payments.

(a) Tenant agrees to pay the City for its Facilities located in the Non-ROW Systems at a rate of one thousand five hundred dollars ($1,500.00)/month for the first (1st) mile of linear Facilities, or part thereof, plus a monthly fee of $0.2448 per linear foot for each additional linear foot of Facilities located in the Non-ROW Systems ("Rent"). The Rent shall be increased by two percent (2%) over the Rent then existing at each yearly anniversary of the Commencement Date. Rent shall be payable in advance at the beginning of each quarter (January 1, April 1, July 1, October 1) and shall be calculated based on the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter. For the avoidance of doubt, although such quarterly payments of Rent shall be paid in advance, each such payment shall reflect and be based on the aggregate total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter, and the parties agree that no

reconciliation or true-up shall be utilized with respect to the actual aggregate of linear feet of Facilities located in the Non-ROW Systems during the quarter for which Rent has been previously prepaid. Such payment shall also include a quarterly submission by Tenant of an affidavit, signed as true, stating the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter and payment of Rent made. Additionally, on an annual basis by January 1, Tenant shall submit an affidavit certifying as true each statement submitted for the previous calendar year. If any statement for the previous calendar year was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the Rent owed, then such additional amount owed, including with interest on said amount as provided herein, shall be submitted with the affidavit. Payments due Landlord under this Lease and not paid when due shall accrue interest from the due date at the lesser of one and half percent (1.5%) per month or the highest rates allowable under applicable Laws until paid. Landlord or its designated representatives shall have the right to inspect, examine, or audit, during normal business hours and upon seven (7) calendar days' notice, all documents, records, or other information that pertains to the Tenant's Facilities, Rent, or any other Tenant obligations under this Lease.

(b) Special Permit Fee. The parties understand and agree that Tenant shall not pay Rent under § 4(a) above with respect to its Facilities that may have been permitted during a particular calendar quarter but not yet constructed at the beginning of the following quarter when the Rent payment is due (collectively "Non-Constructed Facilities" or "NCFs"). Because the parties wish to avoid the administrative burden of instituting a reconciliation process for the partial payments that may be owing with respect to such NCFs, Tenant and City agree that Tenant shall pay a special permit fee (the "Special Permit Fee") of Two Hundred Fifty Dollars ($250.00) per thousand feet of linear Facilities upon application for the installation of all such Facilities, which Special Permit Fee shall substitute for any Rent that may be owing at the beginning of each quarter with respect to any NCFs that may have been permitted during the previous calendar quarter. Commencing with the Rent payment due for each subsequent calendar quarter, the full Rent shall be payable with respect to any as-yet unconstructed NCFs, regardless of their then-current construction status. Tenant and City agree that the payment of the Special Permit Fee is fair and equitable inasmuch as it approximates that maximum Rent that would otherwise be due and owing with respect to any NCFs permitted during the previous calendar quarter. The amount of the Special Permit Fee shall be increased by two percent (2%) over the Special Permit Fee level then existing at each yearly anniversary of the Commencement Date.

(c) Effective Date. This Lease shall become effective upon the latter signature date of Landlord or Tenant ("Effective Date").

(d) Tenant shall, upon submission to Landlord of the executed Lease, also pay Landlord, in addition to any amount owed for Rent, a single additional payment in the amount of Ten Thousand and no/100 Dollars ($10,000.00) to in part compensate the City for its legal, engineering, and/or other costs associated with the negotiation and execution of this Lease. Such payment shall also be in addition to any required permitting or inspection obligations or fees otherwise required.

5. Interference/Relocation/Permit Revocation.

(a) Tenant shall not use the Premises or the Access Areas in any way which interferes with the use of the Non-ROW Systems by Landlord or the purposes for which the Non-ROW Systems are dedicated, or by tenants or licensees of Landlord holding rights to the Non-ROW Systems on the Effective Date of this Lease, except as otherwise provided by applicable Laws or Agreement of the Parties.

(b) Landlord reserves the right, privilege, and authority to continue to use and occupy the Non-ROW Systems for any purpose whatsoever, including without limitation, the modification, maintenance, repair, restoration, or replacement of its facilities within the Non-ROW Systems or the ROW, or the sale or lease of the Non-ROW Systems, or any portion of the Non-ROW Systems; except Landlord hereby covenants that it shall not knowingly enter into any lease, license, or other agreement pursuant to which a third party is authorized to use the Premises so as to interfere with Tenant's Permitted Use at the time of such lease, license, or agreement.

(c) Tenant accepts the Lease with the reservations in this Lease and further agrees that, if Landlord's public use or public occupancy interferes with Tenant's Permitted Use, Tenant will, if practicable and at its sole cost and expense, modify or relocate the Facilities in the Non-ROW Systems to make Tenant's Permitted Use compatible with Landlord's use or occupancy, and such modified or relocated site shall constitute the Premises. If modification of Tenant's Facilities in a specific space within the Premises is impracticable, such specific Permit authorizing such attachment within that area shall terminate. If modification or relocation is impracticable in all places throughout the Non-ROW Systems wherein Landlord could authorize Tenant's Permitted Use in the judgment of the Tenant, and Permits are not granted to modify or relocate Tenant's Facilities in a manner that is sufficient for Tenant to continue to provide services, then this Lease shall terminate upon notice of such from Tenant, and any existing Permits shall also terminate, and Landlord shall return any prepaid Rent, prorated to the date of termination. Nothing in this Subsection (c) shall terminate Tenant's obligations under this Lease to remove its Facilities or to restore the Premises, or effect any other continuing obligations of Tenant after termination of this Lease. Notwithstanding anything in this Lease, Landlord shall have the right to immediately revoke a Permit and request immediate removal of Tenant's Facilities for a specific location due to interference reasons upon prior written notice to Tenant. Nothing in this right shall relieve Landlord from working with Tenant to find a suitable replacement location, however.

(d) If the interference in Subsection (c) is temporary, for example, the need to remove the Facilities for Landlord to repair or maintain the Non-ROW Systems hosting the Premises, then Tenant may install temporary or mobile facilities to accomplish Tenant's Permitted Use; provided, however, that, to facilitate such temporary use, the Tenant shall submit information to the Landlord indicating where Tenant proposes to locate such temporary or mobile facilities within the Non-ROW Systems and acquire from the Landlord written approval for such location(s) prior to installation of such temporary or mobile facilities within the Non-ROW Systems.

(e) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC, except to the extent any such claims relate to any police, public works, or other City or other governmental users on the Premises or the Non-ROW Systems for which interference is prohibited and the City or governmental use shall prevail. In the event Landlord observes interference of the City or governmental uses by Tenant, it may give written notice of such interference and Tenant shall take immediate action to cease such interference. Failure by Tenant to immediately cease any such interference shall be deemed a material breach of this Lease and Landlord may immediately send notice that the specific Permit for such location is revoked. Thereafter, Tenant must take immediate action to remove its Facilities and otherwise restore the area in accordance with Section 11 herein.

(f) It is understood that Landlord from time to time, will need to repair, maintain, replace, install, construct, or modify the Non-ROW Systems or perform planned or emergency service that may affect Tenant (the "Work"). Landlord agrees to provide Tenant with not less than thirty (30) days' prior written notice of the Work, along with a schedule showing anticipated dates and duration of such Work, except in the event of emergencies as reasonably determined by Landlord. Following notification of such Work, Tenant shall at its cost, if so requested by Landlord, remove, secure, relocate, and/or protect its Facilities during the entire duration of the Work. The cost of City-initiated Work shall not be the responsibility of Tenant, except any additional reasonable costs incurred to perform such Work due to the installation or presence of the Facilities shall be borne by Tenant. Tenant may install temporary Facilities at Tenant's cost during such Work under such reasonable conditions as established by Landlord and within a location pre-approved in writing by Landlord.

(g) It is further understood that from time to time Landlord may, in the public interest, necessity, or convenience or for public projects require the Non-ROW Systems, and Tenant's Facilities located therein shall be relocated at Tenant's sole expense. This public interest or public project may include the City's abandonment of any section of the Non-ROW Systems or may include street widening projects or expansion of the Non-ROW Systems. Such relocation shall be performed by the Tenant within the timeframes established by Landlord. The Permit issued for such affected space shall be null and void, and the City shall issue a new Permit for the relocated space.

(h) Any third party having facilities within the Non-ROW Systems under a validly issued permit or other authorization may make a request for adjustment, relocation, or temporary dislocation of Tenant's Facilities, and Tenant shall, after reasonable advance written notice by the third party adjust, relocate, or temporarily dislocate its Facilities to accommodate such third party, and the actual cost reasonably incurred by the Tenant shall be paid by the third party requesting such adjustment, relocation, or temporary dislocation. Tenant may require payment from the third-party in advance.

6. Maintenance, Repair, and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair, or replace the Facilities.

(b) Tenant shall have the right to modify, supplement, replace, or upgrade the Facilities within the Premises at any time during the term of this Lease if consistent with the design, location, size, and orientation of the Facilities on **Exhibit 2**; provided, however, that any such modification, supplement, replacement, or upgrade shall first be reviewed by Landlord for Landlord to determine and approve that such complies with the terms of this Lease and applicable codes, such approval not to be unreasonably withheld, conditioned, delayed, or denied. Review by Landlord may be approved on the building permit or excavation permit, whichever is applicable in the specific request. The Facilities installed by Tenant shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease. Tenant shall repair any and all damage to the Premises, the Non-ROW Systems, Access Areas, the ROW, and any other property of Landlord resulting therefrom, normal wear and tear excepted. Such removal of Facilities from the Non-ROW Systems may also require the grant of permits to insure such work is performed in a way that protects the integrity and operability of the Non-ROW Systems.

7. Utilities. Tenant shall pay any utility charges incurred in connection with Tenant's use of the Premises. Tenant shall, wherever practicable, install separate meters for utilities used on the Premises. Such separate meters for utilities used on the Premises shall also be subject to approval by the Landlord, and shall be designed to be minimally intrusive with the build environment of the City. In the event separate meters are not installed, Tenant shall pay pro-rata charges for all utilities reasonably attributed by Landlord to Tenant's use within thirty (30) days of being billed by Landlord for such charges.

8. Access. Landlord hereby grants Tenant the non-exclusive rights for ingress, egress, and access to the Premises and the Access Areas to service the Premises and the Facilities from 6:00 A.M. to 9:00 P.M., Monday through Friday, except that Tenant shall have access to the Premises at any time in the case of an emergency during the term of this Lease. Except in cases of emergency, Tenant shall notify Landlord of its intent to access the Premises. No excavation work shall occur on City weekends or holidays except in the case of an emergency and in accordance with the City Code Section 106-144.4 specifically related to emergency work in the ROW, as may be hereinafter amended or recodified. Any rights provided hereunder shall have the same term as this Lease. Tenant acknowledges that, since the Non-ROW Systems are used as a public utility, reasonable security measures may be maintained and implemented at any time by Landlord as may be deemed appropriate in the public interest and that such reasonable security measures shall not be deemed to be an interference with Tenant's rights hereunder.

9. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue; or

(b) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period; or

(c) if the Facilities or Tenant's use of the Premises are not in compliance with this Lease, any issued permits therefore, or the Laws beyond any applicable cure period.

10. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) upon twenty (20) days' written notice in the event of a Default after Tenant's failure to cure within the time allowed for cure hereunder;

(b) upon ninety (90) days' written notice by Tenant if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or any applicable governmental or regulatory entity approval necessary for the construction and/or operation of the Facilities or Tenant's use of the Premises;

(c) upon ninety (90) days' written notice by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that based on a material interference with use of the Premises resulting from the acts of Landlord or an act of God or from other natural forces, Tenant's use of the Premises is no longer feasible; provided Tenant shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;

(d) at the time title of all or a portion of the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, and Tenant shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Premises to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(e) upon ninety (90) days' written notice by Tenant in the event there is a formal governmental environmental investigation initiated as to the Non-ROW Systems, not involving or caused by Tenant's use of the Premises, that causes Tenant to conclude, in Tenant's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Tenant to undue risk of third-party liability; or

(f) upon ninety days (90) days' written notice by Tenant to Landlord, if Tenant determines, in its reasonable discretion, that the Premises are no longer feasible due to technological or environmental reasons.

11. Obligations upon Termination or Expiration. Upon termination of this Lease or a specific Permit, including termination upon expiration of this Lease, Tenant shall remove the Facilities from the Premises, repair any damage caused thereby, and shall surrender the Premises and the Access Areas in as good order and condition as when first occupied by Tenant, ordinary wear and tear and damage not caused by Tenant excepted. Termination or expiration of this Lease shall automatically terminate any and all issued Permits. Any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of the ninety (90) day period, become the property of Landlord,

unless rejected by Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property. In the event of termination by Tenant other than for (i) material uncured breach by Landlord or (ii) termination by virtue of impracticality or infeasibility as provided in § 5(c) above, Tenant shall be obligated to pay as liquidated damages an amount equal to one (1) year of the Rent that would have been due during the remainder of the initial term of the lease.

12. Insurance and Subrogation. Tenant shall provide Commercial General Liability Insurance from a company authorized to do business in the state, with a rating by Best of not less than "A minus," and, unless otherwise approved by the City Council at its sole discretion, in an aggregate amount of not less than $3,000,000.00 per occurrence and in the aggregate. Such insurance shall name Landlord as an additional insured on the policy or policies with full and equivalent coverage as the insured under the insured's policy, and in no event less than the then current sovereign immunity limits established by R.S.Mo. § 537.610 ("Sovereign Immunity Limits") (which is, upon the Effective Date of this Lease, $2,940,868.00); provided nothing herein shall be deemed to waive the City's sovereign immunity. The City's additional insured coverage shall have no deductible. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain. All such policies shall provide that they may not be canceled except upon thirty (30) days prior written notice to Landlord and provide defense coverage without deductible. Proof of compliance with this requirement, including current and duly issued certificates of insurance, or copies of the policies if so requested by Landlord, shall be maintained with Landlord at all times during the Lease. Any self-insurance must be declared to and pre-approved by the City.

13. Default by Tenant; Hold Harmless. Tenant agrees to indemnify, defend with Landlord's choice of counsel, and hold Landlord harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair, or removal of the Facilities, Premises, or Access Areas, or from the breach or default of this Lease by Tenant, unless such costs and expenses are solely attributable to the wrongful acts, omissions, or negligence of Landlord, its employees, agents, or independent contractors. If the Landlord retains legal counsel as a result of claims against Landlord that are associated with Tenant's construction, installation, use, maintenance, repair, or removal of the Facilities, the Premises, or Access Areas, or from the breach or default of this Lease by Tenant, Tenant shall pay Landlord's reasonable attorneys' fees and court costs. Tenant shall also hold Landlord harmless for any claims, including trespass or inverse condemnation, relating to Landlord's issuance of Permits, or any other authorization, for Tenant to install, repair, modify, or remove the Facilities. Tenant acknowledges that the physical condition of the Premises as of the Effective Date does not constitute a wrongful act, omission, or negligence of Landlord. Nothing in this Section shall be deemed to limit any other remedy Landlord may have pursuant to this Lease or in equity or at law. Notwithstanding anything to the contrary herein, neither Landlord nor Tenant shall be liable to the other in connection with this Lease for indirect, consequential, exemplary, or punitive damages.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (and deemed delivered upon receipt) if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses, or such other address that may be specified in writing at any time during the term of this Lease:

If to Landlord, to:

CITY OF JOPLIN
602 South Main Street
Joplin, MO 64801-2316
Attn: City Manager
Copy to: Legal Department

If to Tenant, to:

CABLERUNNER USA, LLC
Attn: Contracts Administration
c/o Perl Grossman & Associates LLP
3000 Marcus Avenue, Suite 3E6
Lake Success, NY 11042-1006

with a copy to:

CABLERUNNER USA, LLC
Attn: Vice President Government Relations
5902 Mount Eagle Drive, Suite 1517
Alexandria, VA 22303-2522

15. Quiet Enjoyment, Title, and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iii) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

16. Environmental Laws.

(a) Tenant represents, warrants, and agrees that it will conduct its activities on the Non-ROW Systems in compliance with all applicable Environmental Laws (as defined in the attached **Exhibit 3**).

(b) Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees that Landlord may suffer due to the existence or discovery of Hazardous Substance (as defined in the attached **Exhibit 3**) on the Non-ROW Systems or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Non-ROW Systems. Tenant shall not be required to indemnify the Landlord under this subsection for the negligence or willful misconduct of the Landlord and in the event of joint and several negligence or fault of both Landlord and Tenant, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Missouri, without, however, waiving any

governmental immunity available to Landlord under Missouri law and without waiving any defense of the parties under Missouri law.

(c) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

17. Assignment and Subleasing.

(a) Tenant may not assign this Lease or sublease the Premises or any portion thereof without first obtaining Landlord's prior written consent, at Landlord's discretion. Such consent shall not be unreasonably withheld or delayed.

(b) As an exception to the foregoing, Tenant may assign this Lease and its other rights hereunder (including, without limitation, its right to extend), to any person or business entity which (i) is a parent or subsidiary of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) purchases a majority or controlling interest in the ownership or assets of Tenant, provided such transactions are not designed as a means to effect transfer of ownership to an otherwise unrelated entity and Landlord is provided notice of the same with new contact information within thirty (30) days of the assignment.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Facilities, and may assign this Lease and the Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree in a writing that accompanies the notice to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Tenant shall reimburse Landlord for Landlord's reasonable costs in reviewing and consenting to such leasehold financing. Landlord agrees to notify Tenant and such Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure by Landlord to notify Mortgagees of any default shall have no effect upon the effectiveness of such notice to Tenant.

18. Successors and Assigns. This Lease shall run with the Premises, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed trade fixtures and/or personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws.

20. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure

within thirty (30) days after receipt of such written notice from Tenant, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Tenant may, at its option, terminate the Lease pursuant to Section 10 herein, or may seek specific enforcement of the Lease, if otherwise available in law or equity, provided that Tenant shall not be entitled to file any action against Landlord or its officers, agents, or employees for damages, including for costs or attorneys' fees, pursuant to this Lease or for breach thereof.

21. Miscellaneous.

(a) This Lease shall be construed in accordance with the laws of the State of Missouri. This Lease creates no third-party beneficiaries.

(b) Landlord shall be entitled to its costs and reasonable attorneys' fees for enforcement of any provision of this Lease against Tenant or in any action arising under this Lease to which Landlord is prevailing party.

(c) This Lease, together with the ROW Use Agreement executed by Tenant concurrently with the parties' execution and delivery of this Lease to each other, constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. Any amendments to this Lease must be in writing and executed by both parties.

(d) The parties acknowledge that this Lease is a lawful and enforceable contract between them, that they entered into this Lease voluntarily, and that they have full authority to sign this Lease. Tenant and Landlord agree that the Lease is a lawful lease and agree not to challenge any provision herein as unlawful or unenforceable.

(e) Nothing herein and no reference to Landlord shall be deemed to limit or interfere with Landlord's regulatory authority or police powers as a political subdivision or governmental entity, and nothing herein shall be deemed to waive application of any federal, state, or local law or obligation of Tenant or any other party.

(f) This Lease may be executed in one or more counterparts.

LANDLORD: CITY OF JOPLIN	**TENANT: CABLERUNNER USA, LLC**
By: _____	By: _____
Name: _____	Name: Chad Rasmussen
Title: _____	Title: President & CEO
Date: _____	Date: 11/1/21

EXHIBIT 1

[Premises and Access Area]

The Premises shall constitute that portion of the Non-ROW Systems wherein Licensee is authorized by specific, individual Permits to locate its Facilities, as depicted hereunder and may hereinafter be amended. The Access Areas of the ROW shall include manholes or other entry points into the Non-ROW Systems in or directly adjacent to the Premises that would allow Tenant to place its Facilities within the Non-ROW Systems, all as generally depicted in the map below and in the as-built drawings required under § 1(c) above or as otherwise approved in writing by Landlord:

EXHIBIT 2

[Facilities]

CableRunner Documentation

CableRunner products: Technical specifications and documentation

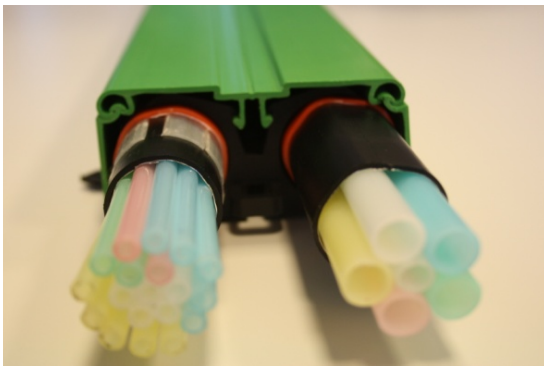


© CableRunner International, 2019

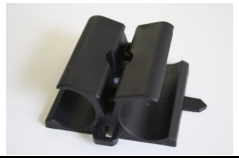
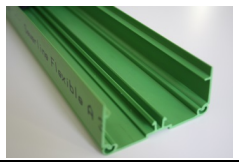
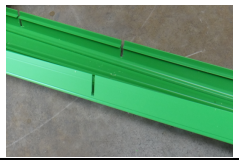
3. SewerLine Flexible A

3.1. Basic information

Usage area	In accessible sewers: minimum 800mm, no maximum diameter
Dimensions	Height: 36mm, width: 82mm
Capacity	Up to 1,440 fibers
Installation	Manual

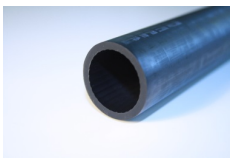


3.2. Product components

Product	Material	Sample picture
Mounting clip	Main component ABS	
Cover straight	Main component PVC	
Cover horizontal	Main component PVC	
Cover vertical	Main component PVC	
Connection box	Main component PP	

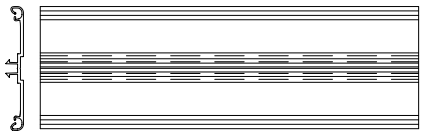
3.3. Cable housing

The SewerLine A profile can house two pieces of any cable with a diameter of 32mm. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
5*10mm Modular Cable System	MCS: 32mm outer diameter, tubes: 10/8mm	
19*5mm Modular Cable System	MCS: 32mm outer diameter, tubes: 5/3.5mm	
Cable Protection tube	27/32mm	

3.4. Drawings

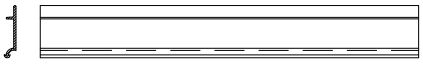
coverage top - top view scale 1:2



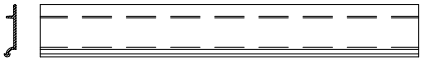
coverage top - buttom view



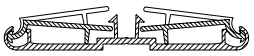
side frame - introversive view



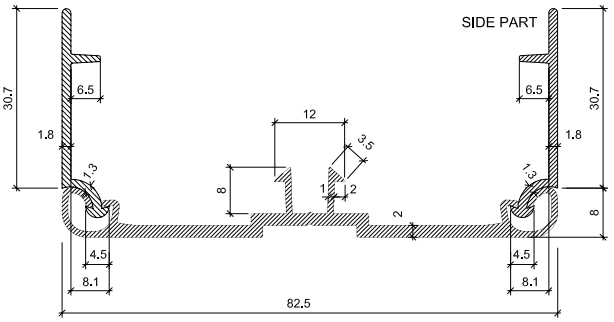
side frame - outside view



scale 1:1



cross section scale 2:1



material operating figures - COVERAGE TOP:

material:	[redacted]
deformation resistance to Martens:	[redacted]
deformation resistance to Vicat:	[redacted]
tensile strenght:	[redacted]
ultimate strain:	[redacted]
limit bending stress:	[redacted]
elastic modulus:	[redacted]
order number:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 2:1 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
COVERAGE TOP
all dimension in mm

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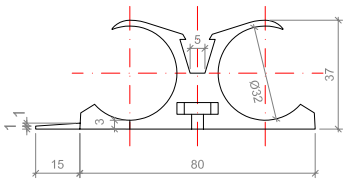
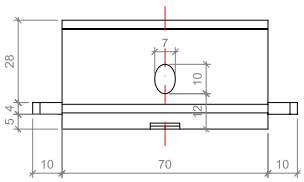
date	signature	PLAN.No.	version
9.12.2004			01

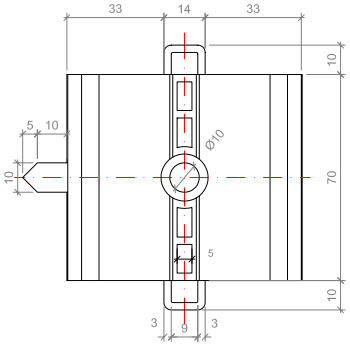
frontal view



side view



top view



materlal operatlng flgures:

MOUNTING CLIP

materlal:	[redacted]
order number:	[redacted]

FRAME ANCHOR

counter sunk bolt (6)

material:	[redacted]

anchor

materlal:	[redacted]
type:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

WASHER

materlal:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
"MOUNTING CLIP"

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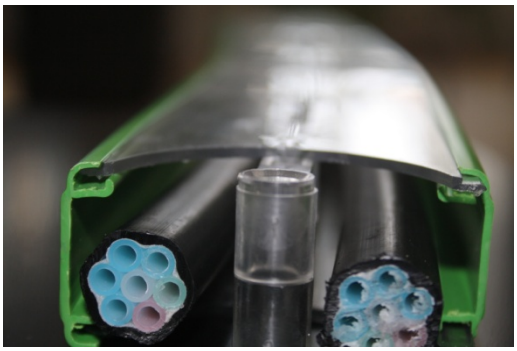
date	signature	PLAN.No.	version
9.12.2004			01

4. SewerLine Flexible N

4.1. Basic information

Usage area	In non-accessible sewers: 250 to 800mm diameter
Dimensions	Height: 30mm, width: 68mm
Capacity	Up to 1,152 fibers
Installation	Robot technology



4.2. Product components

Product	**Material**	
Body part	Main component PP	
Side part	Main component PVC	

4.3. Cable housing

Each of the 2 SewerLine N profile chambers can house up to four loose 10mm tubes, up to seven 5mm tubes in a compound or just standard fiber cables. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
10mm blowing tubes (up to 4 times)	10/8mm	
7x5mm blowing tubes compound	17mm, 5mm tubes: 5/3.5mm	

4.4. Drawings

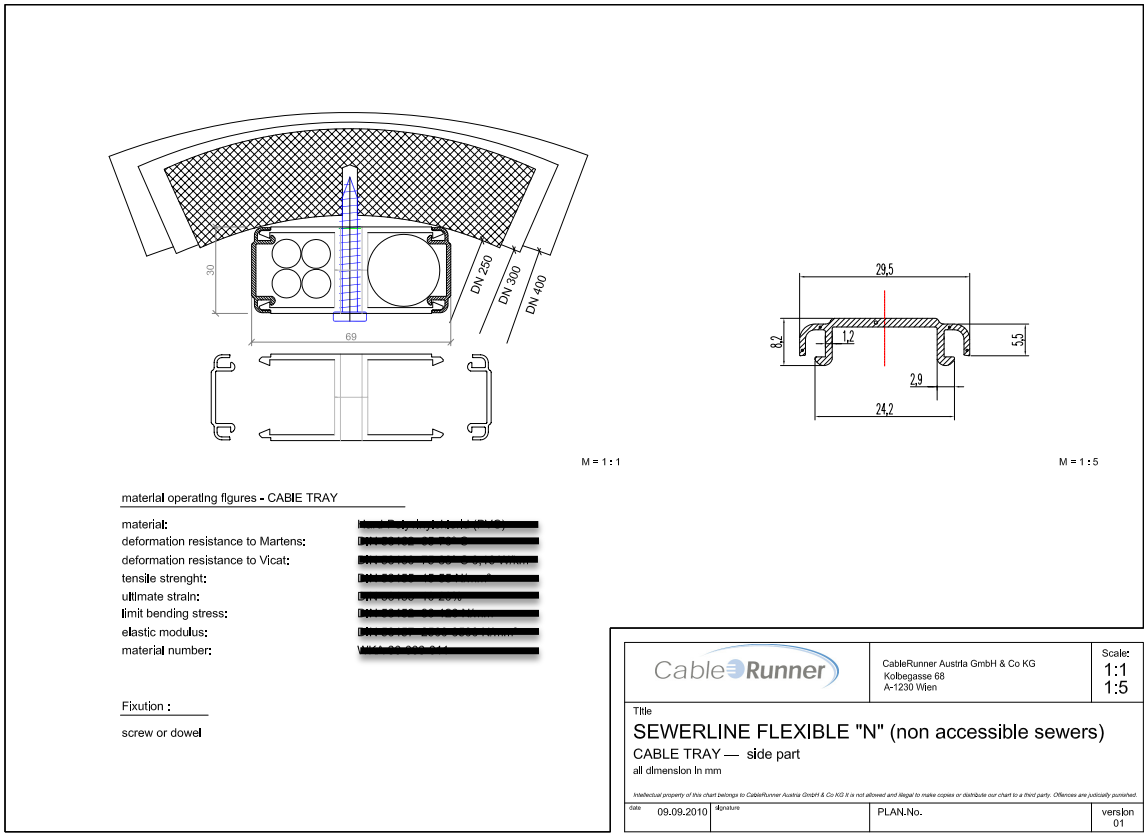

30
69
DN 250
DN 300
DN 400
M = 1 : 1
29,5
8,2
1,2
5,5
2,9
24,2
M = 1 : 5
materlal operatlng flgures - CABIE TRAY
material:
deformation resistance to Martens:
deformation resistance to Vicat:
tensile strenght:
ultlmate strain:
limit bending stress:
elastic modulus:
material number:
Fixution :
screw or dowel
CableRunner
CableRunner Austria GmbH & Co KG
Kolbegasse 68
A-1230 Wien
Scale:
1:1
1:5
Title
SEWERLINE FLEXIBLE "N" (non accessible sewers)
CABLE TRAY — side part
all dimension in mm
Intellectual property of this chart belongs to CableRunner Austria GmbH & Co KG. It is not allowed and illegal to make copies or distribute our chart to a third party. Offences are judicially punished.
date 09.09.2010
signature
PLAN.No.
version
01

EXHIBIT 3

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Missouri state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state, or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state, or local laws or regulations or order; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their byproducts.

INDEX OF DEFINED TERMS

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Expiration Date 3
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Laws 4
Lease 1
Mortgagees 12
Parties 1
Permit 2
Premises 1
Proprietary Property 1
Rent 4
Sovereign Immunity Limits 10
Tenant 1
Tenant's Permitted Use 3
Work 7

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-173 - Construction Agreement for Mill and Overlay 2022

MEETING DATE
December 6, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2021-173 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Blevins Asphalt Construction Company Inc. for the milling and overlaying of streets in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) which includes provisions for asphaltic concrete index adjustments up to Seventy-Five Thousand Dollars and No Cents ($75,000.00) for the construction of the Mill and Overlay 2022 Project.

BACKGROUND
City staff annually evaluates the pavement conditions of the city street system using the Pavement Surface Evaluation and Rating (PASER) system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity, and ride quality. Streets or parking lots may be added or deleted from this list. The Annual Resurfacing Project Budget provides for these street needs. Street resurfacing consists of a 2-inch average milling and asphalt overlay. Much of the 2022 Resurfacing area is within the tornado zone and has seen improvements through the many Disaster Recovery Projects. As such, many streets outside of the normal 7-year rotation have been added to this year's contract. This contract is also being used to make asphalt repairs following two stormwater projects that installed or are installing pipe under the roadway.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on November 23, 2021. Blevins Asphalt Construction Company Inc. was the low bidder. The bid was within 5% of the engineer's estimate. City staff will provide construction inspection services.

$1.5 million dollars were budgeted for the previous mill and overlay contract; however, the previous contract was only approximately $1.2 million. Items were identified that needed to be done in addition to the base contract items. Theses items could either have been added by change order to the previous contract or added to the 2022 contract. Due to the busy schedule of the contractor, these items were added to this contract instead of the previous contract. As such, this council bill includes an appropriations adjustment to the FY 2021-2022 budget, increasing expenditures in the amount of $320,686.00 in the Transportation Sales Tax Fund.

FUNDING SOURCE
Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2021-173 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) for the Mill and Overlay 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-523 be amended by increasing appropriations by the total amount of Three Hundred Twenty Thousand, Six Hundred Eighty-Six Dollars and No Cents ($320,686.00).

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

Section 5. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax, appropriations having been approved in the 2021-2022 city budget.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

Council Bill 2021-173

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND BLEVINS ASPHALT CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Blevins Asphalt Construction Company Inc. Address: P.O. Box 230 Mt. Vernon, MO 65712	
Attention: Dakota Rusk		Attention: Jeran Cordova	
Department: Public Works – Engineering		Phone: (417) 466-3758	Fax: (417) 466-7914
Phone: (417) 624-0820	Fax: (417) 625-4738	Mill and Overlay 2022	

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Mill and Overlay 2022

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by June 30, 2022, with a date to proceed of March 1, 2022, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million, Nine Hundred Sixteen Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,916,264.67) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered

in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $2500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $500.00 for every day in excess of 3 calendar days between milling and paving, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million, Nine Hundred Sixteen Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,916,264.67) dollars, said amount being subject to any approved addenda or change order. **This contract includes price indexing for asphalt.**

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

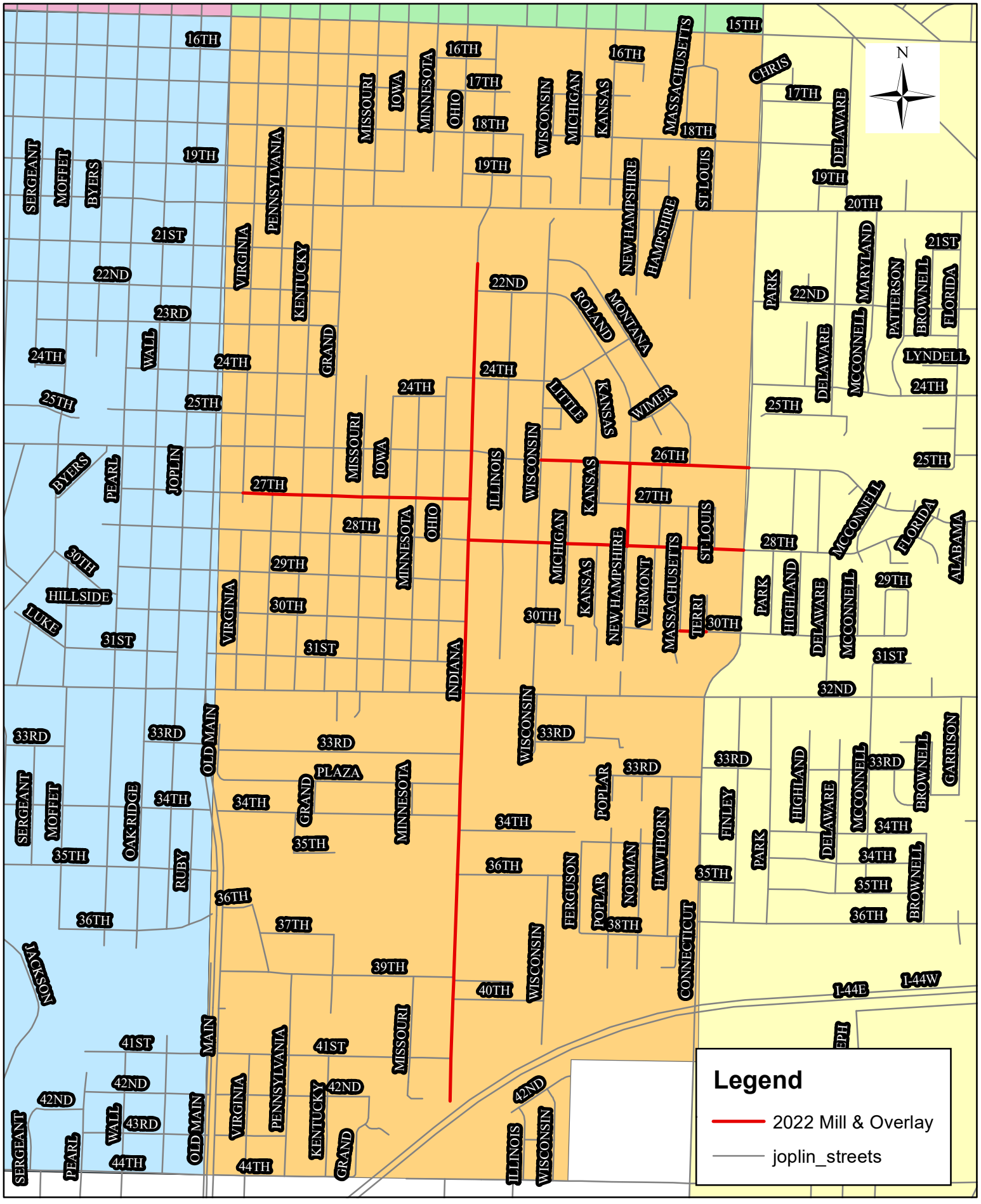
BID TABULATION

PROJECT: Mill and Overlay 2022

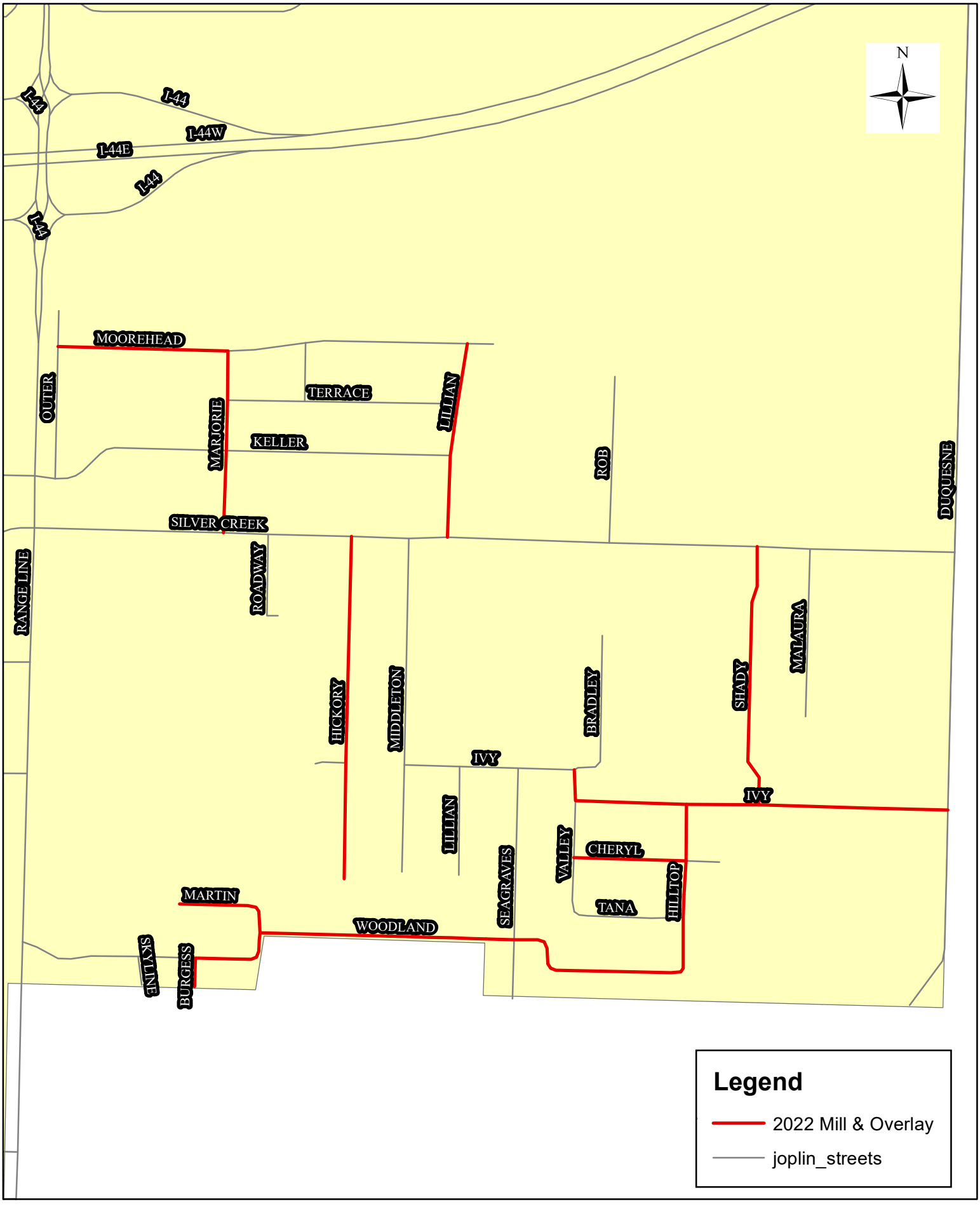
DATE OF BID OPENING: November 22, 2021

CONTRACTOR	BID
Blevins Asphalt	$1,916,264.67
Engineer's Estimate	$1,878,659.56

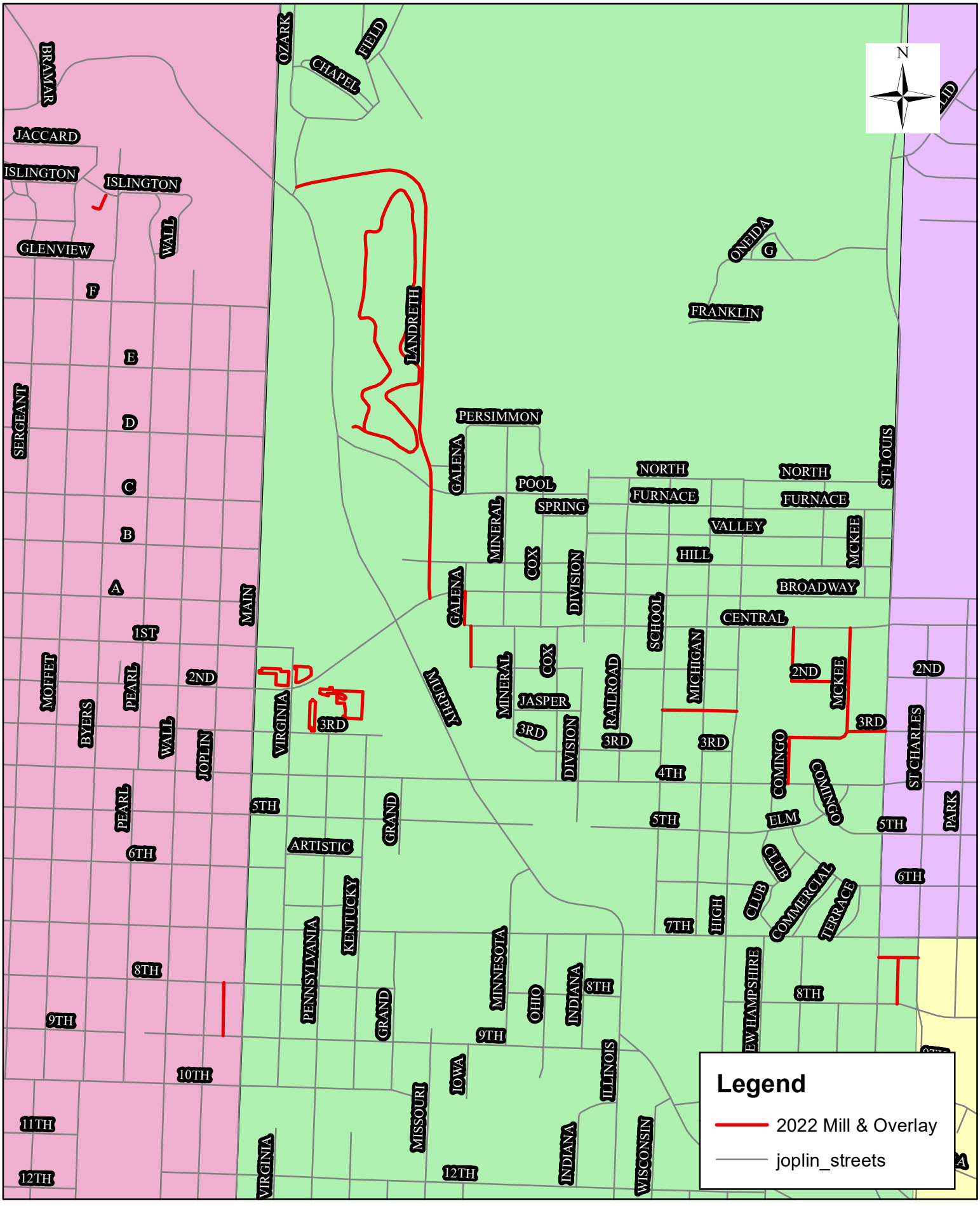
2022 Street Program



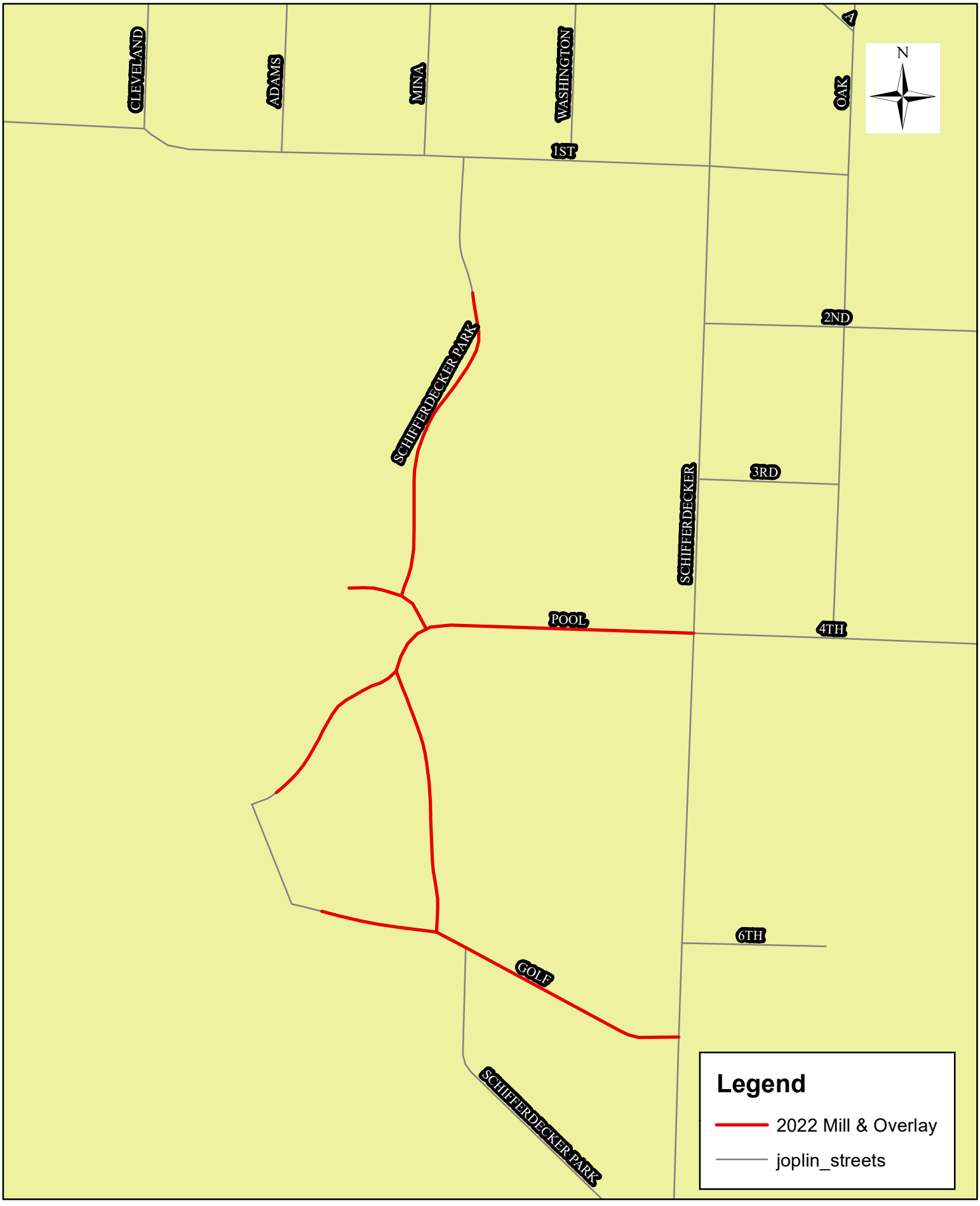
2022 Street Program



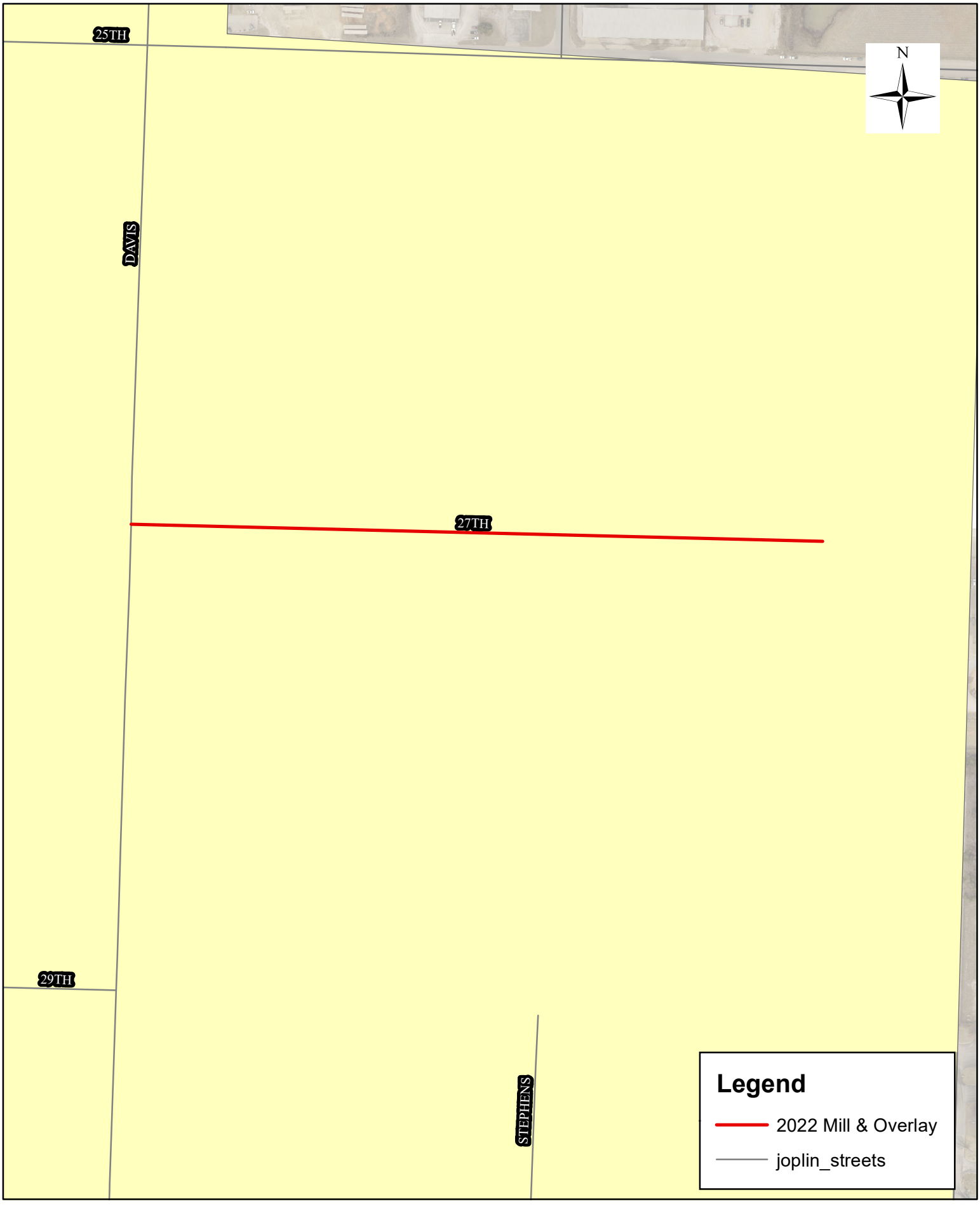
2022 Street Program



2022 Street Program



2022 Street Program



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-409 – approving a public service agreement to fund the Homeless Management Information System.

MEETING DATE
December 6, 2021

REVIEWED BY
Director of Planning, Development and 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 The Joplin Homeless Coalition for 2021 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B21MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2021 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2021-409, 2021 Homeless Coalition Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2021 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2022 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2021 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

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

B. National Objectives

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

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

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2021 and end on the 31st day of December of 2022.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-21-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(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:

_____

COUNCIL BILL NO. 2021-409 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2021 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2021 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2022 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2021 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

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

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

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

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Greninger	Housing Resource Coordinator	
Jennifer Graham	Housing Case Manager	

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2021 and end on the 31st day of December of 2022.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-21-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply

with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing

within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). 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 2021-410 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 6, 2021

REVIEWED BY;
Director of Planning, Development and 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 Economic Security Corporation for 2021 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B21MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2021 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
CB2021-410; Coordinated Entry Agreement

COUNCIL BILL NO. 2021-410 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2021 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney