JOPLIN CITY COUNCIL
6:00 P.M.
REGULAR MEETING AGENDA
MONDAY, DECEMBER 7, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Recognition And Appreciation Of Service For Outgoing Board Members Completing Their Terms During 2020

      Documents:

      B-C COMP TERMS 2020-RECOG 12-7-20.PDF
   2. Proclamation Recognizing Jasper County As An ACT Work Ready Community.

      Documents:

      ACT WORK READY.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report Presented By Chairman Morris Glaze.
   2. Health Department Update/Projected COVID Mitigation Efforts
   3. News From Public Information Officer Lynn Onstot
6. **Citizen Requests And Petitions**
   1. Jennifer Shotwell Would Like To Provide An Update On The Area Agency On Aging, Region X (Specifically The Joplin Senior Center) Services During COVID-19.
   2. Christopher Rouse Requested To Speak On The Mask Mandate.
   3. Brian Evans Requested To Speak On COVID-19
   4. Rodney Noran Requested To Speak On The Mask Mandate.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF
   2. COUNCIL BILL NO. 2020-275
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 7414 E 32nd St., City of Joplin, Newton County, Missouri.

      Documents:

CB 2020-275 MINUTES.PDF
CB 2020-275 STAFF REPORT.PDF
CB 2020-275 SUMMARY.PDF
CB 2020-275.PDF

3. COUNCIL BILL NO. 2020-276
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4301 S Rangeline Rd., City of Joplin, Newton County, Missouri.

Documents:

CB 2020-276 MINUTES.PDF
CB 2020-276 STAFF REPORT.PDF
CB 2020-276 SUMMARY.PDF
CB 2020-276.PDF

4. COUNCIL BILL NO. 2020-277
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 and including in District C-1 property as described below and located 1521 E. 20th St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-277 MINUTES.PDF
CB 2020-277 STAFF REPORT.PDF
CB 2020-277 SUMMARY.PDF
CB 2020-277.PDF

5. COUNCIL BILL NO. 2020-278
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 and including in District R-2 property as described below and located 1604 E. Central St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-278 MINUTES.PDF
CB 2020-278 STAFF REPORT.PDF
CB 2020-278 SUMMARY.PDF
CB 2020-278.PDF

6. COUNCIL BILL NO. 2020-279
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-2 and including in District C-2-HP property as described below and located 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-279 MINUTES.PDF
CB 2020-279 STAFF REPORT.PDF
CB 2020-279 SUMMARY.PDF
CB 2020-279.PDF

7. COUNCIL BILL NO. 2020-280
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Osborne Cemetery, City of Joplin, Newton County, Missouri.

Documents:

CB 2020-280 MINUTES.PDF
CB 2020-280 STAFF REPORT.PDF
CB 2020-280 SUMMARY.PDF
CB 2020-280.PDF

8. COUNCIL BILL NO. 2020-281

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Parkway Cemetery, City of Joplin, Newton County, Missouri.

Documents:

CB 2020-281 MINUTES.PDF
CB 2020-281 STAFF REPORT.PDF
CB 2020-281 SUMMARY.PDF
CB 2020-281.PDF

9. COUNCIL BILL NO. 2020-282
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Forest Park Cemetery, City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-282 MINUTES.PDF
CB 2020-282 STAFF REPORT.PDF
CB 2020-282 SUMMARY.PDF
CB 2020-282.PDF

10. COUNCIL BILL NO. 2020-283
AN ORDINANCE providing the street vacation approximately 120 feet of W. 11th St. lying East of S. Byers Ave. St. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-283 MINUTES.PDF
CB 2020-283 STAFF REPORT.PDF
CB 2020-283 SUMMARY.PDF
CB 2020-283.PDF

11. COUNCIL BILL NO. 2020-529
AN ORDINANCE approving an Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District.

Documents:

CB2020-529.PDF

12. COUNCIL BILL NO. 2020-530
AN ORDINANCE approving a Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and setting a date when this Ordinance shall become effective.

Documents:

CB2020-530.PDF

8. Consent Agenda

1. Minutes Of The November 16, 2020 City Council Meeting

Documents:

CC MINS.NOV. 16, 2020.PDF

2. Minutes Of The November 19, 2020 Special City Council Meeting

Documents:

NOV. 19 SPECIAL MTG MINS..PDF

3. COUNCIL BILL NO. 2020-163

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB2020-163.PDF

4. COUNCIL BILL NO. 2020-170

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB2020-170.PDF

5. COUNCIL BILL NO. 2020-171

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00) for construction of the Baker's Branch Interceptor Improvement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-171.PDF

6. COUNCIL BILL NO. 2020-172

AN ORDINANCE approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements Project ; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-172.PDF

7. COUNCIL BILL NO. 2020-173

AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 10th and Main Stormwater Project (TS0601) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-173.PDF

8. COUNCIL BILL NO. 2020-175

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) for the Mill and Overlay 2021 project; and authorizing the City Manager or his designee to execute the same by and

on behalf of the City of Joplin.

Documents:

CB2020-175.PDF

9. COUNCIL BILL NO. 2020-407

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2020-407.PDF

10. COUNCIL BILL NO. 2020-408

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2020-408.PDF

11. COUNCIL BILL NO. 2020-612

AN ORDINANCE approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-612.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-012
AN ORDINANCE employing Charles Lonardo as an Associate Municipal Judge for the City of Joplin and approving an Agreement with Charles Lonardo for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

   SUMMARY_CB2020-012 CHARLES LONARDO-ASSOCIATE MUNICIPAL JUDGE EMPLOYMENT CONTRACT_12-7-20.PDF
   CB2020-012_CHARLES LONARDO_ASSOCIATE MUNICIPAL JUDGE-EMPLOYMENT CONTRACT 12-7-20 MTG.PDF
   CHUCK LONARDO_ASSOCIATE MUNICIPAL JUDGE AGREEMENT 12-7-2020.PDF

2. COUNCIL BILL NO. 2020-177

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

Documents:

GS 2020-177 MODOT OPERATING ASSISTANCE GRANT.PDF

ORDINANCE 2020-177 MAPS GRANT.PDF
DOC111720-11172020143541.PDF

3. COUNCIL BILL NO. 2020-372
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 123 S. Oak Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred and 00/100 Dollars ($4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-372 BIDS.PDF
CB 2020-372 PICTURES.PDF
CB 2020-372 SUMMARY.PDF
CB 2020-372.PDF

4. COUNCIL BILL NO. 2020-373
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1034 Kentucky Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Forty-Nine and 00/100 Dollars ($3,349.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-373 .PDF
CB 2020-373 BIDS.PDF
CB 2020-373 PICTURES.PDF
CB 2020-373 SUMMARY.PDF

5. COUNCIL BILL NO. 2020-374
AN ORDINANCE approving the contract by and between the City of Joplin and Big John′s for the demolition of the structure(s) and clearing of lot area located at 116 N. Moffet Ave. in the City of Joplin, Missouri, for Six Thousand Nine Hundred and 00/100 Dollars ($6,900.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-374 BIDS.PDF
CB 2020-374 PICTURES.PDF
CB 2020-374 SUMMARY.PDF
CB 2020-374.PDF

6. COUNCIL BILL NO. 2020-409
AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 3502 Enterprise Ave., Joplin, MO and owned by Cliffstar, LLC/Refresco North America and containing an emergency clause.

Documents:

CB 2020-409 SUMMARY.PDF
CB 2020-409.PDF
CB 2020-409 - MISSOURI WORK PROGRAM.PDF
CB 2020-409 -EXHIBIT B_REFRESCO TAX ABATEMENT.PDF
CB 2020-409 -EXHIBIT A - LEGAL.PDF

7. COUNCIL BILL NO. 2020-410
AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

Documents:

CB 2020-410- EXHIBIT B_AESIR TAX ABATEMENT.PDF
CB 2020-410 SUMMARY.PDF
CB 2020-410.PDF

CB 2020-410-EXHIBIT A - LEGAL 8125 E 26TH JOPLIN MO NEI.PDF
CB 2020-410-JOPLIN CHAMBER OF COMMERCE LTR..PDF

8. COUNCIL BILL NO. 2020-529
AN ORDINANCE approving an Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District; and, containing an emergency clause.

Documents:

CB 2020-529 SUMMARY AMEND ANNEXATION PETITION 32ND STREET PLACE CID.PDF
CB 2020-529 ORDINANCE APPROVING AMENDED ANNEXATION PETITION IN CID.PDF
CB 2020-529 AND CB 2020-530 MAP OF PROPERTY FOR CID.PDF
CB2020-529 EXHIBIT A.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-174
AN ORDINANCE approving a work authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00) for the Private Side I&I Pilot Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2020-174 SUMMARY SHEET - PILOT PROJECT-PRIVATESIDEIIREDUCTIONPROGRAM.PDF
CB 2020-174 EXHIBIT MAPS - PRIVATE SIDE IIREDUCTIONPROGRAM.PDF
CB 2020-174 COUNCIL BILL - PILOT PROJECT - PRIVATE SIDE IIREDUCTIONPROGRAM.PDF
COMPLETE AMA-I.I RP-004 11-30-2020.PDF

2. COUNCIL BILL NO. 2020-285
AN ORDINANCE establishing grades and accepting the Final Plat of Little Acres Subdivision Replat located at 919 N. Sycamore Rd. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-285 MINUTES.PDF
CB 2020-285 STAFF REPORT.PDF
CB 2020-285 SUMMARY.PDF
CB 2020-285.PDF
CB 2020-285 PLAT.PDF

3. COUNCIL BILL NO. 2020-530
AN ORDINANCE approving a Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and setting a date when this Ordinance shall become effective.

Documents:

CB 2020-530 SUMMARY AMEND DEANNEXATION PETITION 32ND STREET PLACE CID.PDF
CB 2020-530 ORDINANCE APPROVING DEANNEXATION PETITION CID.PDF
CB 2020-529 AND CB 2020-530 MAP OF PROPERTY FOR CID.PDF
CB2020-530EXHIBITA.PDF

4. COUNCIL BILL NO. 2020-613

AN ORDINANCE approving the applications of Ozark Christian College for marketing their 2021 Conference Series; Active Lifestyles' Joplin Memorial Run; Rufus Racing LLC for the Summer Roundup Triathlon; Elevate the Chains, for their Moving the Chains football clinic and games; JOMO Pride Inc., for JOMO Pride; Four State Trucks, for Guilty by Association; and Carl Junction Chamber of Commerce for the 24th Annual Bluegrass Festival for utilization of FY21 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

CB2020-613 ORDINANCE.PDF
FY21 GRANT PROGRAM SNAPSHOTS 10.PDF
CB2020-613 SUMMARY SHEET.FINAL DOCX.PDF

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

    1. COUNCIL BILL NO. 2020-176

       AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

       Documents:

       CB2020-176.PDF

    2. John Fogg Requested To Speak On The Contract For Sanitation Trash Pickup.
    3. Jennifer Fagan Requested To Speak On The Solid Waste And Recycling Contract
    4. Mary Price Requested To Speak On Trash Service.

13. **Unfinished Business**

14. **New Business**

    1. 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, 2019, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

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

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

Notice posted at 12:00 p.m. on this 3rd day of December 2020 (RSMo 610.020)

BOARDS AND COMMISSIONS

RECOGNITION & APPRECIATION

DECEMBER 7, 2020

The following board members have completed their full terms (and some have served longer by filling unexpired terms) and are being recognized for their outstanding service and contributions to the various board/commission/committee to which they were appointed, and for their willingness to serve the City of Joplin in this capacity.

Name	Board/Commission/Committee	Dates of Service
William Harding	Airport	2014-2020
Harvey Hutchinson	Capital Improvement Oversight Committee	2014-2020
Ryan Jackson	Capital Improvement Oversight Committee	2014-2020
Dewayne Patton	Capital Improvement Oversight Committee	2014-2020
Jason Grossman	City Tree Board	2014-2020
Mike Wilson	CVB	2014-2020
Heather Arnold	JSA	2014-2020
Wendi Douglas	JSA	2011-2020
Doug Glenn	Library	2011-2020
Jeff Yarnall	Personnel	2014-2020
Seth Dermott	Planning & Zoning	2014-2020
Mike McGavran	Police & Fire	2015-2020
Alicia Rodriguez	Solid Waste	2014-2020
Lane Clevenger	TIF	2012-2020
Eric Wood	Traffic Commission	2014-2020

PROCLAMATION

Proclaiming Jasper County an ACT Work Ready Community

WHEREAS, the City of Joplin and the Jasper County Commission encourage and support diverse partnership efforts to advance quality employment opportunities and workforce development efforts in the region; and

WHEREAS, ACT Work Ready Communities empower states, regions and counties with tools that drive economic growth and build common frameworks that link, align and match workforce development efforts with potential employees and employers; and

WHEREAS, ACT Work Ready Communities is dedicated to helping students and adults become high performance workers through quality educational experiences in leadership, cooperation, and skills development; and

WHEREAS, the Southwest Missouri Workforce Investment Board, Crowder College Training and Development Solutions, Joplin Area Chamber of Commerce, and the MOKAN Partnership all collaborate to develop quality training and employment opportunities and advance economic efforts in the region; and

WHEREAS, Jasper County has successfully been re-certified as an ACT Work Ready Community and issued the ACT® WorkKeys® National Career Readiness Certificate®.

NOW, THEREFORE, I, Ryan Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim Jasper County an

ACT WORK READY COMMUNITY

and congratulate them on their efforts of successfully achieving this status.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 7th day of December 2020 .

_____

Ryan D. Stanley, Mayor

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.

CB 2020-275

Case 037-20: 7414 E. 32nd St. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for office and storage for pest control operations – Rorie & Doug Hansen.

Mr. Eastman will abstain from this case.

Michael Wicklund, Pro 100, 2401 E. 32nd Street, Joplin, MO and representing the Hansens. The request is being made to move this property into commercial as Bug-A-Way is wanting to relocate their operation to this new facility. They own a pest control company and no additional buildings are planned at this time. They are going to use the current residential home as their offices. There is a building in the back where they will park their trucks and any other equipment will be utilized in those outbuildings.

Mr. Kimble wanted to know how big the house was, and do they speculate that they will have enough space for the offices.

Mr. Wicklund stated that the house is approximately 2,000 square feet. It is currently a three bedroom home now and with minor renovations it will be big enough for the receptionists and office personnel.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Wicklund. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MS. STEELE THAT CASE 037-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (4 IN FAVOR, 1 ABSENT, 1 ABSTAIN).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 037-20 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial)

LOCATION 7414 E. 32nd St.

APPLICANT Rorie & Doug Hansen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential	Approx. 4.75 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	Outside City Limits	Outside City Limits	Outside City Limits
Land Use	Single-family Residential	Warehouse	Warehouse/vacant	Truck Service

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. 32nd St.	Arterial	80'

UTILITIES

Sewer may need to be extended to this property.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

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

The current zoning of R-1 is not suitable in this area. This area of Joplin is very near to the heart of the industrial park that is just to the North and East of this property. As the park has filled in, more industrial uses have expanded West. Indeed, even the neighboring properties to 7414 E. 32nd St. are industrial uses that are outside our city limits.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned C-3 (Commercial) or M-2 (Heavy Industrial) and will not be affected by the change.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the gradual transition of this area over time and reinforces the Comprehensive Plan and Future Land Use Map.

Staff recommends approval of Case 037-20.

ATTACHMENTS

- Application
- Map

Michael Wickland
417-529-9166
Pro 100 Realtors

REZONING APPLICATION FORM

RECEIVED 9-29-20

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

For Office Use Only

Case No.: 037-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: BORIE AND DOUG HANSEN DBA: BUG-A-WAY PEST CONTROL PHONE: 417-317-0599
ADDRESS: 3500 E. 32ND ST. JOPLIN MO. ZIP: 64804

OWNER: THOMAS & VICKI CHRISTENSEN PHONE: 417-437-2915
ADDRESS: 7414 E. 32ND ST. JOPLIN, MO. ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 7414 E. 32ND ST. JOPLIN MO 64804

Present Zoning R-1 Requested Zoning: C3 Acreage: 5
Present Use of Property: RESIDENTIAL

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	C3 VACANT WITH HOME	C3
South	VACANT LAND	NA (OUTSIDE CITY LIMITS)
East	MARETH PROPERTIES BUSG - VACANT	NA (OUTSIDE)
West	VACANT LAND	NA (OUTSIDE)

Character of the Neighborhood: COMMERCIAL, INDUSTRIAL PARK FOR JOPLIN
SOME VACANT LAND TO WEST AND SOUTH

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NONE
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: CURRENTLY RESIDENTIAL AND PROPOSED BUYER WISHES TO RUN THEIR BUSINESS OUT OF CURRENT BUILDINGS.

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: yes (State Hwy FF)
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: State Hwy (unknown)
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   none

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? yes appropriate size
2. Properly Sized Street Right-of-Way? yes appropriate size
3. Drainage Easements? none
4. Utility Easements:
   - Electricity? at street
   - Gas? at street
   - Sewers? none available
   - Water? across street
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

property was originally Rezoned C-1 with no opposition in 2018.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

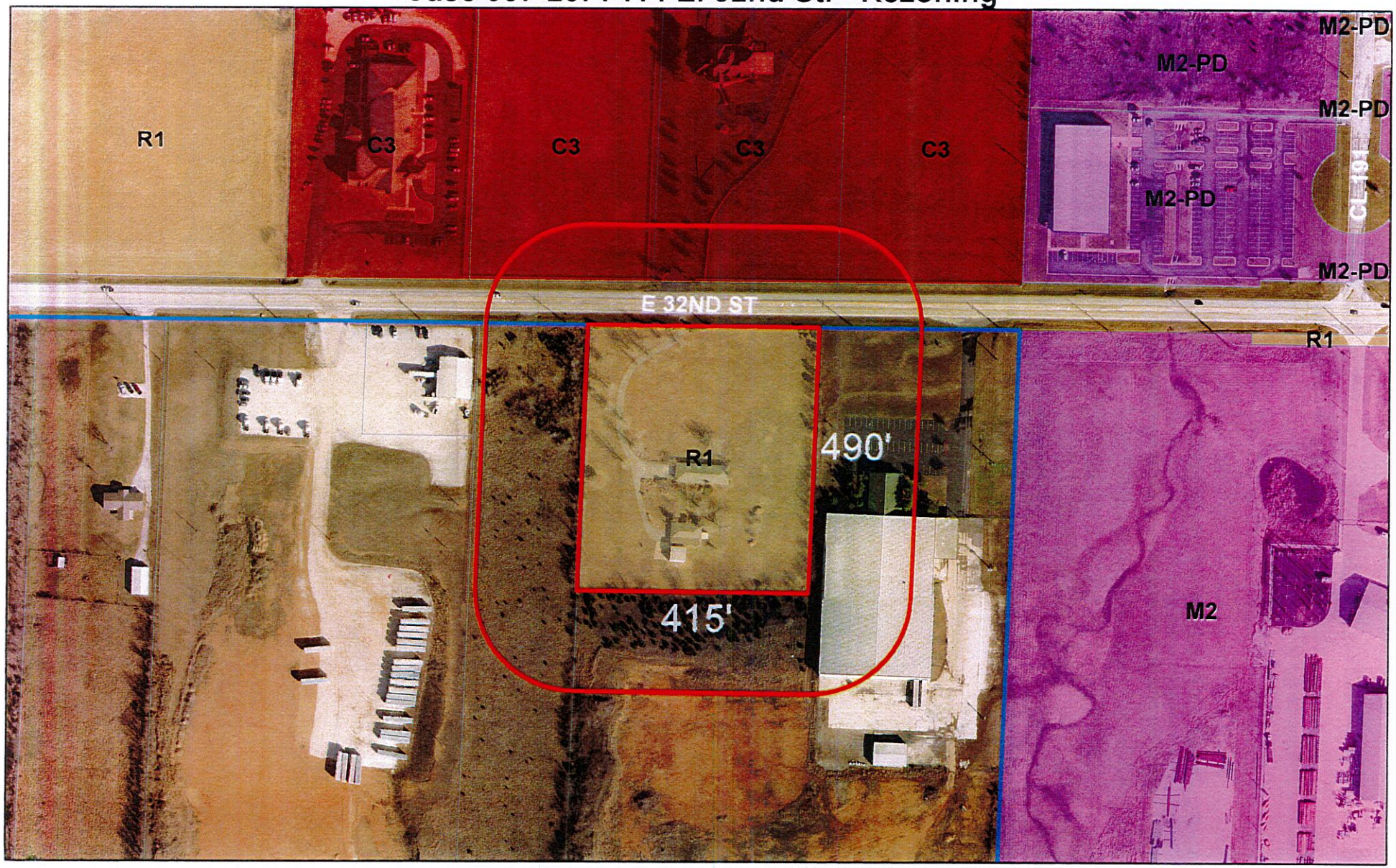
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: _____ DATE: 9-25-2020

EMAIL: administration@bugawaypc.com

TITLE: Owner of Bug-A-Way Pest Control

Case 037-20: 7414 E. 32nd St. - Rezoning



Case 037-20: 7414 E. 32nd St. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for office and storage for pest control operations – Rorie & Doug Hansen.

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-275-Rezone to Commercial District (C-3)

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 037-20: 7414 E. 32nd St. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for office and storage for pest control operations – Rorie & Doug Hansen.

BACKGROUND:
This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. The current zoning of R-1 is not suitable in this area. This area of Joplin is very near to the heart of the industrial park that is just to the North and East of this property. The change in zoning to C-3 will not be detrimental to the nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Michael Wicklund, Pro 100, 2401 E. 32nd Street, Joplin, MO and representing the Hansens. The Request is being made to move this property into commercial as Bug-A-Way is wanting to relocate their operation to this new facility. They own a pest control company and no additional buildings are planned at this time. They are going to use the current residential home as their offices. There is a building in the back where they will park their trucks and any other equipment will be utilized in those outbuildings.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 4 In Favor, 1 Absent, 1 Abstain).
Staff recommends approval.

ATTACHMENTS:
CB 2020-275, Staff Planning Report, P&Z Commission Minutes

P & Z Case 037-20
Hansen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 7414 E 32nd St., City of Joplin, Newton 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:

> As part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 27, Range 32, Newton County, Missouri, more particularly described as follow: beginning at a point 358.17 feet West and 41.83 feet South of the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 27, Range 32, Newton County, Missouri, thence South 01 degrees 29 minutes 14 seconds West 490.0 feet, thence North 89 degrees 58 minutes 39 seconds West 418.0 feet, thence North 01 degrees 29 minutes 14 seconds East 490.0 feet to the South Right-of-way line of a road, thence South 89 degrees 58 minutes 39 seconds East 418.0 feet along the South right-of-way line of road to the point of beginning, except any part taken or deeded for road purposes.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-276

Case 038-20: 4301 S. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for recreational vehicle and parts sales and service – Martin L. Wheelan, Jr.

Mr. Eastman will abstain from this case.

Marci King, daughter and realtor for Mr. Wheelan, Keller Williams Realty, 619 S. Florida Ave., Joplin, MO. Based on the use of the land, owned by Wheelan Investments located on the northeast corner of 44th Street and Rangeline Rd. They are requesting that the RV Center and the parcels attached to it be rezoned from R-1 to C-3. The Wheelan's intent is to sell the property.

Mr. Stanton stated that most of the Rangeline corridor of Silver Creek has not been rezoned. The future land use map shows the Rangeline corridor to be future retail commercial including these properties.

Mr. Ramsour asked the commissioners if they had any other questions for Ms. King. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case.

Anselee Corkle, her property adjoins with the Wheelan's. She thinks it is fine to change it to C-3. She is not opposed of the change. They have been a good neighbor and their business is an 8am to 6pm, daily operation except on weekends. It has two lights and no night noise. Her concern is the selling of the property potentially to service stations, who are looking at the property. If it becomes a service station, it will be open 365 days, 24 hours a day, with vehicle noise, 18 wheelers, trash blowing around, 24-hour lights, and noise. This is a residential area and want to keep our area clean and quiet for the families that live there.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 038-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (4 IN FAVOR, 1 ABSENT, 1 ABSTAIN).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 038-20 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial)

LOCATION 4301 S. Rangeline Rd.

APPLICANT Martin L. Wheelan Jr.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential	Approx. 7.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-2-PD
Land Use	Law Firm/Single-family Residential	Single-family Residential	Animal Hospital	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. Rangeline Rd.	Arterial	170'
Silver Creek Dr.	Local	70'
Outer Rd.	Local	65'
Keller Dr.	Local	50'
Moorehead Dr.	Local	50'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

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

The current zoning of R-1 is not suitable in this area. With frontage along S. Rangeline Rd., a major arterial, as well as its proximity to both I-44 and the intersection of S. Rangeline Rd. and E. 44th St., R-1 Zoning, and single-family residential development in general, would not be appropriate at the location of this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 should not be detrimental to the nearby property. Property that is across Rangeline is already zoned to allow for commercial uses. Additionally, other property that is to the North and South have commercial uses on them, albeit they are not zoned correctly. The properties to the East, which appear to mostly be residential, will be protected by the buffer requirements in the zoning code. In this case of a C-3 district bordering an R-1 district, the C-3 district will be required to provide a buffer that is 20' wide of dense natural landscaping, or a combination of a berm and fencing with landscaping.

DISCUSSION

This property was annexed in with the rest of Silver Creek, which is why this property and most others to the East of Rangeline Rd. in this area are all zoned R-1 Single-family residential. The future land use map does clearly show this corridor of Rangeline Rd. to be retail commercial. Indeed, some of the uses existing here already fall into that category. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the transportation network and capacity of the area.

Staff recommends approval of Case 038-20.

ATTACHMENTS

- Application

- Map

Call Marci King ✓
(334) 475 0979

REZONING APPLICATION FORM

RECEIVED 10-1-20

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

For Office Use Only

Case No.: 038-20
Filing Fee: ~~$550.00~~ Waived - annexation (S. Lover Creek)
Date Advertised: _____
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: Martin L. Wheeler, Jr. PHONE: 417-623-3110
ADDRESS: 4301 S. Range Line Rd; Joplin, MO 64804 ZIP: _____

OWNER: Wheeler Investments LLC PHONE: 417-437-4014
ADDRESS: 7001 E. 32nd St; Joplin, MO 64804 ZIP: 417-437-0092

LOCATION/ADDRESS OF PROPERTY: 4301 S. Range Line Rd
Joplin, MO 64804

Present Zoning R-1 Requested Zoning: C3 Acreage: 7.3
Present Use of Property: Recreational Vehicle Sales, Service, Parts Sales

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Attorney office	R-1
South	Veterinary and industrial tarp	R-1
East	Residential	R-1
West	Commercial property zoned C-2 PD	C-2 PD

Character of the Neighborhood: Commercial property, fronts to Range Line Rd.

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: It is an existing business

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: Range Line Rd; Silver Creek Road; Koller Drive; Outer Road
2. Classification of Street(s):
   Arterial Range Line Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No.

~~IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:~~

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

UNIQUE CHARACTERISTIC OF PROPERTY AND /OR ADDITIONAL COMMENT:

Wheeler RV Center is an existing business, ~~no change will be made there~~. We are going to list the 2.54 acres on the South side of property for sale.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: [signature] DATE: 9-29-2020

EMAIL: marty@wheelerrv.com

TITLE: Owner - Registered Agent

352-13575

3-3

EXHIBIT "A"

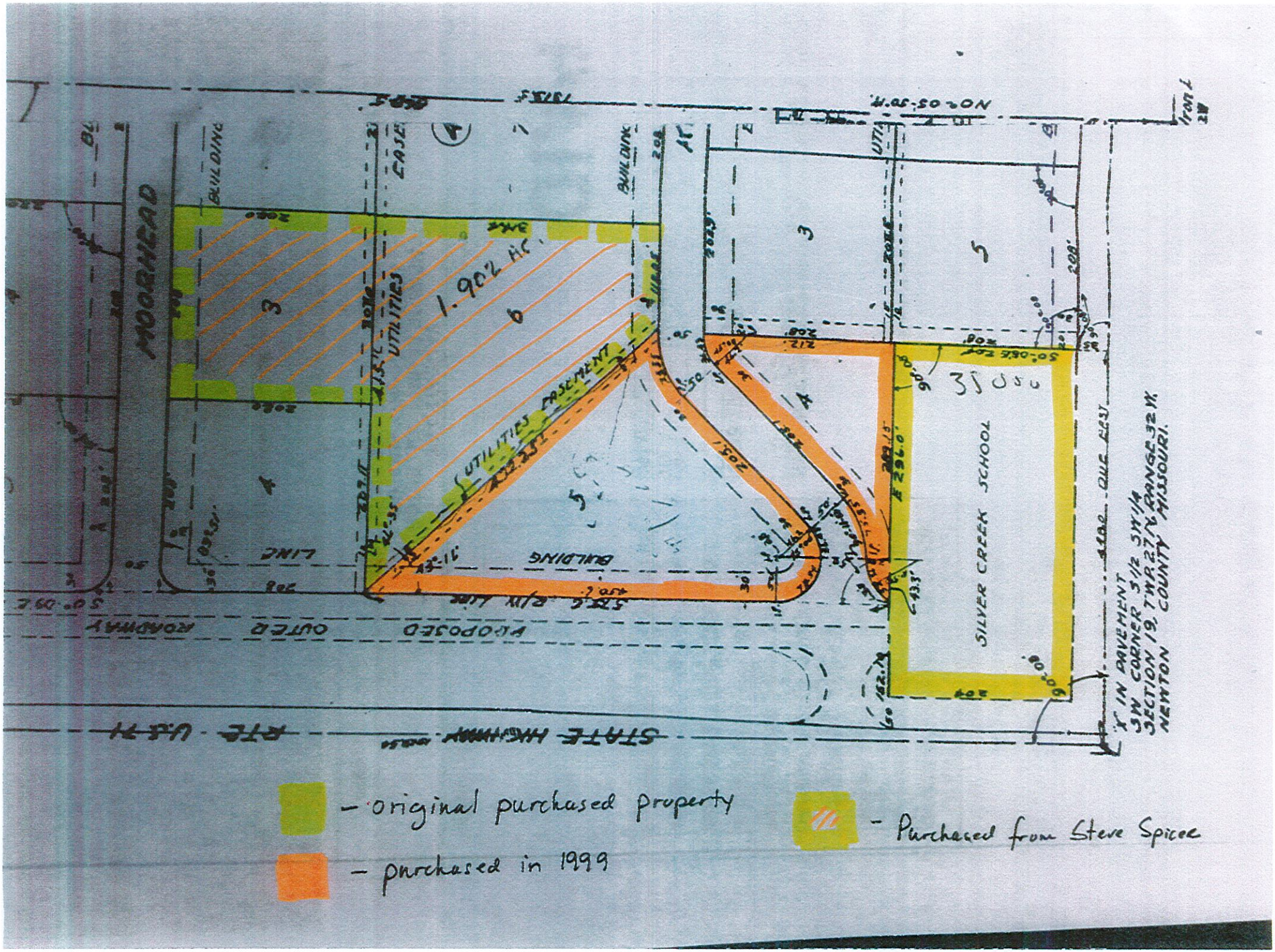
Tract #1: Showroom — All of Lot Numbered Five (5) in Block Four (4) in Silver Creek Park, a Subdivision of a part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, being an addition to the Village of Silver Creek, Newton County, Missouri, according to the recorded plat thereof.

Tract #2: Pie shape w/ — All of Lot Numbered Four (4) Block One (1) in Silver Creek Park, a Subdivision of a part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, being an addition to the Village of Silver Creek, Newton County, Missouri, according to the recorded plat thereof.

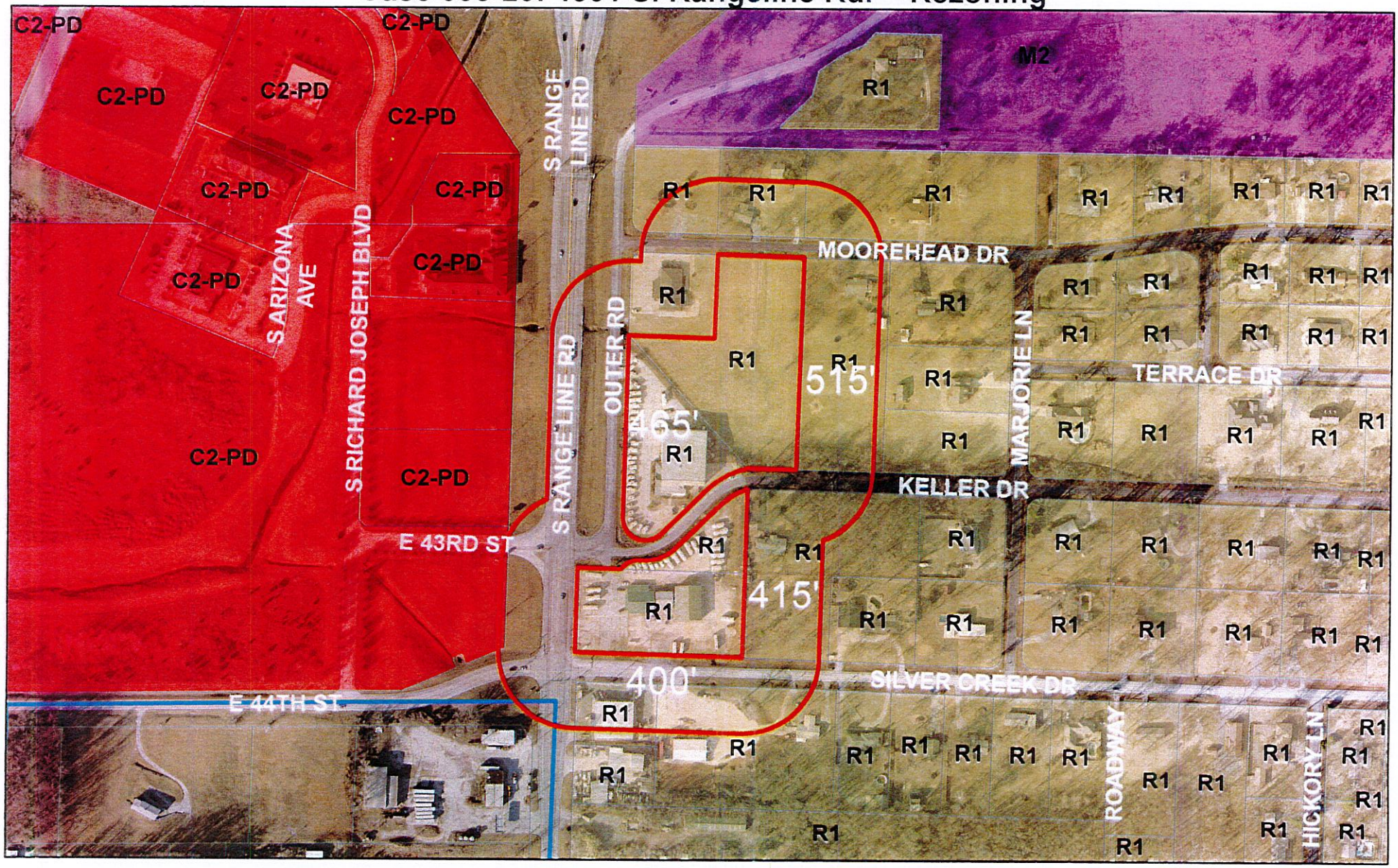
Tract #3: on Moorehead Behind — All of Lots Numbered 3 and 6 in Block 4 in SILVER CREEK PARK, a subdivision of part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, Newton County, Missouri.

Tract #4: Showroom — 2 Acres in the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 19, Township 27, Range 32, described as beginning at a point approximately 30 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 19 said point being intersection of public road running along West and South sides of said Section 19, thence North along the East line of public road a distance of 209 feet, thence East 418 feet, thence South 209 feet, to the North line of public road, thence West along the North line of said public road 418 feet to point of beginning except road right of ways, in Newton County, Missouri.

Old Silver Creek School


MOORHEAD
1.902 AC.
UTILITIES EASEMENT
SILVER CREEK SCHOOL
PROPOSED OUTER ROADWAY
STATE HIGHWAY
- original purchased property
- purchased in 1999
- Purchased from Steve Spicer

Case 038-20: 4301 S. Rangeline Rd. - Rezoning



Case 038-20: 4301 S. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for recreational vehicle and parts sales and service – Martin L. Wheelan, Jr.

0 170 340 680 1,020 1,360 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-276-Rezone to District C-3 (Commercial)

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 038-20: 4301 S. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for recreational vehicle and parts sales and service – Martin L. Wheelan, Jr.

BACKGROUND:
This property was annexed in with the rest of Silver Creek, which is why this property and most others to the East of Rangeline Rd. in this area are all zoned R-1 Single-family residential. The future land use map does clearly show this corridor of Rangeline Rd. to be retail commercial. Indeed, some of the uses existing here already fall into that category. The change in zoning to C-3 should not be detrimental to the nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Marci King, daughter and realtor for Mr. Wheelan, Keller Williams Realty, 619 S. Florida Ave., Joplin, MO. Based on the use of the land, owned by Wheelan Investments located on the northeast corner of 44th Street and Rangeline Rd. They are requesting that the RV Center and the parcels attached to it be rezoned from R-1 to C-3. The Wheelan's intent is to sell the property.

PUBLIC COMMENT:
Anselee Corkle, her property adjoins with the Wheelan's. She thinks it is fine to change it to C-3. She is not opposed of the change. They have been a good neighbor and their business is an 8am to 6pm, daily operation except on weekends. It has two lights and no night noise. Her concern is the selling of the property potentially to service stations, who are looking at the property. If it becomes a service station, it will be open 365 days, 24 hours a day, with vehicle noise, 18 wheelers, trash blowing around, 24-hour lights, and noise. This is a residential area and want to keep our area clean and quiet for the families that live there.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 038-20, (4 in Favor, 1 Absent, 1 Abstain).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-275, Staff Planning Report, P&Z Commission Minutes

P & Z Case 038-20
Martin Wheelan Jr.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-276 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4301 S Rangeline Rd., City of Joplin, Newton 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:

All of Lot Numbered Five (5) in Block Four (4) in Silver Creek Park, a Subdivision of a part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, being an addition to the Village of Silver Creek, Newton County, Missouri, according to the recorded plat thereof; and all of Lot Numbered Four (4) Block (1) in Silver Creek park, a Subdivision of a part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, being an addition to the Village of Silver Creek, Newton County, Missouri, according to the recorded plat thereof; and All of Lots Numbered 3 and 6 in Block 4 in Silver Creek Park, a subdivision of part of the South Half of the Southwest Quarter of Section 19, Township 27, Range 32, Newton County, Missouri; and 2 acres in the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 19, Township 27, Range 32, described as beginning at a point approximately 30 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 19 said point being intersection of public road running along West and South sides of said Section 19, thence North along the East line of public road a distance of 209 feet, thence East 418 feet, thence South 209 feet, to the North line of public road, thence West along the North line of said public road 418 feet to point of beginning except road right-of-ways, in Newton County, Missouri.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-277

Case 039-20: 1521 E. 20th St. – A request to remove from District C-O (Commercial Office) and include in District C-1 (Neighborhood Commercial) for financial services offices – Thomas D. Herrod.

Tom Herrod, 5200 Blessing Lane, Joplin, MO. Just requesting a rezoning from C-O to C-1 to accommodate the new office building. The building will be a single unit, professional office building. Sitting in about the same location as the prior building before the tornado and traffic should be minimal.

Mr. Ramsour wanted to know if that is south of the alley?

Mr. Herrod stated it was.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Herrod. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 039-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 039-20 A request to rezone from C-O (Non-retail Commercial) to C-1 (Neighborhood Commercial)

LOCATION 1521 E. 20th St.

APPLICANT Thomas D. Herrod

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O	Vacant	Approx. 0.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	R-3	C-O
Land Use	Single-family Residential	Vacant/Parking	Multi-family	Parking/Office

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. 20th St.	Arterial	70'
S. Vermont Ave.	Local	50'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial. This property will also be subject to the 20th Street Corridor Development Standards. When plans are submitted, the development will need to be consistent with policies such as sidewalks, landscaping, and façade treatment, among others.

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

The current zoning of R-O is suitable in this area. However, on a quarter acre lot, the setbacks that are required in the C-O district significantly limit not only how large a structure might be on this site, but also the location of the building on the site. One reason the applicant is applying for this rezoning is to address that limitation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-1 will not be detrimental to the nearby property. Property that is along the corridor is already a mix of C-O, C-1, and C-2 zoning as well as some high-density multifamily across 20th St. A change to C-1 zoning is an increase in the potential intensity of uses from C-O. The most significant difference from C-O to C-1 will be the low-intensity retail and restaurant uses.

DISCUSSION

C-1 zoning at this location is appropriate considering the existing makeup of the corridor with many existing zoning districts and uses that are compatible with C-1 zoning. In addition, the request is consistent with the Comprehensive Plan and the Future Land Use map. Lastly, C-1 zoning is appropriate along an arterial corridor like E. 20th St.

Staff recommends approval of Case 039-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 039-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent: 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: THOMAS D. HERROD PHONE: 417-825-3394
ADDRESS: 5200 BLESSINGS LANE JOPLIN ZIP: 64801

OWNER: HERROD DEVELOPMENT Co., LLC PHONE: 417-825-3394
ADDRESS: 5200 BLESSINGS LANE JOPLIN ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1521 EAST 20th STREET

Present Zoning: C-O Requested Zoning: C-1 Acreage: .25
Present Use of Property: EMPTY LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	EMPTY LOT	R1
South	APARTMENTS	R3
East	EMPTY LOT	C1
West	BUSINESS	C0 OR C1?

Character of the Neighborhood: NEW COMMERCIAL BUSINESS DEVELOPMENTS FROM TORNADO REBUILDING

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: IN ORDER TO MAXIMIZE THE SITE POTENTIAL THE CO SETBACKS ARE TO RESTRICTIVE.

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: 20th STREET & VERMONT
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, THE ORIGINAL USE WAS SATISFACTORY

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: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:
THE PROPOSED BUILDING PROJECT WILL COMPLEMENT THE 20th STREET DEVELOPMENT, WITH ARCHITECTURAL FEATURES AND COLOR SCHEMES.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

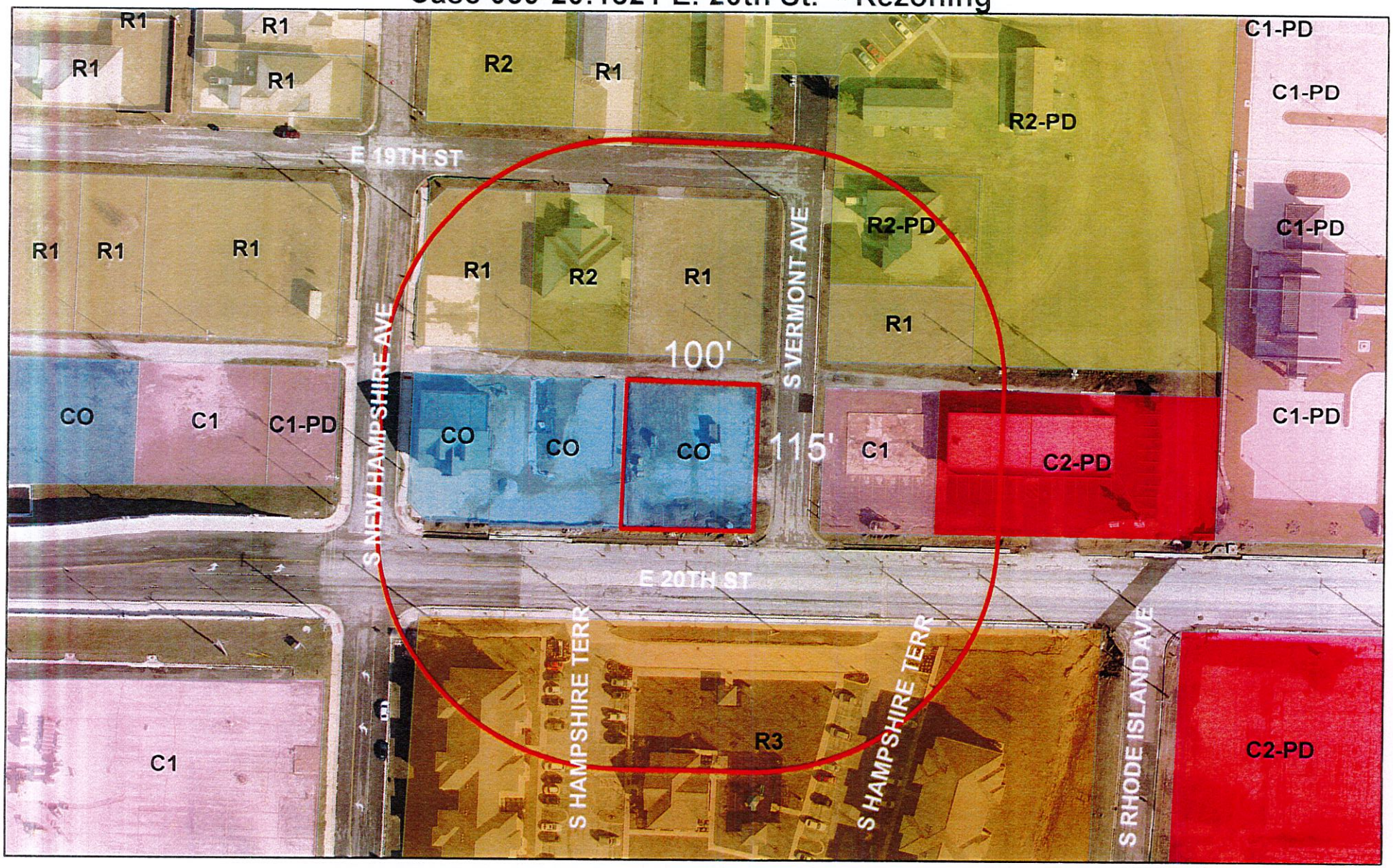
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: [signature] DATE: 10/7/2020

EMAIL: hdc@mchsi.com

TITLE: OWNER OF HERROD DEVELOPMENT CO., LLC

Case 039-20:1521 E. 20th St. - Rezoning



Case 039-20:1521 E. 20th St. – A request to remove from District C-O (Commercial Office) and include in District C-1 (Neighborhood Commercial) for financial services offices – Thomas D. Herrod.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-277-Rezone to District C-1

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 039-20: 1521 E. 20th St. – A request to remove from District C-O (Commercial Office) and include in District C-1 (Neighborhood Commercial) for financial services offices – Thomas D. Herrod.

BACKGROUND:
The change in zoning to C-1 will not be detrimental to the nearby property. C-1 zoning at this location is appropriate considering the existing makeup of the corridor with many existing zoning districts and uses that are compatible with C-1 zoning. In addition, the request is consistent with the Comprehensive Plan and the Future Land Use map. Lastly, C-1 zoning is appropriate along an arterial corridor like E. 20th St.

PLANNING & ZONING COMMISSION TESTIMONY:
Tom Herrod, 5200 Blessing Lane, Joplin, MO. Just requesting a rezoning from C-O to C-1 to accommodate the new office building. The building will be a single unit, professional office building. Sitting in about the same location as the prior building before the tornado and traffic should be minimal.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-277, Staff Planning Report, P&Z Commission Minutes

P & Z Case 039-20
Thomas Herrod
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-277 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-O and including in District C-1 property as described below and located 1521 E. 20th 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 C-1:

All of Lots Numbered Sixteen (16) and Seventeen (17) in J.W. Ratcliffe's Subdivision of Lots 21, 22, 23, and 24 in Banker's 3rd Addition 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_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-278

Case 040-20: 1604 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.

Harry Mitchell, 532 S Ozark, Joplin, MO, representing Schuber Mitchell Homes. He would like to be approved to build two (2) three (3) bedroom unit houses on those two (2) lots. Everything around it is zoned residential.

Mr. Eastman wanted to know if they had to do R-2?

Mr. Stanton stated they are single family homes as a proposed use, however, that neighborhood is completely zoned R-2, which was done at the time due to the density of the neighborhood. In order to conform with the existing neighborhood in its zoning, we did recommend an R-2 zoning.

Mr. Eastman asked what size, square feet are you wanting to do?

Mr. Mitchell stated it was about 1,100 square feet.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Mitchell. They did not.
Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There was not.
Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 040-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 040-20 A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-family residential)

LOCATION 1604 E. Central St.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

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

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-2	R-2	C-1
Land Use	Single-family Residential	Two-family Residential	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
E. Central St.	Local	50'
S. St. Louis Ave.	Collector	60'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial. However, it would not be inappropriate for this property to mirror the existing neighborhood and the S. St. Louis corridor to the South by rezoning to R-2, especially given the current neighboring uses are residential in nature.

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

The current zoning of C-1 is suitable in this area. While this is an intersection involving a collector-level street, the S. St. Louis corridor is not transitioning to more commercial uses or zoning, nor does it currently consist of much commercial uses or zoning. In addition, the size of the property does limit the number and types of commercial uses that would likely have interest in the property or location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. Property that is along the corridor and in the surrounding neighborhood is already largely zoned R-2. A rezoning to R-2 will also decrease the amount of allowed uses currently allowed in C-1 and which tend to be more intense uses than those allowed in R-2.

DISCUSSION

R-2 zoning at this location is appropriate. While the Future Land Use map does show this property to be future retail commercial, a rezoning to R-2 would be consistent with the existing fabric of the neighborhood as well as the corridor of S. St. Louis Ave. to the South.

Staff recommends approval of Case 040-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 9-22-20

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

For Office Use Only

Case No.: 040-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: Schuber Mitchell Homes PHONE: 4172915731
ADDRESS: 3331 Range Line ZIP: 64870

OWNER: PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 1604 Central

Present Zoning Commercial Requested Zoning: ~~Residential~~ R-2 Acreage:
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

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

Character of the Neighborhood: Older 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?
   If yes, explain: To small for other usage except Res

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
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: This was originally zoned R-1 and for no reason anyone knows it was Rezoned

UNIQUE CHARACTERISTIC OF PROPERTY AND /OR ADDITIONAL COMMENT:

In a area of older Homes that could ~~use~~ a Benefit area

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

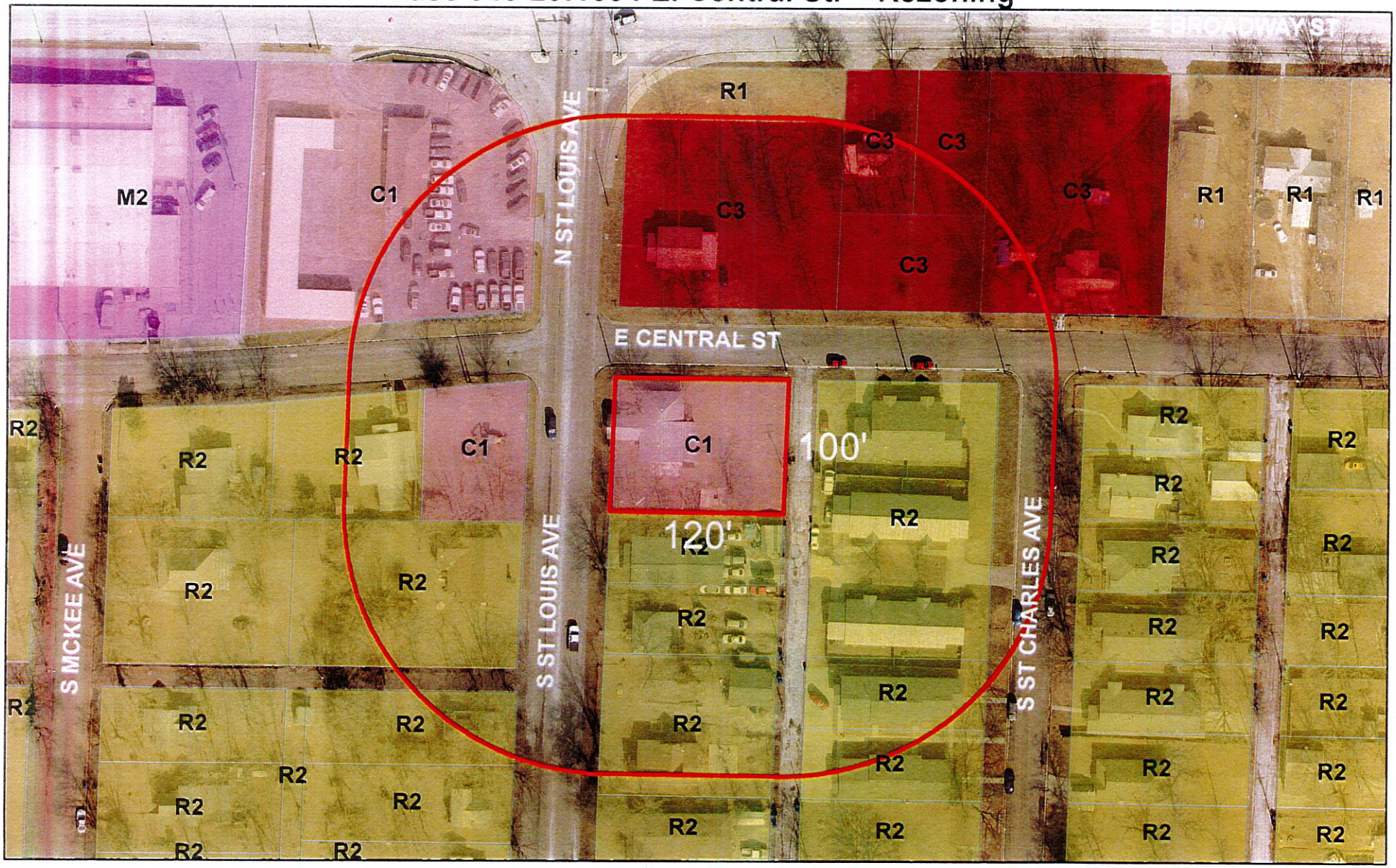
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: _____ DATE: 9/19/2020

EMAIL: TMitchell@SchuberMitchell.com

TITLE: Land & Purchaser

Case 040-20:1604 E. Central St. - Rezoning



Case 040-20:1604 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 2020-278-Rezone to District R-2

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-20: 1604 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:
The change in zoning to R-2 will not be detrimental to the nearby property. Property that is along the corridor and in the surrounding neighborhood is already largely zoned R-2. A rezoning to R-2 will also decrease the amount of allowed uses currently allowed in C-1 and which tend to be more intense uses than those allowed in R-2.

PLANNING & ZONING COMMISSION TESTIMONY:
Harry Mitchell, 532 S Ozark, Joplin, MO, representing Schuber Mitchell Homes. He would like to be approved to build two (2) three (3) bedroom houses on those two (2) lots. Everything around it is zoned residential.

Mr. Eastman wanted to know if they had to do R-2?

Mr. Stanton stated they are single family homes as a proposed use, however, that neighborhood is completely zoned R-2, which was done at the time due to the density of the neighborhood. In order to conform with the existing neighborhood in its zoning, we did recommend an R-2 zoning.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-278, Staff Planning Report, P&Z Commission Minutes

P & Z Case 040-20
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-278 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 and including in District R-2 property as described below and located 1604 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 Lots Numbered Three-hundred Eighty-three (383) and Three-hundred Eighty-four (384) in Y.M.C.A Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, rights-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_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-279

Case 041-20: 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St. – A request to remove from District C-2 (Central Business District) and include in District C-2-HP (Central Business District Historic Preservation) for Sunshine Lamp Historic District expansion – City of Joplin

Mr. Thomas Walters, 602 S. Main, Joplin, MO, Staff for the Historic Preservation Commission. The property owners of the addresses just mentioned have voluntarily signed to proceed to be added to the local registry, specifically the Sunshine Lamp District Downtown Joplin. To be added to the local listing allows the Historic Preservation Commission to have a limited jurisdiction to review and approve the work done to the exterior of properties to approve prior to building permits being issued by the City of Joplin. This is done with the intent and purpose of maintaining the character and style of the neighborhood. It also allows for incentives such as the Community Development façade grant programs. Those funds are only available to properties within the district.

Mr. Eastman wanted to know how much of the Federal monies are left?

Mr. Walters stated Community Development uses an annual Action Plan allocation. Allocation is limited, as we spend it, we will allocate another funding round. We reimburse 50% up to total cost of $75,000 per store front. Mr. Ramsour stated that if it sits on a corner you might have two (2) store fronts.

Mr. Ramsour asked if there were any questions from the commissioners? There were not.

Ramsour asked if there was anyone that would like to speak in favor of this case?

Ms. Diana Gurley representing Souls Harbor. They are excited about this coming up and excited about what is going to happen in the neighborhood. She also mentioned that the addresses, 815, 817, 824, 827 and 915 S Main Street are all in favor of this action and belong to Souls Harbor.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There was not.
Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 041-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 041-20 A request to rezone from C-2 (Downtown Commercial) to C-2-HP (Downtown Commercial Historic Preservation)

LOCATION 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-2	Retail Commercial	Approx. 3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2	C-2/M-2	C-2	C-2/M-2
Land Use	Retail Commercial	Retail Commercial	Retail Commercial	Retail Commercial/Parking

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. Main St.	Arterial	80'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a retail commercial which is appropriate for Downtown.

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

The current zoning of C-2 is suitable in this area. The current and intended future use as a retail commercial is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C2-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearly property.

DISCUSSION

This is the 6th expansion City is requesting of the Sunshine Lamp Historic District to include portions of the 800 & 900 blocks of Main St. This expansion will help protect current and future investments and offer financial incentives, through the City's Façade Improvement Program, to property owners in the district the make repairs to their building facades. The City will pay for half of the eligible building façade improvement up to $37,500. Written consent has been received by property owners within the proposed expansion and property owners who have not submitted consent to be included are not part of this expansion. Inclusion in the Sunshine Lamp District is voluntary.

Staff recommends approval of Case 041-20.

ATTACHMENTS

- Approval Letters from Property Owners
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 041-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: City of Joplin PHONE: 624-0820
ADDRESS: 602 S. Main Street ZIP: 64801

OWNER: See Attachments PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 800 & 900 blocks, see attachments

Present Zoning C-2 Requested Zoning: C2-HP Acreage: 4
Present Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-2
South	rail road	Rail road right of way
East	Commercial / vacant	M-2
West	Commercial / Parking lot	C-2

Character of the Neighborhood: Downtown Joplin

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? no
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? no
2. Consistent with Future Land Use Map? no

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Main Street
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 75'
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: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Expansion of the Sunshine Camp Historic District

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Thomas Walters DATE: 10-21-20

EMAIL: twalters@joplinmo.org

TITLE: City Planner

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 20-02

WHEREAS, The Historic Preservation Commission of the City of Joplin is dedicated to preserving the rich history of Joplin for its current and future citizens; and

WHEREAS, The Historic Preservation Commission is dedicated to the revitalization of downtown Joplin, as it harbors the history and heritage of our great city; and

WHEREAS, The Historic Preservation Commission of the City of Joplin has participated in the process of placing downtown properties within the current Sunshine Lamp District on the National Register of Historic Places as a Commercial District; and

NOW THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the City of Joplin, as follows:

That the property on the following described real estate to-wit:

All of Lot Numbered 9 through 20 and 33 through 36 and north twenty five feet of lot 32 and lots 28 and 29 and north half of lot 27 in the Byers and Murphy's Addition to Murphysburg in the City of Joplin, Jasper County, Missouri;

be recommended by this Commission to be designated an "Historic District" under the definitions and requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code, and that this Resolution with the report and nomination form be sent to the Zoning and Planning Commission of the City of Joplin, and that the appropriate Ordinance designating above said property Zoning District "H" be adopted by the City Council of the City of Joplin.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Fourteenth Day of September, 2020.

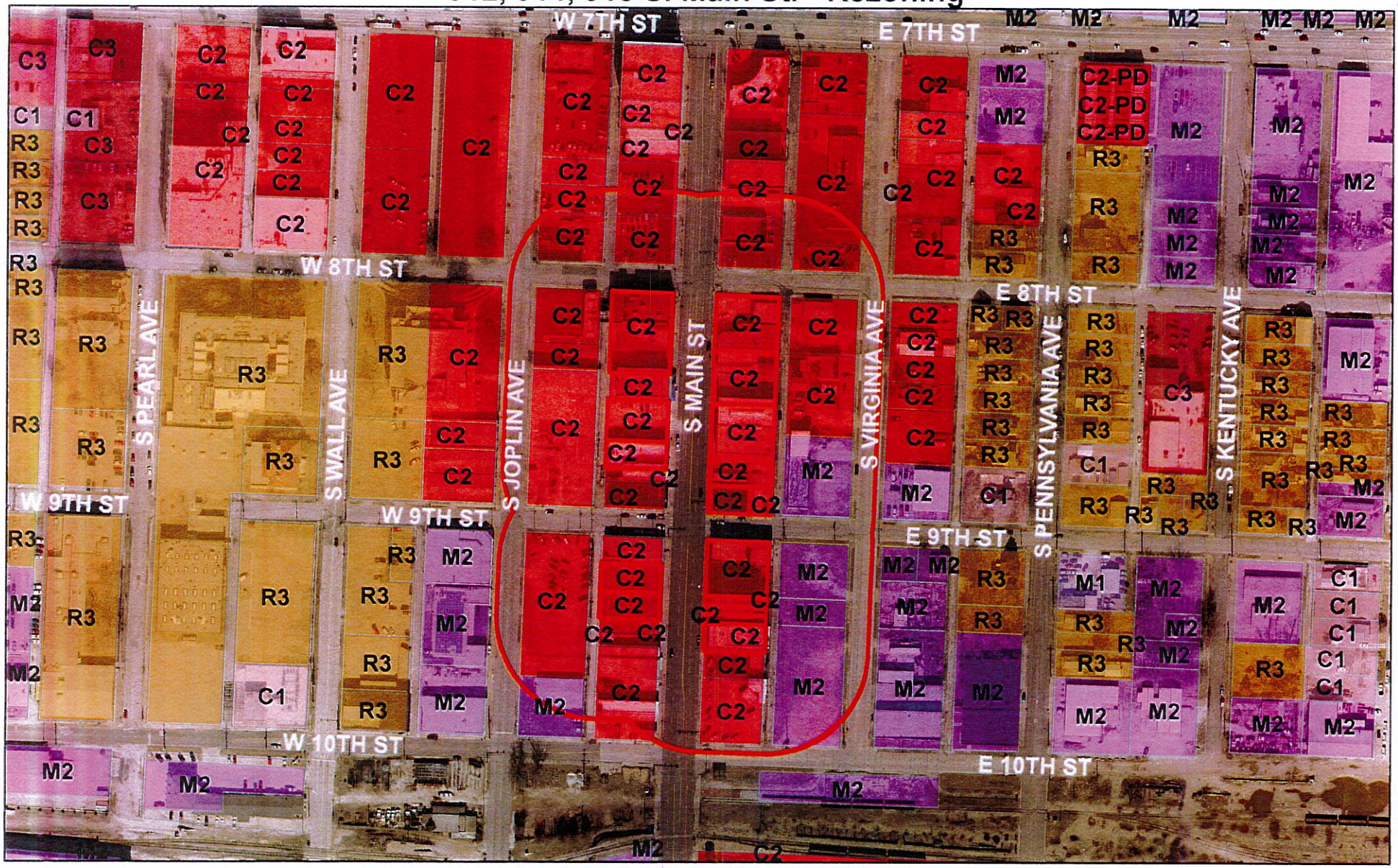
PASSED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN, MISSOURI, THIS

_____ DAY OF September, 2020

_____

Jill Sullivan, Chairperson –Historic Preservation Commission, City of Joplin

Case 041-20: 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St. - Rezoning



Case 041-20:801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St. – A request to remove from District C-2 (Central Business District) and include in District C-2-HP (Central Business District Historic Preservation) for Sunshine Lamp Historic District expansion – City of Joplin

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-279-Rezone to District C-2-HP

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 041-20: 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St. – A request to remove from District C-2 (Central Business District) and include in District C-2-HP (Central Business District Historic Preservation) for Sunshine Lamp Historic District expansion – City of Joplin

BACKGROUND:
This is the 6th expansion City is requesting of the Sunshine Lamp Historic District to include portions of the 800 & 900 blocks of Main St. This expansion will help protect current and future investments and offer financial incentives, through the City's Façade Improvement Program, to property owners in the district the make repairs to their building facades. The City will pay for half of the eligible building façade improvement up to $37,500. Written consent has been received by property owners within the proposed expansion and property owners who have not submitted consent to be included are not part of this expansion

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Thomas Walters, 602 S. Main, Joplin, MO, Staff for the Historic Preservation Commission. The property owners of the addresses just mentioned have voluntarily signed to proceed to be added to the local registry, specifically the Sunshine Lamp District Downtown Joplin. To be added to the local listing allows the Historic Preservation Commission to have a limited jurisdiction to review and approve the work done to the exterior of properties to approve prior to building permits being issued by the City of Joplin. This is done with the intent and purpose of maintaining the character and style of the neighborhood.

Mr. Eastman wanted to know how much of the Federal monies are left?

Mr. Walters stated Community Development uses an annual Action Plan allocation. Allocation is limited, as we spend it, we will allocate another funding round. We reimburse 50% up to total cost of $75,000 per store front. Mr. Ramsour stated that if it sits on a corner you might have two (2) store fronts.

PUBLIC COMMENT:
Ms. Diana Gurley representing Souls Harbor. They are excited about this coming up and excited about what is going to happen in the neighborhood. She also mentioned that the addresses, 815, 817, 824, 827 and 915 S Main Street are all in favor of this action and belong to Souls Harbor.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-279, Staff Planning Report, P&Z Commission Minutes

P & Z Case 041-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-279 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-2 and including in District C-2-HP property as described below and located 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main 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 C-2-HP:

> All of Lots Numbered 9 through 20 and 33 through 36 and North Twenty-five feet of Lot 32 and Lots 28 and 29 and the North half of Lot 27 in the Byers and Murphy's Addition to Murphysburg 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_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-280

Case 042-20: Osborne Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

Ms. Jill Sullivan, Chairperson for the Historic Preservation Commission. I would like your permission to speak about all three of the cemeteries at once to save on time. There are some differences in the three cemeteries, but much is the same.

Mr. Ramsour and the Commission stated that would be fine to speak about all three at once.

Ms. Jill Sullivan stated how the project came about is we had the idea to follow suit with other cities, such ask Kansas City, for example. There are four city cemeteries, but only three are coming before you today. Cemeteries are cultural wonders and reflect the broad spectrum of the heritage and values of the communities. Joplin cemeteries are reflections of our past. Cemeteries are visited most often by heritage tourists.

Osborne and Parkway cemeteries were built around the same time. Osborne became official and opened in 1938, Parkway opened in 1933. All the stone for the gates, wall, and the entrance way were built by the city. They are architecturally significant and do have other significance and meet numerous criteria that is set by Preservation Commission.

Mr. Ramsour had a question about two of the three, especially Osborne Cemetery. The land to the West is underdeveloped what happens if all that property is zoned R-1-HP and 30 years down the road someone wanted to take the Western half and put an office building or another hospital?

Mr. Stanton stated that it is presently zoned R-1 (Single Family Residential). If the city decided to sell off and unused portion of this land, they or a potential developer would have to rezone that portion of land to make it useable. The HP overlay would not be beneficial to new development.

Mr. Ramsour wanted to know if you rezone this with the HP overlay does that make it more difficult to sell or to repurpose the land for another use.

Mr. Stanton stated it would not make it more difficult, unless someone wanted to develop a single-family residential neighborhood. In that case we would want them to rezone to R-1. For any other development that is beyond what is permitted in R-1, rezoning would need to take place whether the property is zoned R-1 or R-1-HP.

Mr. Ramsour asked if the Commissioners had any questions for Ms. Sullivan? They did not. Mr. Ramsour asked if there is anyone else to speak in favor of this case? There was not. Mr. Ramsour asked if there is anyone to speak in opposition of this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 042-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 042-20 A request to rezone from R-1 (Single-family Residential) to R-1-HP (Single-family Residential Historic Preservation)

LOCATION Osborne Cemetery

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Cemetery	Approx. 75 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1/C-O-PD	R-1	Out of City Limits	Out of City Limits
Land Use	Office	Cemetery/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
S McClelland Blvd	Arterial	70'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a residential which is appropriate for continued use as a cemetery.

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

The current zoning of R-1 is suitable in this area. The current and intended future use as a cemetery is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R1-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearly property.

DISCUSSION

R1-HP overlay zoning at this location is appropriate considering current use as a cemetery and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability or preservation or restoration.

Staff recommends approval of Case 042-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 042-20
Filing Fee: ~~$550.00~~
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S. Main Street ZIP: 64801

OWNER: City of Joplin PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: Osborne Cemetery

Present Zoning R-1 Requested Zoning: R1-HP Acreage: 74
Present Use of Property: Cemetery

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-1, C-0
South	residential	out of City limits
East	Cemetery	R-1
West	residential	Out of City limits

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? No
   If yes, explain:

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: McClelland Blvd
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 100'
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: _____

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

SIGNATURE: Thomas Walters DATE: 10-21-20

EMAIL: twalters@joplinmo.org

TITLE: City Planner

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No. 2019-11

Meeting Date: 7-16-19

LOCAL LANDMARK NOMINATION FORM

LOCATION

Address: 33rd & McClelland Blvd. (west side), Joplin, MO, 64804

Property Name (historic or common): Jesse F. Osborne Memorial Cemetery

OWNER INFORMATION

Name: City of Joplin, Missouri

Phone: 417-624-0820

Address: 602 S. Main St., Joplin, MO 64801

FORM PREPARED BY (if other than owner)

Name: Jill Sullivan

Phone: 417-365-1420

Address: 721 N. Sergeant Ave., Joplin, MO 64801

Relationship to Owner: Commissioner, Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Cemetery

Historic Use (if known): Cemetery

Public or Private: Public

Occupied or Unoccupied: N/A

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: Established 1938

Architect and/or Builder (if known): City of Joplin, FERA, and WPA

Building Materials (foundation, walls, roof, etc.): The fence and gate are made of native stone; the information kiosks are made of wood; tombstone and monument materials vary.

Architectural Style: This cemetery does not adhere to any one specific architectural style, but, through the headstones, illustrates varying architecture types, as noted in the Cemetery Survey

Form included in the supporting documentation for this nomination. **Please see Cemetery Survey Form in supporting documentation.**
Site Description (property and surrounding area): Newton County, Township 27, Range 33, Section 21. The cemetery's terrain is sloping. The cemetery has a FERA/WPA-era native stone entryway and is surrounded by a stone fence/wall of that same era. The surrounding area includes development, such as bank, hospital, offices, etc. **Please see copies of original Plat filings in supporting documentation.**

HISTORICAL SIGNIFICANCE

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Cemeteries are cultural wonders in their own right that reflect the broad spectrum of the heritage and the values of the communities in which they lay. Indeed, Joplin's cemeteries are reflections of the settling of our city. Like our historic architecture and landmark sites, our historic cemeteries are important factors in the telling of the development, values, and cultural character of our city. Additionally, cemeteries may be considered a facet of Heritage Tourism, defined as "traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past." Cemeteries are among the places visited often by heritage tourists, illustrating that people have a deep interest in learning about the past through cemeteries. **Please see Attachment A.**

2. Its location as a site of a significant local, county, state, or national event: The creation and early maintenance of Osborne Cemetery came about as the result of an unfortunate event—the Great Depression (1929-39). At a time when work was scarce, first the Federal Emergency Relief Administration (FERA) and then the Works Progress Administration (WPA) put people to work in Joplin. Osborne's native rock entranceway and native rock stone walls were created as result of this federal program. Thus, Osborne Cemetery is part of the nation-wide legacy left by the national FERA/WPA program. **Please see Attachment A.**

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The most prominent person associated with the Jesse F. Osborne Memorial Cemetery is the namesake himself, Jesse F. Osborne. Osborne was a beloved community leader who was elected mayor of Joplin five times, more than any other mayor, and considered an outstanding political leader throughout Jasper County and southwest Missouri. Having started his political career in the 1890s, Osborne contributed significantly to the early development of our community. In fact, he was serving as mayor at the time of his death, in 1926. When officials at City Hall learned of his death, flags over city buildings were immediately lowered to half-mast. Osborne is buried in Joplin's historic Fairview Cemetery, as that

was the only city cemetery at that time. City Council chose to name this cemetery the Jesse F. Osborne Memorial Cemetery in 1938. At the time of their decision, then-Mayor, Orville P. Mahoney, said, "He would not permit a memorial to be created for him in his lifetime and I think it entirely proper and fitting that we create the memorial after his death." Among those interred at Osborne are veterans from the Spanish-American War, both World Wars, Korea, and Vietnam. Also, members of the Masons, the Order of the Eastern Star, Oddfellows, Shriners, Woodsman, and law enforcement are buried in Osborne Cemetery. **Please see Attachment A.**

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: The native stone walls and native stone entryway at Osborne Cemetery are an embodiment of FERA/WPA architecture and are valuable for the study of the architectural legacy left by that federal program.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: N/A

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Like other cemeteries in Joplin (and cemeteries in general), the design, detailing, materials, and craftsmanship of the monuments within Osborne Cemetery embody a variety of architecturally significant types. For example, the FERA/WPA-era native stone entranceway and fence/wall. Further examples include the headstones/monuments themselves, the materials from which they are made, and the detail and decorative carvings found on them. Municipal cemeteries, such as Osborne, are meant to be useful to generations of residents and to reflect the tastes and values of the public in general. Thus, the entirety of the monuments within will not adhere to *one* particular style or type; rather they are a collection of the embodiments of different styles and types. In Osborne, one may find monuments comprised of materials that were in common use at the time the monuments were made, including metals (bronze and zinc) and stone (granite and marble). A wide variety of religious, military, and other decorative carvings are found on Osborne's monuments. In Osborne, some monument types include die in socket, die on base, lawn markers, plaques, urn, architectural forms, statuaries, and a columbarium.

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: N/A

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: N/A

10. Its suitability for preservation or restoration: Osborne Cemetery is well-suited for preservation and, as needed, restoration. Osborne, like the other city-owned cemeteries, is maintained by the Parks and Recreation Department of the City of Joplin. This department has performed ongoing maintenance and restoration at Osborne since its establishment. Creating a Local Historic Landmark District for Joplin's cemeteries does not alter the city's current commitment to maintaining its public cemeteries. **Please see Cemetery Survey Form in Attachment D – Supporting Documents for further details on physical condition of tombstones, markers, and monuments.**

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form. **Please see Attachment B.**
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available). **Please see Attachment C.**
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark. **Please see Attachment D.**

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Jill Sullivan

Signature: Jill Sullivan

Date: 28 June 2019

ATTACHMENT A – HISTORY

History of Jesse F. Osborne Memorial Cemetery *(Note: This history is derived from the attached supporting documentation.)*

Contrary to popular belief, the Jesse F. Osborne Memorial Cemetery, henceforth referred to simply as Osborne Cemetery, was not open to the public any earlier than 1938. Osborne Cemetery became the City of Joplin's third public, city-owned cemetery, with Fairview Cemetery being its first (1873) and Parkway Cemetery being its second (1933).

In 1931, Joe H. Myers, then Commissioner of Public Property and Public Utilities, realized that Fairview Cemetery would soon be full and considered plans for establishing a new cemetery on the new cemetery tract that ran along the east and west sides of McClelland park road. This cemetery tract eventually became two cemeteries—Parkway (east) and Osborne (west). Although this tract of land is commonly thought to have been donated to the city by the Osborne family, it was, in fact, purchased by the city during one of former Mayor Jesse F. Osborne's administrations, around 1922.

In the early 1930s, the city began developing the McClelland park road cemetery tracts, with Parkway Cemetery opening in 1933. Although preparations were being made as early as 1935 to open Osborne Cemetery, it wasn't until 1937 that Council began seeking a name for the new cemetery. In 1938, Council announced that the new city cemetery was named the Jesse F. Osborne Memorial Cemetery in his honor because "the tract of land converted into the cemetery was purchased by the city while Osborne was mayor and he promoted the project." They announced, too, that the newly-named, city-owned Osborne Cemetery was now, finally, open for public use.

In early 1939, soldiers' plots were dedicated for the American Legion, the United Spanish War Veterans, and the Veterans of Foreign Wars. By mid-1939, the WPA (formerly FERA) was still working on the cemetery's stone wall and entrance. In 1940, The Robert S. Thurman American Legion Post and George Klingman donated a 75-foot flagpole to be placed in the cemetery.

Osborne Cemetery has an extensive military section, with veterans of varying ranks who served in World War I, World War II, Korea, and Vietnam. Additionally, members of the Masons, Oddfellows, the Order of the Eastern Star, Shriners, and Woodsman are interred at Osborne. Uniquely, Osborne has a "Babyland" monument (see Attachment C – Photographs).

Interestingly, Osborne Cemetery records list the earliest burials in 1852, 1854, 1857, 1875, and 1877, prior to the time the tract was developed as a cemetery. All other burials in the cemetery, however, took place from 1938—the year which Osborne was, in fact, established as

a city-owned cemetery—onward. It's not uncommon for cemeteries to be developed in an area where older burials took place, which could explain the existence of gravesites dated prior to the time Osborne was developed.

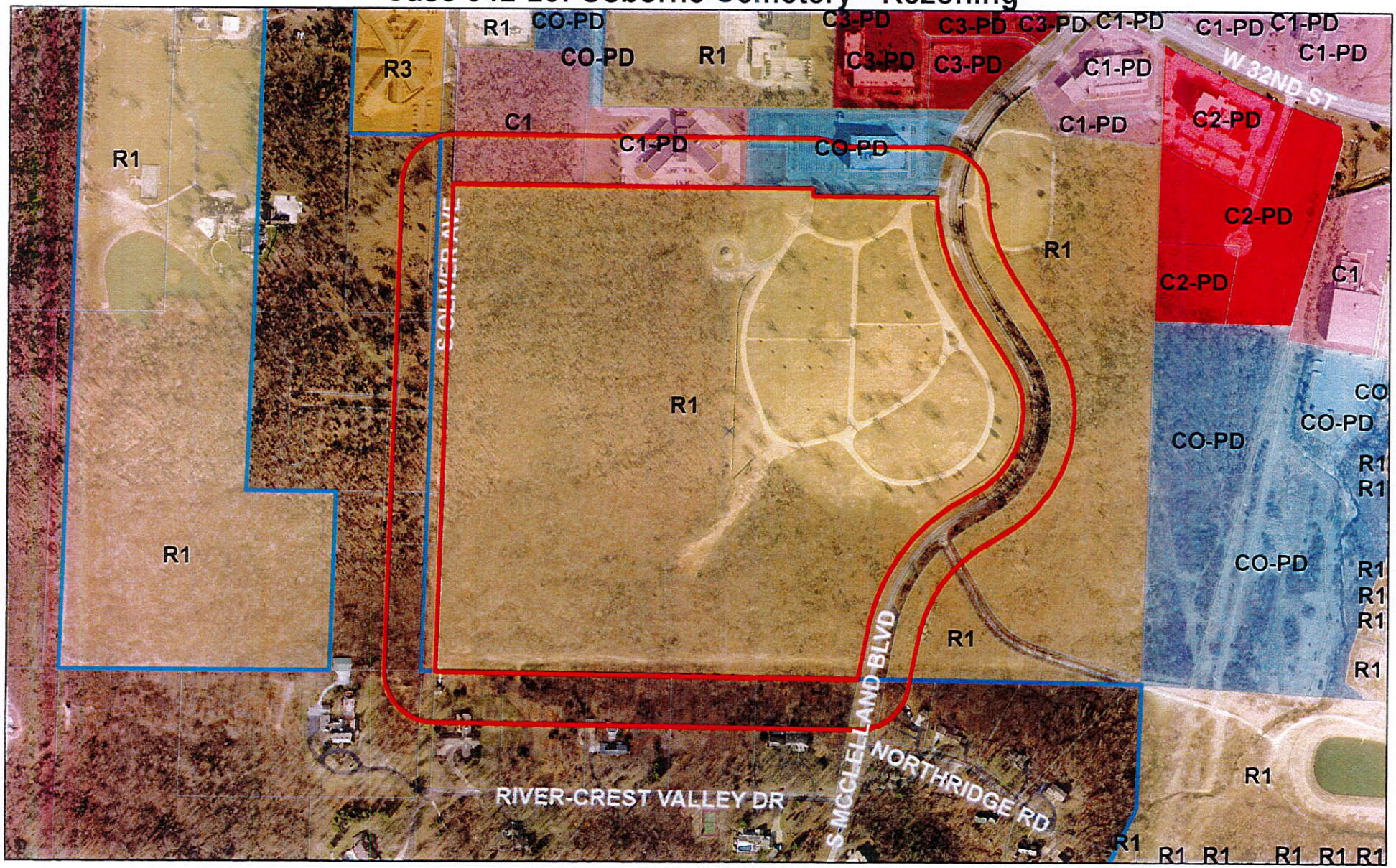
Persons of Note *Either* Interred at *or* Associated with Osborne Cemetery *(Note: This list is a work in progress rather than a comprehensive list.)*

- Osborne, Jesse F. – Community leader, former mayor, lawyer, realtor The Jesse F. Osborne House is listed as a Local Landmark.

Veterans Interred at Osborne Cemetery

- Spanish-American War
- World War I
- World War II
- Korea
- Vietnam

Case 042-20: Osborne Cemetery - Rezoning



Case 042-20: Osborne Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

0 255 510 1,020 1,530 2,040 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-280-Rezone to District R-1-HP

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 042-20: Osborne Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

BACKGROUND:
The Historic Preservation Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability of preservation or restoration.

The overlay will not have any changes or restrictions in the use of nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jill Sullivan, Chairperson for the Historic Preservation Commission, stated how the project came about is we had the idea to follow suit with other cities, such ask Kansas City, for example. There are four city cemeteries, but only three are coming before you today. Cemeteries are cultural wonders and reflect the broad spectrum of the heritage and values of the communities. Joplin cemeteries are reflections of our past. Cemeteries are visited most often by heritage tourists.

Mr. Ramsour had a question about two of the three, especially Osborne Cemetery. The land to the West is underdeveloped what happens if all that property is zoned R-1-HP and 30 years down the road someone wanted to take the Western half and put an office building or another hospital?

Mr. Stanton stated that it is presently zoned R-1 (Single Family Residential). If the city decided to sell off and unused portion of this land, they or a potential developer would have to rezone that portion of land to make it

useable. The HP overlay would not be beneficial to new development.

Mr. Ramsour wanted to know if you rezone this with the HP overlay does that make it more difficult to sell or to repurpose the land for another use.

Mr. Stanton stated it would not make it more difficult, unless someone wanted to develop a single-family residential neighborhood. In that case we would want them to rezone to R-1. For any other development that is beyond what is permitted in R-1, rezoning would need to take place whether the property is zoned R-1 or R-1-HP.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-280, Staff Planning Report, P&Z Commission Minutes

P & Z Case 042-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-280 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Osborne Cemetery, City of Joplin, Newton 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-1-HP:

That part of the Northeast Quarter of Section 21, Township 27, Range 33, Newton County, Missouri, lying South of 32nd Street and West of McClelland Boulevard. EXCEPT All of a tract of land located in the Northeast Quarter of Section 21, Township 27 North, Range 33 West, Newton County, Missouri and described as follows: Beginning at the Northeast corner of Section 21, Township 27 North, Range 32 West, Newton County, Missouri; thence South 1°28'West along the East line of said Section 186.41 feet, more or less, to a point on the Northeast right of way line of proposed 32nd Street relocation; thence at an angle to the right of 118°55'30" (bearing North 59°36'30"West) a distance of 80.92 feet to a point on the Northeast right of way line of proposed 32nd Street relocation (100 feet Southeasterly from the Southeast right of way line of McClelland Boulevard); thence at an angle to the right of 39°56'30" (bearing North 19°40'West) a distance of 129.47 feet to a point on the Southeast right of way line of McClelland Boulevard and 150 feet Northeasterly from the center line of proposed 32nd Street relocation; thence at an angle to the right of 47°59'30" (bearing North 28°19'30"East) a distance of 26.58 feet to a point on the North line of said Section 21; thence at an angle to the right of 61°40'30" (bearing North 90°East) a distance of 105.5 feet, more or less to the point of beginning. AND EXCEPT Beginning at a point 634 feet East and 50 feet South of the Northwest corner of the Northeast Quarter of Section 21, Township 27 North, Range 33 West; thence East 870 feet parallel to the North line of said Northeast Quarter of said Section; thence South 500 feet parallel to the West line of said Northeast Quarter of said Section; thence West 870 feet, parallel to the North line of said Northeast Quarter of said Section; thence North 500 feet parallel to the West line of said Northeast Quarter of said Section to the point of beginning. All within the North Half of the Northeast Quarter of Section 21, Township 27 North, Range 33 West, Newton County, Missouri. AND EXCEPT A tract of land in the Northwest Quarter of the Northeast Quarter of Section 21, Township 27 North, Range 33 West, in the city of Joplin, Newton County, Missouri, being more particularly described as follows: Commencing at a 60d nail found at the North Quarter corner of Section 21, Township 27 North, Range 33 West, Newton County, Missouri; thence South 01°19'14"West 50.01 feet along the West line of the Northwest Quarter of the Northeast Quarter of said Section 21; thence East 25.01 feet to a 5/8 inch iron pin set at the intersection of the South right of way line of 32nd Street and the East right of way line of Oliver Avenue, for the true point of beginning; thence East 300.00 feet along the South right of way line of 32nd Street to a 5/8 inch iron pin set at the Northeast corner of the tract; thence South 01°19'14"West 300.00 feet to a 5/8 inch iron pin set at the Southeast corner of the tract; thence West 300.00 feet to a 5/8 inch iron pin set at the Southwest corner of the tract and the East right of way line of Oliver Avenue; thence North 01°19'14"East 300.00 feet along the East right of way line of Oliver Avenue to

the true point of beginning. AND EXCEPT A tract of land located in the Northeast Quarter of Section 21, Township 27, Range 33, in the city of Joplin, Newton County, Missouri and described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Northeast Quarter; thence South 01°42'35"West along the West line of said Northeast Quarter, a distance of 50.01 feet; thence South 89°36'28"East and parallel with the North line of said Northeast Quarter a distance of 1504.01 feet to the point of beginning of the tract to be described; thence continuing South 89°36'28"East and parallel with said North line a distance of 377.53 feet; thence on a curve to the right having a radius of 905.37 feet, a chord bearing of South 79°12'25"East a chord distance of 326.26 feet, an arc distance of 328.06 feet, thence South 06°25'38"East a distance of 121.77 feet to a point on the West right of way line of McClelland Boulevard; thence on a curve to the right, along said West right of way line, having a distance of 1292.44 feet, a chord bearing of South 46°56'48"West a chord distance of 179.41 feet, an arc distance of 179.56 feet; thence continuing along said West right of way line South 50°47'10"West a distance of 111.62 feet; thence continuing along said West right of way line on a curve to the left having a radius of 624.78 feet, a chord bearing of South 26°59'20"West, a chord distance of 504.89 feet, an arc distance of 519.75 feet; thence North 89°36'28"West and parallel with said North line of the Northeast Quarter, a distance of 444.92 feet; thence North 00°23'33"East a distance of 29.00 feet; thence North 89°36'28"West and parallel with said North line of the Northeast Quarter, a distance of 244.00 feet; thence North 01°42'35"East and parallel with the West line of said Northeast Quarter, a distance of 297.02 feet; thence South 89°36'28"East and parallel with said North line of the Northeast Quarter, a distance of 400.00 feet; thence North 01°42'35"East and parallel with the West line of said Northeast Quarter, a distance of 500.00 feet to the point of beginning. AND EXCEPT Part of the Northeast Quarter of Section 21, Township 27, Range 33, city of Joplin, Newton County, Missouri, described as: Commencing at the Northwest corner of the Northeast Quarter of said Section 21; thence South 01°42'35"West along the West line of said Northeast Quarter 50.01 feet; thence South 89°36'28"East and parallel with the North line of said Northeast Quarter 534.01 feet to the true point of beginning; thence continuing South 89°36'28"East 100.00 feet; thence South 00°41'30"West 500.00 feet; thence North 89°36'28"West 100.00 feet; thence North 00°41'30"East 500.00 feet to the true point of beginning. AND EXCEPT Part of the Northeast Quarter of Section 21, Township 27, Range 33, city of Joplin, Newton County, Missouri, described as: Commencing at the Northwest corner of the Northeast Quarter of said Section 21; thence South 01°42'35"West along the West line of said Northeast Quarter 50.01 feet; thence South 89°36'28"East and parallel with the North line of said Northeast Quarter 1404.01 feet to the true point of beginning; thence continuing South 89°36'28"East 100.00 feet; thence South 00°41'30"West 500.00 feet; thence North 89°36'28"West 100.00 feet; thence North 00°41'30"East 500.00 feet to the true point of beginning. AND EXCEPT Commencing at the Northwest corner of the Northeast Quarter of Section 21, Township 27, Range 33, in the city of Joplin, Newton County, Missouri, thence South 89°36'28"East 325.0 feet along the North line of said Section; thence South 01°42'35"West 60.0 feet to the point of beginning; thence South 89°36'28"East 209.0 feet; thence South 01°42'35"West 290.0 feet; thence North 89°36'28"West 209.0 feet; thence North 01°42'35"East 290.0 feet to the point of beginning. AND EXCEPT Commencing at the Northwest corner of the Northeast Quarter of Section 21, Township 27, Range 33, in the city of Joplin, Newton County, Missouri, thence South 01°42'35"West along the West line of the Northeast Quarter of said Section 50.01 feet; thence South 89°36'28"East and parallel with the North line of said section 1504.01 feet to a point on the South right of way of West 32nd Street; thence South 01°42'35"West 500.00 feet; thence North 89°36'28"West 400.00 feet to the point of beginning; thence South 01°42'35"West 297.00 feet; thence North 89°36'28"West 586.67 feet; thence North 01°42'35"East 297.00 feet; thence South 89°36'28"East 586.67 feet to the point of beginning. AND EXCEPT A portion of the Northeast Quarter of Section 21, Township 27 North, Range 33 West, in the city of Joplin, Newton County, Missouri, described as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 21, Township 27 North, Range 33 West, in the city of Joplin, Newton County, Missouri; thence South 01°42'35"West along the West line of the Northeast Quarter of said section 50.01 feet; thence South 89°36'28"East and parallel with the North line of said section 1504.01 feet to a point on the South right of way of West 32nd Street; thence South 01°42'35"West 500.00 feet; thence North 89°36'28"West 986.67 feet to the point of beginning; thence South 01°42'35"West 297.00 feet; thence North 89°36'28"West 517.34 feet; thence North

01°42'35"East 500 feet; thence South 89°36'28"East 517.34 feet; thence South 01°42'35"West 203 feet to the point of beginning.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-281

Case 043-20: Parkway Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

Ms. Sullivan stated that Parkway Cemetery is associated with many members of our local African American Community who contributed significantly to greater Joplin, such as Melissa and Charles Cooper, The Meeks family, Ms. Susie Mae Reeves, Dr. Harold E. Brazil, who was a Tuskegee Airman. It also is architecturally significant and does have other significance and meets numerous criteria that is set by Preservation Commission.

Mr. Ramsour asked if the Commissioners had any questions for Ms. Sullivan? They did not. Mr. Ramsour asked if there is anyone else to speak in favor of this case? There was not. Mr. Ramsour asked if there is anyone to speak in opposition of this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. KIMBLE THAT CASE 043-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 043-20 A request to rezone from R-1 (Single-family Residential) to R-1-HP (Single-family Residential Historic Preservation)

LOCATION Parkway Cemetery

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Cemetery	Approx. 25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1-PD	C-O-PD/C-2-PD	R-1	R-1
Land Use	Office/Banking	Vacant	Single-family Residential	Cemetery

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future single-family residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S McClelland Blvd	Arterial	70'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a residential which is appropriate for continued use as a cemetery.

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

The current zoning of R-1 is suitable in this area. The current and intended future use as a cemetery is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R1-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearly property.

DISCUSSION

R1-HP overlay zoning at this location is appropriate considering current use as a cemetery and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability or preservation or restoration.

Staff recommends approval of Case 043-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 043-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S. Main Street ZIP: 64801

OWNER: City of Joplin PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: Parkway Cemetery

Present Zoning R-1 Requested Zoning: R1-HP Acreage: 25
Present Use of Property: Cemetery

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C1-PD
South	Residential	Out of City Limits
East	Hospital	CO-PD
West	Cemetery	R1

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? no
   If yes, explain:

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: McClelland Blvd
2. Classification of Street(s):
   Arterial x Collector _____ Local _____
3. Right-of-Way Width: 100'
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: _____

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

SIGNATURE: Thom Walters DATE: 10-21-20

EMAIL: twalters@joplinmo.org

TITLE: City Planner

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No. 2019-10

Meeting Date: 7-16-19

LOCAL LANDMARK NOMINATION FORM

LOCATION

Address: 33rd & McClelland Blvd. (east side), Joplin, MO, 64804

Property Name (historic or common): Parkway Cemetery

OWNER INFORMATION

Name: City of Joplin, Missouri

Phone: 417-624-0820

Address: 602 S. Main St., Joplin, MO 64801

FORM PREPARED BY (if other than owner)

Name: Jill Sullivan

Phone: 417-365-1420

Address: 721 N. Sergeant Ave., Joplin, MO 64801

Relationship to Owner: Commissioner, Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Cemetery

Historic Use (if known): Cemetery

Public or Private: Public

Occupied or Unoccupied: N/A

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: Established 1933

Architect and/or Builder (if known): City of Joplin, FERA, and WPA

Building Materials (foundation, walls, roof, etc.): The fence and gate are made of stone; the picnic tables are made of cement; the information kiosk is made of wood; tombstone materials vary.

Architectural Style: This cemetery does not adhere to any one specific architectural style, but, through the headstones, illustrates varying architecture features, as noted in the Cemetery Survey Form included in the supporting documentation for this nomination. **Please see Cemetery Survey Form in supporting documentation.**

Site Description (property and surrounding area): Newton County, Township 27, Range 33, Section 21. The cemetery's terrain slopes into a wooded area. FERA/WPA-era picnic tables and large, lush lawn to the south of the cemetery plots. Cemetery has a FERA/WPA-era stone entranceway and is surrounded by a stone fence/wall of that same era. The surrounding area includes development, such as bank, hospital, offices, etc. **Please see copies of original Plat filings in supporting documentation.**

HISTORICAL SIGNIFICANCE

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Cemeteries are cultural wonders in their own right that reflect the broad spectrum of the heritage and the values of the communities in which they lay. Indeed, Joplin's cemeteries are reflections of the settling of our city. Like our historic architecture and landmark sites, our historic cemeteries are important factors in the telling of the development, values, and cultural character of our city. Additionally, cemeteries may be considered a facet of Heritage Tourism, defined as "traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past." Cemeteries are among the places visited often by heritage tourists, illustrating that people have a deep interest in learning about the past through cemeteries. Additionally, Parkway Cemetery is unique in that it reflects a portion of our community that is historically marginalized and under-represented—Joplin's black community. Parkway Cemetery is an integral part of Joplin's history, especially Black History, as it is a monument to Joplin's black community. Not only is Parkway the first and only cemetery designed for exclusive use by Joplin's black citizens, but it served as a community gathering place during a time when black people and African Americans – locally, regionally, and nationally – had very few options available to them due to segregation in America. This important community aspect of Parkway is illustrated in the very layout of the cemetery grounds, which originally included camping and picnic areas. Also, these characteristics of Parkway are highlighted and documented in oral histories collected from and/or told by members of Joplin's black community. The large, lush lawn and picnic tables to the south of the cemetery are still available for use today. **Please see Attachment A.**

2. Its location as a site of a significant local, county, state, or national event: The creation and early maintenance of Parkway came about as the result of an unfortunate event—the Great Depression (1929-39). At a time when work was scarce, first the Federal Emergency Relief Administration (FERA) and then the Works Progress Administration

(WPA) put people to work in Joplin. Parkway's entranceway, stone walls, and picnic tables were created as result of this federal program. Thus, Parkway Cemetery is part of the nation-wide legacy left by the national FERA/WPA program. **Please see Attachment A.**

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Parkway Cemetery is associated with numerous activists, boundary-breakers, church leaders, civic/community leaders, educators, law enforcement officers, war veterans, and others who are either interred at the cemetery or are the family and friends of those who are. Examples include, though are not limited to, Melissa and Charles Cuther; the Meeks family; Ms. Susie May Reaves; Dr. Harold E. Brazil (a Tuskegee Airman); veterans from both World Wars, Korea, and Vietnam; and founders and former members of numerous civic groups. Additionally, Parkway is associated with current members of Joplin's black community who continue to preserve Parkway's legacy, such as Ms. Betty Smith. **Please see Attachment A.**

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: The native stone walls, native stone entryway, and the cement picnic tables at Parkway Cemetery are an embodiment of FERA/WPA architecture and are valuable for the study of the architectural legacy left by that federal program.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: N/A

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturallysignificant: Like other cemeteries in Joplin (and cemeteries in general), the design, detailing, materials, and craftsmanship of the monuments within Parkway Cemetery embody a variety of architecturally significant types. For example, the FERA/WPA-era stone entranceway, fence/wall, and picnic tables. Further examples include the headstones/monuments themselves, the materials from which they are made, and the detail and decorative carvings found on them. Municipal cemeteries, such as Parkway, are meant to be useful to generations of residents. Thus, the entirety of the monuments within will not adhere to *one* particular style or type. Within Parkway, one may find monuments comprised of materials that were in common use at the time the monuments were made, including metals, stones, concrete, and homemade. A wide variety of religious, military, and other decorative carvings are found on Parkway's monuments. In Parkway, some monument types include die in socket, die on base, lawn markers, and plaques.

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: N/A

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: N/A

10. Its suitability for preservation or restoration: Parkway Cemetery is well-suited for preservation and, as needed, restoration. Parkway, like the other city-owned cemeteries, is maintained by the Parks and Recreation Department of the City of Joplin. This department has performed ongoing maintenance and restoration at Parkway since its establishment. Creating a Local Historic Landmark District for Joplin's cemeteries does not alter the city's current commitment to maintaining its public cemeteries. **Please see Cemetery Survey Form in Attachment D – Supporting Documents for further details on physical condition of tombstones, markers, and monuments.**

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form. **Please see Attachment B.**
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available). **Please see Attachment C.**
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark. **Please see Attachment D.**

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Jill Sullivan

Signature: Jill Sullivan

Date: 28 June 2019

ATTACHMENT A – HISTORY

History of Parkway Cemetery *(Note: This history is derived from the attached supporting documentation.)*

Prior to the establishment of Parkway Cemetery, Joplin's citizens - black, white, and others - were buried in the only city-owned cemetery, Fairview Cemetery. In 1931, Joe H. Myers, then Commissioner of Public Property and Public Utilities, realized that Fairview Cemetery would soon be full and considered plans for establishing a new cemetery on the new cemetery tract that ran along the east and west sides of McClelland park road. This cemetery tract eventually became two cemeteries—Parkway (east) and Osborne (west). Although this tract of land is commonly thought to have been donated to the city by the Osborne family, it was, in fact, purchased by the city during one of former Mayor Jesse F. Osborne's administrations, around 1922.

In May 1932, a committee of Joplin's Colored Citizens' Club requested that Commissioner Myers set aside a portion of the newly considered city cemetery exclusively for use by Joplin's black citizens. Myers agreed and, in 1933, announced plans to develop the east side of the McClelland park road cemetery tract solely for use by Joplin's black citizens. Also at that time, Myers let it be known that the black plot in Fairview Cemetery was full and the city was no longer able to accommodate the burial of black persons in that cemetery (though accommodations were still being made for white persons in a new addition).

In April 1933, work began to clear the east side of the McClelland park road cemetery tract for exclusive use by Joplin's black community. Later that same year, in August, the city commission (i.e. Council) chose 'Parkway Cemetery' as the official name for the new all-black cemetery. It is not known why, exactly, the Council chose the name 'Parkway' for the new cemetery. While the east side of the McClelland park road tract was developed as an all-black cemetery, the tract on the west side was reserved for later development for use by white persons.

Although the city-owned Parkway Cemetery opened to Joplin's black citizens in 1933, the earliest tombstone burial date reads 1932. According to the city's cemetery records, Joseph Stover was initially interred at Fairview Cemetery in 1932, where he was then disinterred and reinterred at Parkway Cemetery upon Parkway's opening, in 1933. Parkway Cemetery has been in use since 1933 and continues to be in use today.

In addition to serving as a burial ground for Joplin's black citizens, Parkway Cemetery historically served as a gathering place for black families during a time when black people had very few choices for gathering spaces. According to local oral histories from those within Joplin's black community, funerals and celebrations of life were all-day events. Family and

friends traveled from afar and used the lawn to the south of the cemetery as camping and picnic grounds. Thus, Parkway Cemetery offered an integral space for fellowship among black people and African-Americans during unfortunate times of segregation in America.

Among those interred at Parkway are veterans from World Wars I and II, the Korean War, and Vietnam; former law enforcement officers; members of the Masons and the Order of the Eastern Star; and citizens who contributed significantly to the development of Joplin's black community and the community at large, such as Melissa and Charles Cuther, and other early educators, entrepreneurs, leaders, and others.

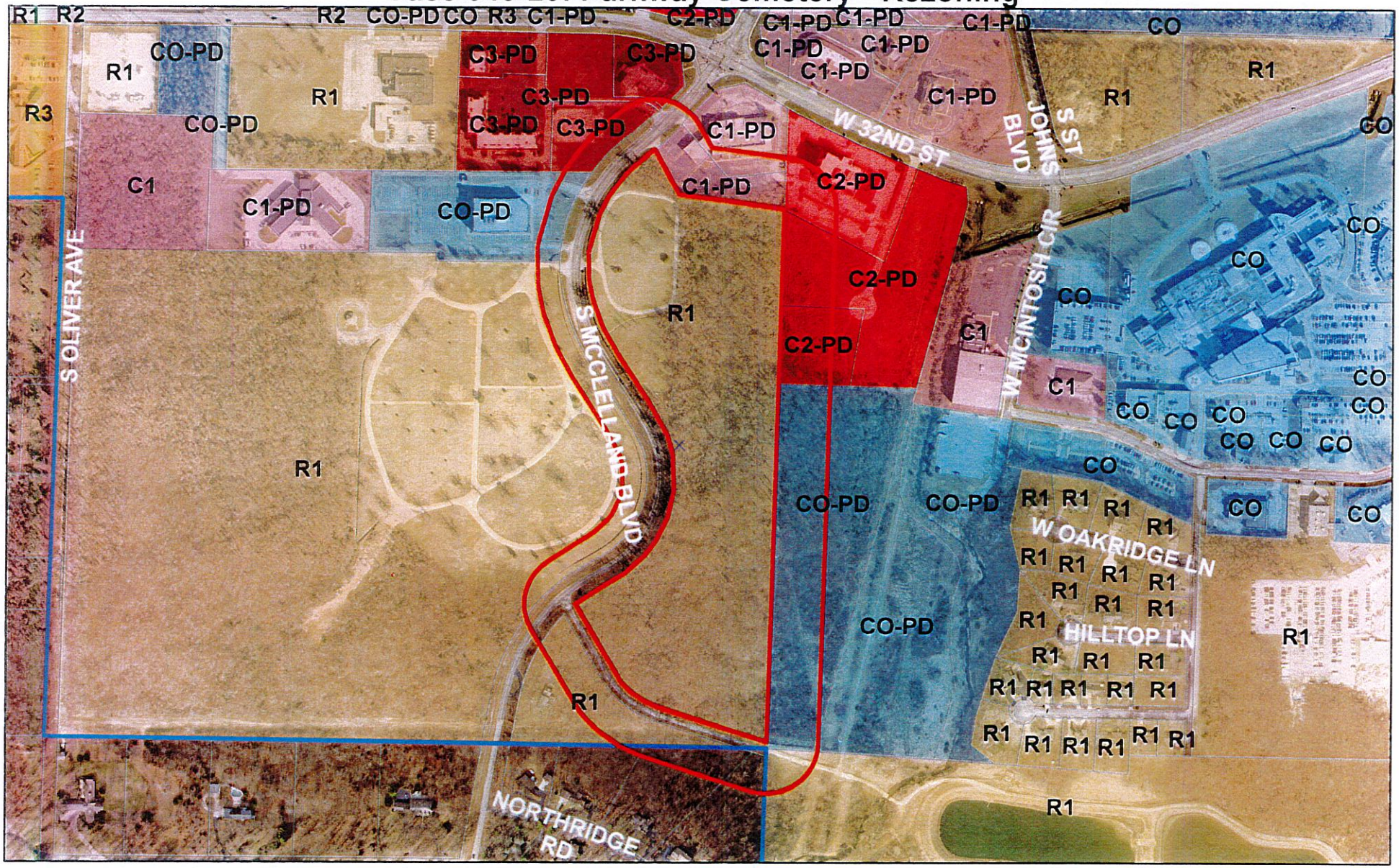
Persons of Note *Either* Interred at *or* Associated with Parkway Cemetery *(Note: This list is a work in progress rather than a comprehensive list.)*

- Brazil, Harold E. – Tuskegee airman
- Carr, Ernestine – First African American surgical nurse, community leader
- Cuther, Charles and Melissa – Community leaders, boundary-breakers
- Gray, Betty Robinson – Educator, community leader
- Harlow, J.F. – Instrumental in establishment of the cemetery
- Jones, James – Instrumental in establishment of the cemetery
- Meeks, Thelma – Educator, community leader
- Reaves, Susie May – Activist, advocate, community leader
- Smith, Betty – Activist, advocate, community leader, historian
- Stover, Joseph – Veteran (first interred at Fairview, disinterred and reinterred at Parkway)

Veterans Interred at Parkway Cemetery

- World War I
- World War II
- Korea
- Vietnam

Case 043-20: Parkway Cemetery - Rezoning



Case 043-20: Parkway Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

0 255 510 1,020 1,530 2,040 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-281-Rezone to District R-1-HP

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 043-20: Parkway Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin.

BACKGROUND:
The Historic Preservation Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability of preservation or restoration.

The overlay will not have any changes or restrictions in the use of nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Sullivan stated that Parkway Cemetery is associated with many members of our local African American Community who contributed significantly to greater Joplin, such as Melissa and Charles Cooper, The Meeks family, Ms. Susie Mae Reeves, Dr. Harold E. Brazil, who was a Tuskegee Airman. It also is architecturally significant and does have other significance and meets numerous criteria that is set by Preservation Commission.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-281, Staff Planning Report, P&Z Commission Minutes

P & Z Case 043-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-281 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Parkway Cemetery, City of Joplin, Newton 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-1-HP:

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 33, Newton County, Missouri, lying South of 32nd Street and East of McClelland Boulevard, EXCEPT Commencing at the Northeast corner of Section 21, Township 27, Range 33, in the City of Joplin, Newton County, Missouri; thence South 1°26' West along the East line of Section 21, 300.22 feet to a point being 50.0 feet squarely off the center line of 32nd Street and the point of beginning; thence North 63°26'West parallel with the centerline of 32nd Street 177.97 feet; thence South 78°39'West 98.88 feet to a point on the East right of way of McClelland Boulevard; thence Southwesterly along the East right of way of McClelland Boulevard on a chord bearing South 45°31'West a distance of 315.26 feet; thence South 23°32'10"East 167.50 feet; thence South 80°21'40"East 410.37 feet to a point on the East line of and 683.38 feet South of the Northeast corner of Section 21; thence North 1°26'East 383.16 feet to the point of beginning. (Freeman/Arvest) AND EXCEPT All of a tract of land described as commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 21, Township 27, Range 33, in the city of Joplin, Newton County, Missouri, thence North 89°51'36"West along the South line of said Southeast Quarter of the Northeast Quarter 163.56 feet to the point of beginning; thence North 89°51'36"West along the South line of said Southeast Quarter of the Northeast Quarter 769.73 feet to the East right of way line of McClelland Park Road; thence in a Northeasterly direction along the East right of way line of McClelland Park Road, 520.0 feet, more or less to the South right of way line of the road to the city of Joplin Shoal Creek sewage disposal plant, said point being 25.0 feet squarely off the centerline of the existing road; thence in a Southeasterly direction, and 25.0 feet squarely off the centerline of said road, 780.0 feet more or less to the point of beginning.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2020-282

Case 044-20: Forest Park Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

Ms. Sullivan stated that Forest Park Cemetery is unique. It was a private cemetery then the City of Joplin acquired it in 1988. Forest Park cemetery was started in the 1880s. It has some of Joplin's early settlers who started the development and shape of the community. It is architecturally significant and does have other significance and meets numerous criteria that is set by Preservation Commission.

Mr. Ramsour asked if the Commissioners had any questions for Ms. Sullivan? They did not. Mr. Ramsour asked if there is anyone else to speak in favor of this case? There was not. Mr. Ramsour asked if there is anyone to speak in opposition of this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 044-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Rezoning

CASE 044-20 A request to rezone from R-1 (Single-family Residential) to R-1-HP (Single-family Residential Historic Preservation)

LOCATION Forest Park Cemetery

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Cemetery	Approx. 25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2-PD/M2	C-2-PD	C-2-PD	R-1
Land Use	Retail Commercial	Retail Commercial/Mall	Retail Commercial	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 4th Street	Collector	80'
S. Rangeline Rd	Arterial	100"

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a residential which is appropriate for continued use as a cemetery.

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

The current zoning of R-1 is suitable in this area. The current and intended future use as a cemetery is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R1-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearly property.

DISCUSSION

R1-HP overlay zoning at this location is appropriate considering current use as a cemetery and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature.
10. Suitability or preservation or restoration.

Staff recommends approval of Case 044-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 044-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S. Main Street ZIP: 64801

OWNER: City of Joplin PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: Forest Park Cemetery

Present Zoning R-1 Requested Zoning: R1-HP Acreage: 24
Present Use of Property: Cemetery

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Retail	M-2
South	Retail	C-3
East	Retail	C2-PD
West	residential	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? no
   If yes, explain:

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: Rangeline & 4th St
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 100'
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: _____

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

SIGNATURE: Thomas Walters DATE: 10-21-20

EMAIL: twalters@joplinmo.org

TITLE: City Planner

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No. 2019-09

Meeting Date: 7-16-19

LOCAL LANDMARK NOMINATION FORM

LOCATION

Address: 102 N. Range Line Rd., Joplin, MO, 64801

Property Name (historic or common): Forest Park Cemetery

OWNER INFORMATION

Name: City of Joplin, Missouri

Phone: 417-624-0820

Address: 602 S. Main St., Joplin, MO 64801

FORM PREPARED BY (if other than owner)

Name: Jill Sullivan

Phone: 417-365-1420

Address: 721 N. Sergeant Ave., Joplin, MO 64801

Relationship to Owner: Commissioner, Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Cemetery

Historic Use (if known): Cemetery

Public or Private: Public

Occupied or Unoccupied: N/A

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: Established 1880s; City acquired in 1988

Architect and/or Builder (if known): Unknown

Building Materials (foundation, walls, roof, etc.): The information kiosk is made of wood; tombstones and such vary.

Architectural Style: This cemetery does not adhere to any one specific architectural style, but, through the headstones and other elements, illustrates varying architecture types, as noted in

the Cemetery Survey Form included in the supporting documentation for this nomination. **Please see Cemetery Survey Form in supporting documentation.**
Site Description (property and surrounding area): Township 27, Range 33, Section 1, Jasper County, City of Joplin. About 25 acres, fairly level with trees, surrounded by commercial development. **Please see the Legal Description in Attachment D – Supporting Documents.**

HISTORICAL SIGNIFICANCE

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Cemeteries are cultural wonders in their own right that reflect the broad spectrum of the heritage and the values of the communities in which they lay. Indeed, Joplin's cemeteries are reflections of the settling of our city. Like our historic architecture and landmark sites, our historic cemeteries are important factors in the telling of the development, values, and cultural character of our city. Additionally, cemeteries may be considered a facet of Heritage Tourism, defined as "traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past." Cemeteries are among the places visited often by heritage tourists, illustrating that people have a deep interest in learning about the past through cemeteries. Forest Park Cemetery is further valuable as part of our community's heritage because it began as a private cemetery owned and managed by one of the first church congregations in the area. **Please see Attachment A.**

2. Its location as a site of a significant local, county, state, or national event: N/A

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Given its early development, Forest Park Cemetery is identified with some of Joplin's earliest settlers who started the development and shaping of our community. Current research suggests that the Turk Family is perhaps the most notable. Jeremiah Turk donated land to Shoal Creek Baptist Church in 1884 to establish the church and, in 1888, he laid out Forest Park Cemetery. Turk's land donation enabled the establishment of one of Joplin's oldest religious institutions, which is a significant contribution to the development of our community. Moreover, veterans from the American Civil War, the Spanish-American War, World War I, and World War II are interred at Forest Park Cemetery. As are members of the Masons, the Order of the Eastern Star, Oddfellows, Shriners, and Woodsman.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: N/A

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: N/A

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Like other cemeteries in Joplin the design, detailing, materials, and craftsmanship of the monuments within Forest Park Cemetery embody a variety of architecturally significant types. Examples include the headstones/monuments themselves, the materials from which they are made, and the detail and decorative carvings found on them. The entirety of the monuments within Forest Park do not adhere to *one* particular style or type; rather they are a collection of the embodiments of different styles and types. In Forest Park, monuments are comprised of materials that were in common use at the time the monuments were made, including metals (bronze, iron, and zinc) and stone (granite and marble), concrete, concrete, and other indigenous materials, such minerals, rocks, and more. A wide variety of religious, military, and other decorative carvings are found on Forest Park's monuments. In Forest Park, some monument types include die in socket, die on base, lawn markers, plaques, urns, architectural forms, statuaries, ledger/slab stones, box tombs, and mausoleums, including one for public use.

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: Forest Park Cemetery is uniquely located on one of the first religious establishments in the City of Joplin, Shoal Creek Baptist Church, which developed on this location in the early 1880s. Today, the church continues as Forest Park Baptist Church.

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: N/A

10. Its suitability for preservation or restoration: Forest Park Cemetery is well-suited for preservation and, as needed, restoration. Forest Park, like the other city-owned cemeteries, is maintained by the Parks and Recreation Department of the City of Joplin. This department has performed ongoing maintenance and restoration at Forest Park since the city acquired the cemetery in 1988. Creating a Local Historic Landmark District for Joplin's cemeteries does not alter the city's current commitment to maintaining its public cemeteries. **Please see Cemetery Survey Form in Attachment D – Supporting**

Documents for further details on physical condition of tombstones, markers, and monuments.

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form. **Please see Attachment B.**
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available). **Please see Attachment C.**
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark. **Please see Attachment D.**

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Jill Sullivan

Signature: Jill Sullivan

Date: 28 June 2019

ATTACHMENT A - HISTORY

History of Forest Park Cemetery *(Note: This history is derived from the attached supporting documentation.)*

Forest Park Cemetery is unique among Joplin's municipal cemeteries in that it has a long history of changed ownership and is the most recently acquired city cemetery. Jeremiah Turk, an early citizen of what would become Joplin, donated land to Shoal Creek Baptist Church (No. 1) to establish a church and develop a cemetery. The church had recently split into two factions (No.1 and No.2), with the Joplin faction acquiring the land at Central Street and Range Line Road in 1884. Jeremiah Turk himself laid out Forest Park cemetery in 1888. Prior to that time, the church cemetery was referred to as Old Baptist Cemetery, Turk Cemetery, or, as in one newspaper account, Kirk Cemetery.

About 1913, another early citizen, T.C. Clary, laid out cemetery tracts alongside the Forest Park tract. Unfortunately, Clary made a bad deal with some "promotors" from Chicago in 1917 and, after going to court, his cemetery tract was put into foreclosure and purchased by the Forest Park Cemetery Association to become one Forest Park Cemetery.

Due to rapid growth, the Forest Park congregation moved to another location in 1948. Since that time, Forest Park Cemetery has changed ownership over the years, with the City of Joplin acquiring it in 1988.

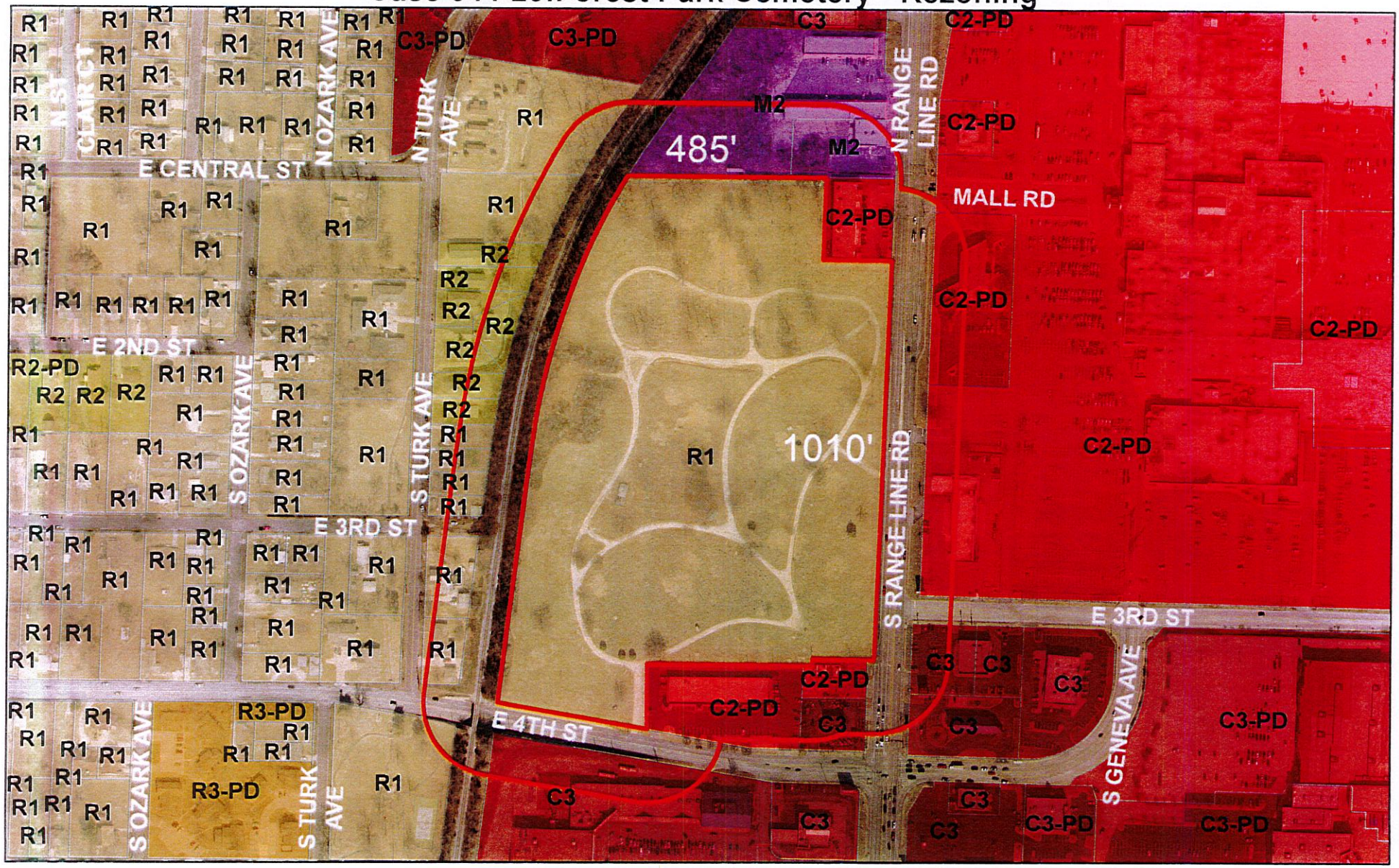
Persons of Note Interred at Forest Park Cemetery *(Note: This list is a work in progress rather than a comprehensive list.)*

- Jeremiah Turk and family - Early citizens who donated the land for Shoal Creek Baptist Church and the initial Forest Park Cemetery tract

Veterans Interred at Forest Park Cemetery

- Civil War
- Spanish-American War
- World War I
- World War II

Case 044-20:Forest Park Cemetery - Rezoning



Case 044-20:Forest Park Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin

0 175 350 700 1,050 1,400 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-282-Rezone to District R-1-HP

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 044-20: Forest Park Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for Historic Preservation – City of Joplin.

BACKGROUND:
The Historic Preservation Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability of preservation or restoration.

The overlay will not have any changes or restrictions in the use of nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Sullivan stated that Forest Park Cemetery is unique. It was a private cemetery then the City of Joplin acquired it in 1988. Forest Park cemetery was started in the 1880s. It has some of Joplin's early settlers who started the development and shape of the community. It is architecturally significant and does have other significance and meets numerous criteria that is set by Preservation Commission.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-282, Staff Planning Report, P&Z Commission Minutes

P & Z Case 044-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-282 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Forest Park Cemetery, 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-1-HP:

All that part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 1, Township 27, Range 33 lying East of the St. Louis and San Francisco Railroad Company right-of-way, EXCEPT a Tract of Land one acre square in the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 1, Township 27, Range 33, and EXCEPT Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 1, Township 27, Range 33, thence West along the South line of said Northeast Quarter of the Southeast Quarter,42.20 feet to the point of beginning, thence N1°23'E along the West right-of-way line of U. S. Highway 71 a distance of 94.0 feet, thence N15°25'E along the West right-of-way line of U. S. Highway 71 a distance of 3.09 feet, thence West parallel with and 97.0 feet North of said South line of the Northeast Quarter of the Southeast Quarter a distance of 147.75 feet, thence S1°23'W a distance of 17.0 feet, thence West a distance of 153.0 feet, thence S1°23'W a distance of 80.0 feet to said South line of the Northeast Quarter of the Southeast Quarter, thence East 300.0 feet to the point of beginning, and EXCEPT Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 1, Township 27, Range 33, thence West along the South line of said Northeast Quarter of the Southeast Quarter, 42.20 feet to the West right-of-way line of U. S. Highway 71, thence West along said South line of the Northeast Quarter of the Southeast Quarter a distance of 300.0 feet to the point of beginning, thence N1°23'E a distance of 80.0 feet, thence West a distance of 250.0 feet, thence S1°23'W a distance of 80.0 feet to said South line of the Northeast Quarter of the Southeast Quarter, thence East along said South line of the Northeast Quarter of the Southeast Quarter a distance of 250.0 feet to the point of beginning, all in the City of Joplin, Jasper County, Missouri. ALSO, All that part of Miscellaneous Tract Numbered Five (5) in Section 1, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, described as follows: Beginning at a point 592.20 feet West of the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 1, thence South 81.15 feet, more or less, to the North line of Fourth Street, thence Westerly and on the North right-of-way line of Fourth Street a distance of 301.51 feet, thence N6°37'E a distance of 10 feet, thence N80°25'W to a point 105 feet East of the center line of the Missouri Pacific Railroad right-of-way thence North, and parallel with and 105 feet East of said center line of railroad, to the North line of said Southeast Quarter of the Southeast Quarter, thence East to the point of beginning. Above described Tracts being all of Forest Park Cemetery and Forest Park Cemetery Addition as set forth on Plats file in the Office of the Recorder of Deeds of Jasper County, Missouri.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-283

Case 045-20: Street Vacation – A request to vacate approximately 120' of W. 11th Street right-of-way lying East of S. Byers Ave. – Boyd Metals of Joplin

Steven Crane representing Boyd Metals. Boyd Metals recently purchased the property to the south. They are requesting a street vacation for that little portion of property. They use it for parking, moving forklifts back and forth on that property, and trucks will pull into that property there.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Crane. He also asked about utilities on that piece they want to vacate.

Mr. Stanton stated they provided letters of consent from the area utility companies.

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

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 045-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Vacation

CASE 045-20 A request to vacate approximately 120' of W. 11th St. right-of-way lying East of S. Byers Ave. and South of W 7th St.

APPLICANT Boyd Metals

REPRESENTATIVE Audie Dennis

LOCATION East of the intersection of W. 11th St. and S. Byers Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 120' x 50'

REASON FOR VACATION

Boyd Metals is looking to consolidate the land they hold in the area. Additionally, 11th Street currently dead ends into their property leading to some vehicles using it to turn around.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities will not be required.

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

No plans for new utilities to be located in the right-of-way.

DISCUSSION

Boyd Metals has applied to vacate this small portion of 11th Street right-of-way to consolidate the land they own in this area. In addition, 11th Street right now terminates and spills into their property leading to vehicles using their property to turn around.

Vacating this portion of right-of-way will also remove the burden of its maintenance from the City.

Staff recommends approval of Case 045-20.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 045-20
Filing Fee: ~~$500.00~~ $50.00
Date Advertised:
Date Notices Sent 10-26-20
Public Hearing Date: 11-9-20

I. Applicant Name: Boyd Metals of Joplin, Inc. Phone: 417-626-2693

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 1027 Byers Avenue, Joplin MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ✓

Alley Vacation_____

Utility vacation_____

Other (Please specify)_____

III. Legal Description of area requested to be vacated: Attached.

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. We purchased the Richland Mechanical property and they are the only other users of this portion of 11th St.

2. The vacation will not cause the public to suffer a loss or inconvenience. See above. This portion of 11th is realistically nothing more than a drive into our property.

3. In justice to the applicant(s) the vacation should be granted. Boyd wishes to have this property in order be able to maximize our use of the Richland property as we seek to grow and expand.

V. Required Attachments:

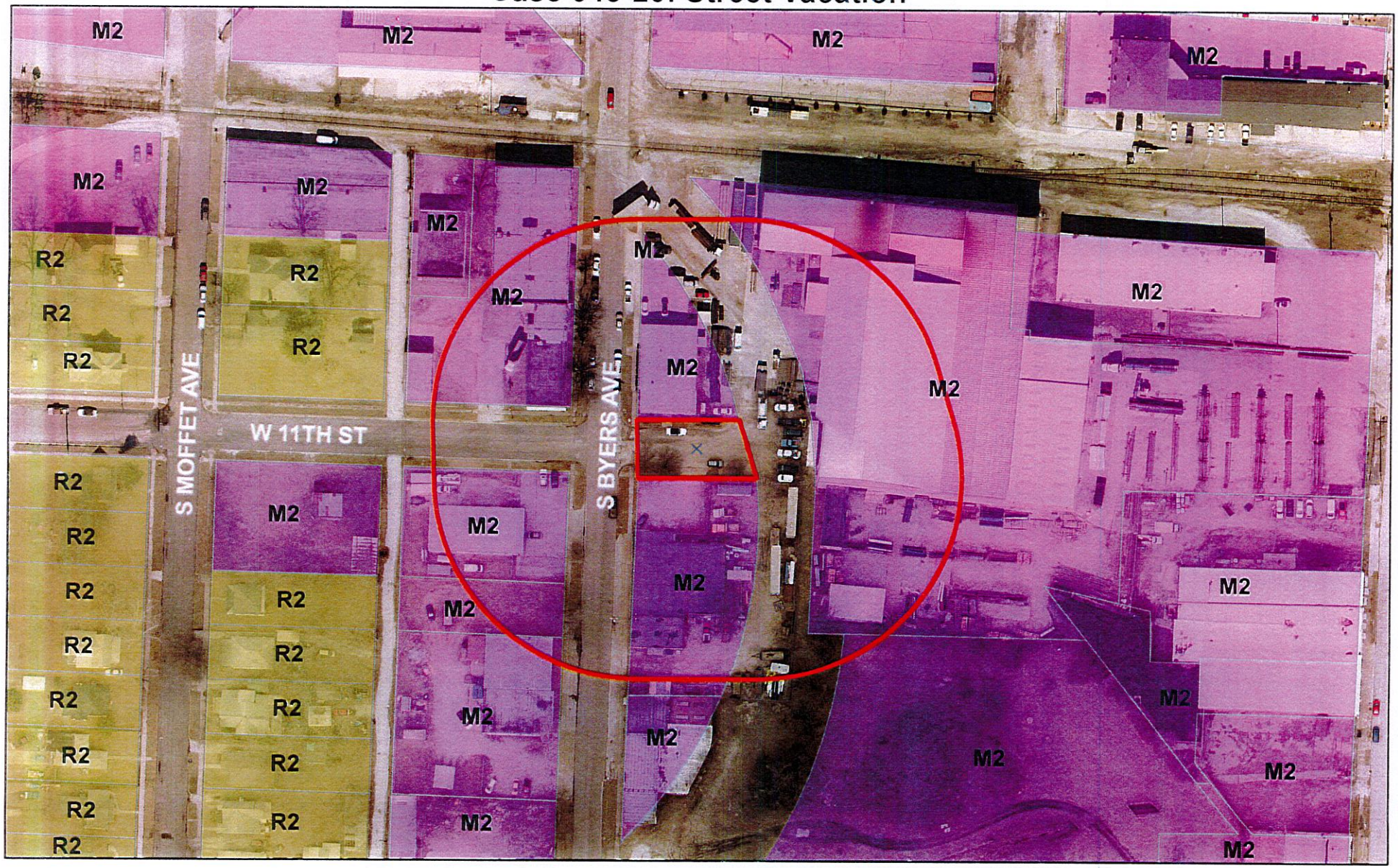
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation. N/A

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

Case 045-20: Street Vacation



Case 045-20: Street Vacation – A request to vacate approximately 120' of W. 11th Street right-of-way lying East of S. Byers Ave. – Boyd Metals of Joplin, Inc.

0 62.5 125 250 375 500 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-283-Street Vacation

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 045-20: Street Vacation – A request to vacate approximately 120' of W. 11th Street right-of-way lying East of S. Byers Ave. – Boyd Metals of Joplin, Inc.

BACKGROUND:
Boyd Metals has applied to vacate this small portion of 11th Street right-of-way to consolidate the land they own in this area. In addition, 11th Street right now terminates and spills into their property leading to vehicles using their property to turn around.

Vacating this portion of right-of-way will also remove the burden of its maintenance from the City.

PLANNING & ZONING COMMISSION TESTIMONY:
Steven Crane representing Boyd Metals. Boyd Metals recently purchased the property to the south. They are requesting a street vacation for that little portion of property. They use it for parking, moving forklifts back and forth on that property, and trucks will pull into that property there.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, (5 in Favor, 1 Absent).
Staff recommends approval of Case 045-20.

ATTACHMENTS:
CB 2020- 283, Staff Planning Report, P&Z Commission Minutes

P & Z Case 045-20
Boyd Metals of Joplin, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020- 283 ORDINANCE NO.

AN ORDINANCE providing the street vacation approximately 120 feet of W. 11th St. lying East of S. Byers Ave. St. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That part of a public street right-of-way being located approximately 120 feet of W. 11th St. lying East of S. Byers Ave. St. in the City of Joplin, Jasper County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> A part of Eleventh (11th) Street being described as Beginning at the Northwest Corner of Lot Number Nine (9) in Carter's First Addition to the City of Joplin, Jasper County, Missouri, thence North along the East line of Byers Avenue 60.00 feet to the Southwest Corner of Lot number Eight (8) in Carter's First Addition to the City of Joplin, Jasper County, Missouri, thence East along the South line of said Lot Number Eight (8) 87.20 feet more or less to the Westerly Right-of-way of the Frisco Railroad, thence Southeasterly along said Railroad Right-of-way to the North line of Lot Number Nine (9) in Carter's First Addition to the City of Joplin, Jasper County, Missouri, thence along the North line of said Lot Number Nine (9) 98.10 feet more or less to the point of beginning,

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

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

_____
ATTEST: Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-529 – Approving an Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District (CID).

MEETING DATE
December 7, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-529 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Add Property; Map of Property

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. This property is adjacent to the existing CID property and share substantially the same characteristics as the original property.

This property is required to be in the CID in order to make street infrastructure improvements as set forth in the redevelopment plan. In order to annex the property in the CID, Council must determine the property is blighted. Council declared the surrounding property blighted based upon the blight study submitted by Sterrett Urban, LLC.

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

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

The study concludes the following blight factors are present:

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

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.

EXHIBIT "A"

AMENDED PETITION TO AMEND BOUNDARIES AND ADD PROPERTY TO

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020
Re-Submitted November 12, 2020

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	CID RESOLUTION NOS. 2020-08 AND 2020-11

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 ("**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 Petition to Amend Boundaries and Add Property to the District was filed with the City on October 29, 2020. The District and the Petitioners are filing this Amended Petition to Amend Boundaries and Add Property to the District to include two (2) additional tracts. With this amendment, the District and petitioners are seeking to add a total of five (5) additional tracts to the District.

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 three regional detention basins as part of a larger redevelopment project. 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. The following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a)(i) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store (the site of the proposed Menards store is referenced herein as the "**Carved-Out Tract**"); (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract; and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road (collectively, "**Hammons Boulevard Property**"); and (b) two (2) contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("**Victory Ministry Tract**"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("**Victory Ministry**"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("**JDHQ Tract**"), which tract is owned by JDHQ Land Holding, LLC, a Delaware limited liability company ("**JDHQ**") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "**New Tract C Property**").

To facilitate implementation of the District's public improvements project, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract and Victory Ministry as the current owner of the Victory Ministry Tract (collectively, the "**Petitioners**"), now desire to add the Hammons Boulevard Property and the New Tract C Property (collectively, the "**Adjacent Property**") to the District as permitted under the Act.

The Petitioners are the current owners of the Adjacent Property and request that the boundaries of the District be amended by adding the Adjacent Property to the District ("**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.*

Petitioners are the owner of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be added to the District, and (2) comprise more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be added to the District.

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**

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**").

5. **Total Assessed Value of Adjacent Property**

The Hammons Boulevard Property and the JDHQ Tract are parts of a larger tax identification parcel owned by Petitioner JDHQ. Based on an analysis of the assessed value of the property owned by Petitioner JDHQ as reported by Newton County, the total estimated assessed value of all real property located within the Hammons Boulevard Property and the JDHQ Tract is approximately $1,961.

The Victory Ministry Tract comprises only a portion of a larger tax identification parcel owned by Petitioner Victory Ministry. Based on an analysis of the assessed value of the property owned by Petitioner Victory Ministry as reported by Newton County, the total estimated assessed value of all real property located within the Victory Ministry Tract is approximately $0.

6. **Determination of Blight, Blight Remediation and Public Purpose as to Adjacent Property**

Petitioners request that the City Council take notice of the Ordinance, finding, among other things, that the District area described in the Formation Petition 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 find that the Adjacent Property is also a blighted area under Section 67.1401.2(3)(b), RSMo, of the Act. The Adjacent Property is adjacent to the District and shares substantially similar characteristics as the remainder of the District area that was found to be a blighted area in the Ordinance.

In order for the District to be able to acquire the Adjacent Property and 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.

8. Severability / Exhibits

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

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 E**.

10. Request for Boundary Amendment and Addition of the Adjacent Property

By execution and submission of this Petition, Petitioners respectfully request 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 Petition 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 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 Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holding, LLC
Owner's Telephone Number	(480) 222-6035
Owner's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Name of Signer	John Casale
Signer's Legal Authority to Sign	Authorized Signatory
Signer's Telephone Number	(480) 222-6035
Signer's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

JDHQ Land Holding, LLC

By: _____
Authorized Signatory, Authorized Signatory

Date: November 9th, 2020

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Casale, Authorized Signatory of JDHQ Land Holding, LLC a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company 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.

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

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

Signature Page for Amemnded 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 Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District:

Name of Owner	Victory Ministry and Sports Complex
Owner's Telephone Number	(417) 206-6886
Owner's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Name of Signer	Jack E. Frost
Signer's Legal Authority to Sign	CEO
Signer's Telephone Number	(417) 206-6886
Signer's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Type of Entity	Missouri nonprofit corporation
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc.

By: _____
Jack E. Frost, CEO

Date: November 09, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

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

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack E. Frost, CEO of Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc., a Missouri nonprofit corporation, who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
NOTARY PUBLIC

My Commission Expires: Jan. 9, 2023

Map #	Parcel ID	Address	AV 2020 Land Improvements
1	04-4.0-19-000-000-005.000	No address assigned	$1,961[1]
2	04-4.0-19-000-000-005.014	3405 S. Hammons Blvd.	$0[2]
	Total		**$1,961**

PETITIONER'S PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioner's Property		**$1,961**
Total AV Adjacent Property		**$,1,961**
Percentage of Total AV		**100%**

[1] The Hammons Boulevard Property and the JDHQ Tract are part of a larger parcel identified as parcel number 04-4.0-19-000-000-005.000. The Hammons Boulevard Property and the JDHQ Tract are not by themselves separate tax identification parcels. The assessed value of the Hammons Boulevard Property and the JDHQ Tract is estimated based on an analysis of the assessed value of the Petitioner JDHQ Land Holding, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

[2] The Victory Ministry Tract is part of a larger parcel identified as parcel number 04-4.0-19-000-000-005.014. The Victory Ministry Tract is not by itself a separate tax identification parcel. The assessed value of the Victory Ministry Tract is estimated based on an analysis of the assessed value of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County. Because the assessed value of such parcel is $0, the assessed value attributed to the Victory Ministry Tract is also $0.

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, 2020.

_____
Barbara J. Gollhofer
City Clerk

[SEAL]

EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B
CURRENT MAP OF DISTRICT

Oct 20, 2020 – 9:05am Plotted By: kbell G:\Shared drives\ATCO – Land Development\Projects\2020\20JO10011 JC Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY ORIGINAL.DWG Layout: WOODSONIA CID BOUNDARY

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

SECTION 24 RANGE 33 WEST
SECTION 19 RANGE 32 WEST

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

C.I.D EXCEPTION AREA
±545,441.46 SQ. FEET
±12.52 ACRES

RIVER RAY

JASPER COUNTY
NEWTON COUNTY

SECTION 18
SECTION 19

KANSAS CITY SOUTHERN RAILROAD

INTERSTATE 44
(VARIABLE WIDTH)

= CID AREA

C.I.D BOUNDARY ACREAGE
±114.87 ACRES

0 500 1000

N

Woodsonia
Real Estate Inc

SHEET NUMBER
____ OF ____

WOODSONIA REAL ESTATE INC.
CID BOUNDARY
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
841 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 – 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**.

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

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND

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).

JDHQ TRACT:

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).

VICTORY MINISTRY TRACT:

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 117.25 ACRES, MORE OR LESS.

EXHIBIT D
MAP OF DISTRICT WITH ADJACENT PROPERTY ADDED

Nov 04, 2020 - 10:42am Plotted By: kbell

Woodsonia Real Estate Inc

SHEET NUMBER

____ OF ____

WOODSONIA REAL ESTATE INC.

CID ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	C-62
				DATE:	2020-11-04
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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

Nov 09, 2020 - 1:43pm Plotted By: krob C:\Shared drives\KC10 - Land Development\Projects\2020\20KC10000 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\CID BOUNDARY2.DWG Layout: WOODSONIA CID BOUNDARY

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

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

KANSAS CITY SOUTHERN RAIL ROAD

INTERSTATE 44
(VARIABLE WIDTH)

30TH STREET

RUTGER WAY

EXCEPTION TO CID
348,527.74 Sq. Feet
8.004 Acres

EXCEPTION TO CID
147,287.74± Sq. Feet
3.38± Acres

CID BOUNDARY
117.25± Acres

= CID AREA

C.I.D BOUNDARY ACREAGE
±117.25

0 500 1000

Woodsonia
Real Estate Inc

SHEET NUMBER
OF

WOODSONIA REAL ESTATE INC.
CID BOUNDARY
(AFTER ANNEXATION)
JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-11-09
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
541 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC 62

EXHIBIT E
DISTRICT RESOLUTIONS

RESOLUTION NO. 2020-08

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF A 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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 the District;

WHEREAS, the following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store ("Hammons Boulevard Property"); and (b) two contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("Victory Ministry Tract"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("Victory Ministry"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("JDHQ Tract"), which tract is owned by JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "New Tract C Property");

WHEREAS, the Hammons Boulevard Property and the New Tract C Property are collectively referred to as the "Adjacent Property";

WHEREAS, the District, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract, and Victory Ministry, as the current owner of the Victory Ministry Tract, desire to add the Adjacent Property to the District as permitted under the Act. The Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

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 Petition to Amend Boundaries and Add Property to the District signed by JDHQ and Victory Ministry to add the Adjacent Property to the District; 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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.

3. The District's officers and legal counsel are authorized and directed to submit the Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 28, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER ____ OF ____

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING EMPLOYEE OWNED

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

EXHIBIT C

Legal Description of Adjacent Property

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

JDHQ TRACT:

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).

VICTORY MINISTRY TRACT:

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)

EXHIBIT D

Map of Adjacent Property

Woodsonia Real Estate Inc

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	E-57
				DATE:	2020-10-20
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

Woodsonia Real Estate Inc

SHEET NUMBER 01

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

NO.	DESCRIPTION	BY	DATE
	ADDED EXCLUSION TRACT	KRB	
	ADDED ANNEXATION TRACTS	KRB	

DRAWING FILE	
DRAWN BY:	KRB
CHECK BY:	KRB
LICENSURE:	C-62
DATE:	2020-10-19
FIELD BOOK:	
JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING & SURVEYING CO. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

RESOLUTION NO. 2020-11

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF AN 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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 the District;

WHEREAS, on October 28, 2020, the District adopted 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;

WHEREAS, the Annexation Petition was filed with the City Clerk of the City on October 29, 2020;

WHEREAS, since 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, the following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a)(i) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store, which site is referenced herein as the "Carved-Out Tract"; (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract; and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road (collectively (collectively, "Hammons Boulevard Property"); and (b) two contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("Victory Ministry Tract"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("Victory Ministry"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("JDHQ Tract"), which tract is owned by JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "New Tract C Property");

WHEREAS, the Hammons Boulevard Property and the New Tract C Property are collectively referred to as the "Adjacent Property";

WHEREAS, the District, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract, and Victory Ministry, as the current owner of the Victory Ministry Tract, desire to amend the Original Annexation Petition in order to add the Adjacent Property as described and depicted in this Resolution to the District as permitted under the Act. The Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

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 Amended Petition to Amend Boundaries and Add Property to the District ("Amended Annexation Petition") signed by JDHQ and Victory Ministry to add the Adjacent Property to the District; 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 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 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 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.

3. The District's officers and legal counsel are authorized and directed to submit the 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 November 12, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

EXHIBIT C

Legal Description of Adjacent Property

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 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.

JDHQ TRACT:

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).

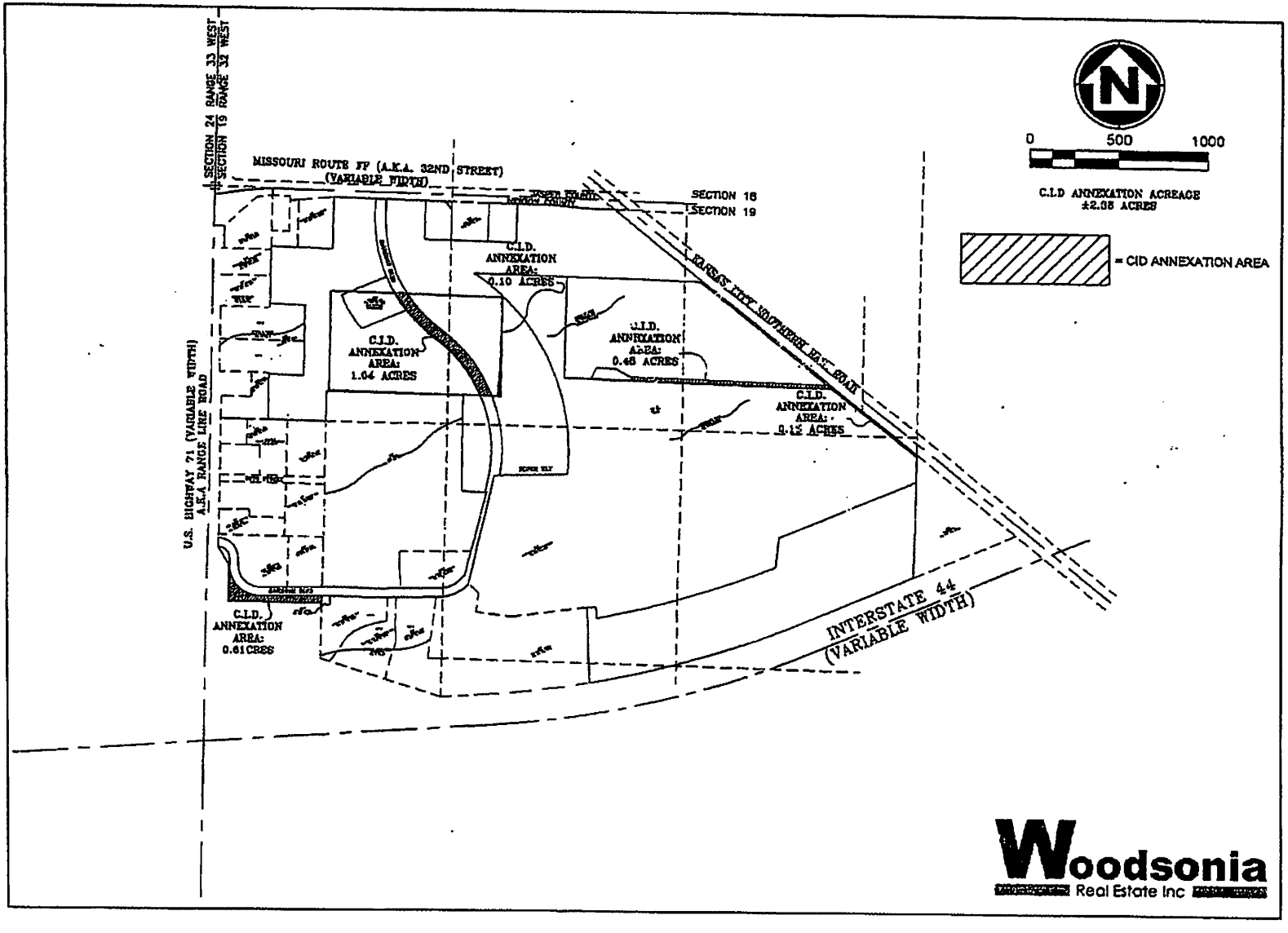
VICTORY MINISTRY TRACT:

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)

EXHIBIT D

Map of Adjacent Property



ANDERSON ENGINEERING
EMPLOYEE OWNED

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

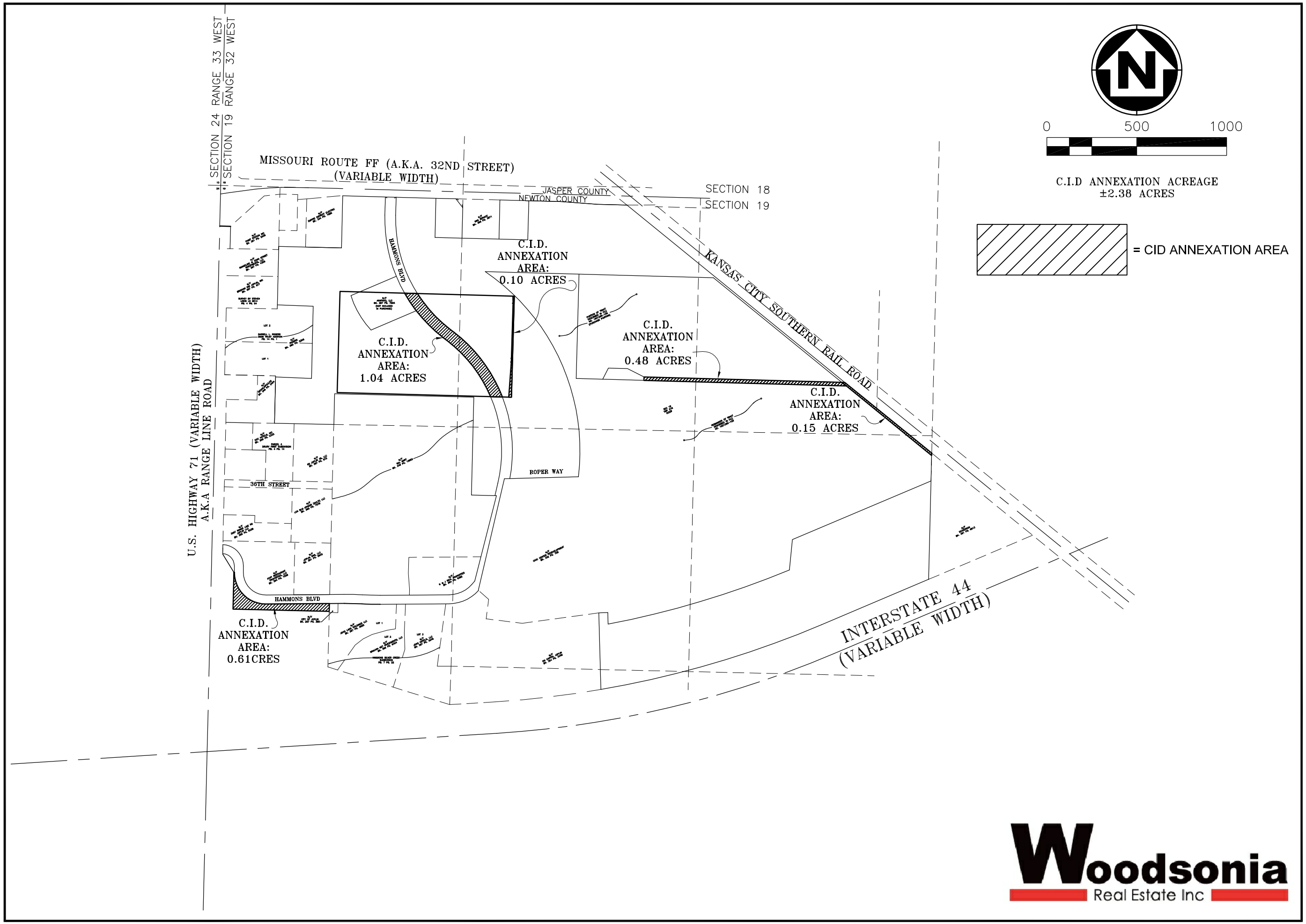
NO	DESCRIPTION	BY	DATE
		KRB	
		KRB	

DRAWN BY:	KRB
CHECK BY:	KRB
LAYOUT NAME:	C-62
DATE:	2020-11-09
FIELD BOOK:	
JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2020

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING



Woodsonia Real Estate Inc

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A* KANSAS CITY, MO 64145* PHONE (816) 777-3400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	C-62
DATE:	2020-11-04
FIELD BOOK:	
JOB NUMBER	20JO10011

NO.	DESCRIPTION	BY	DATE
	ADDED EXCLUSION TRACT	KRB	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Nov 04, 2020 - 10:42am Plotted By: kbold G:\Shared drives\VC10 - Land Development\Projects\2020\20VC10060 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID ANNEXATION.DWG Layout: WOODSONIA CID ANNEXATION

COUNCIL BILL NO. 2020-529 ORDINANCE NO.

AN ORDINANCE approving an 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 by 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, pursuant to Section 67.1441.2 of the CID Act, the owners of property seeking to add their property to the District signed a petition, as amended, which petitions were consented to by the District's Board of Directors by Resolution 2020:08 dated October 28, 2020, and by Resolution 2020:11 dated November 12, 2020; and

WHEREAS, a Petition to Amend Boundaries and Add Property to the District was filed with the City Clerk on October 29, 2020, and an Amended Petition to Amend Boundaries and Add Property to the District (the "Amended Annexation Petition") was filed with the City Clerk on November 13, 2020, a copy of the Amended Annexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Amended Annexation Petition requests that the City Council amend the District's boundaries by adding five (5) tracts, as legally described and depicted in **Exhibit B** attached hereto (the "Annexed Property"); and

WHEREAS, the City Clerk verified that the Amended Annexation Petition substantially complies with the CID Act, submitted the verified 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 Amended Annexation Petition were withdrawn within seven (7) days after the 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 December 7, 2020, 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 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 Amended Annexation Petition.

Section 2. The City Clerk has verified the 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 Amended Annexation Petition. The boundaries of the District, as amended by the addition of the Annexed Property, are contiguous.

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 shares 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. 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 approved by Ordinance No. 2020-113 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 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020-529

Exhibit A

Amended Petition to Amend Boundaries and Add Property

Exhibit B

Legal Description and Maps of Property to be Added

TRACT 1:

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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

TRACT 2:

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.

TRACT 3:

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).

TRACT 4:

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).

TRACT 5:

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

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).

MAPS SHOWING PROPERTY TO BE ADDED AND FULL BOUNDARY MAP WITH ANNEXED PROEPRTY ADDED ATTACHED ON FOLLOWING PAGES

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-530 – Approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District (CID).

MEETING DATE
December 7, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-530 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Remove Property; Map of Property

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 remove property from 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 remove property from the CID. This property is adjacent to the existing CID property and share substantially the same characteristics as the original property. This is the property that is being annexed in Council Bill 2020-529.

Upon completion of the street infrastructure improvements as set forth in the redevelopment plan the property will be deannexed from the CID. As such, this ordinance will not become effective until such time as the alignment of Hammons Boulevard is completed and accepted by the City.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

EXHIBIT "A"

PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION OF DISTRICT

EXHIBIT B MAP OF DISTRICT

EXHIBIT C LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED FROM DISTRICT AND LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY REMOVAL

EXHIBIT D MAP OF ADJACENT PROPERTY TO BE REMOVED AND MAP OF DISTRICT AFTER PROPERTY REMOVAL

EXHIBIT E CID RESOLUTION NO. 2020-09

PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM 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 District was formed to acquire property and to fund certain public improvements, including, among other improvements, the construction of a re-aligned Hammons Boulevard, which 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, and the construction of three regional detention basins as part of a larger redevelopment project.

To enable the District to undertake the planned public improvements in accordance with the Act, a separate petition to add the following tracts to the District is being submitted to the City contemporaneously with this Petition: (a) a portion of Hammons Boulevard; and (b) two narrow tracts (both to be included in the platted Tract for construction of one of the planned regional detention basins).

That portion of Hammons Boulevard to be added to the District ("**Adjacent Property**") runs through a tract, which tract is the location of a proposed Menards store ("**Carved-Out Tract**"). To facilitate development of the Carved-Out Tract, JDHQ Land Holding, LLC, a Delaware limited liability company ("**Petitioner**"), and the owner of the Adjacent Property as of the date Petitioner JDHQ Land Holding, LLC signed this Petition, desires to remove the Adjacent Property from the District as permitted under the Act. It is anticipated that the District will acquire the Adjacent Tract after the Adjacent Tract has been added to the District as part of the District's project described in the Formation Petition and that the District will be the owner of the Adjacent Property at the time that the planned improvements to Hammons Boulevard are complete. The Adjacent Property, together with other sections of the existing Hammons Boulevard, will be vacated at such time as the planned improvements to re-align Hammons Boulevard are complete, at which time the improved and re-aligned Hammons Boulevard will be dedicated to the City.

As the future contingent owner of the Adjacent Property, the District has also signed this Petition. At such time as the District acquires the Adjacent Property, the District will be included in the definition of Petitioner for all purposes under this Petition. The District also desires for the Adjacent Property to be removed from the District once preconditions for removal, as the City may establish, have been met.

Petitioner JDHQ Land Holding, LLC is the current owner of the Adjacent Property and Petitioner 32nd Street Place Community Improvement District is the future contingent owner of the

Adjacent Property and both request that the boundaries of the District be amended by removing the Adjacent Property from the District pursuant to Section 67.1441.1, RSMo, which provides that:

Upon the written request of any real property owner within the district, the governing body of the municipality may hold a public hearing for the removal of real property from a district and such real property may be removed from such district by ordinance, provided that:

(1) The board consents to the removal of such property;

(2) The district can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

(3) The public hearing is conducted in the same manner as required by section 67.1431 with notice of the hearing given in the same manner as required by section 67.1431 and such notice shall include:

(a) The date, time and place of the public hearing;

(b) The name of the district;

(c) The boundaries by street location, or other readily identifiable means if no street location exists of the real property proposed to be removed from the district, and a map illustrating the boundaries of the existing district and the real property proposed to be removed; and

(d) A statement that all interested persons shall be given an opportunity to be heard at the public hearing.

Petitioner is the owner of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be removed from the District, and (2) comprises more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be removed from the District.

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 without the Adjacent Property is attached hereto as **Exhibit C**. A map of the amended boundaries of the District without the Adjacent Property is attached hereto as **Exhibit D**. The District, including the removal of the Adjacent Property proposed to be removed from 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**

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**").

5. **Total Assessed Value of Adjacent Property**

The Adjacent Property comprises only a portion of a larger tax identification parcel owned by JDHG Land Holding, LLC. Based on an analysis of the assessed value of the property owned by the Petitioner as reported by Newton County, the total estimated assessed value of all real property located within the Adjacent Property is approximately $1,073.

6. **Determination of Blight, Blight Remediation and Public Purpose as to Adjacent Property**

Petitioner requests that the City Council take notice of the Ordinance, finding, among other things, that the District area described in the Formation Petition 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 find that the Adjacent Property is also a blighted area under Section 67.1401.2(3)(b), RSMo, of the Act. The Adjacent Property is adjacent to the District and shares substantially similar characteristics as the remainder of the District area that was found to be a blighted area in the Ordinance.

In order for the District to be able to acquire the Adjacent Property and 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 Projects and District Services - Sales Tax**

Upon the removal of the Adjacent Property from the District, the Adjacent Property shall no longer be subject to the District's projects or the District's sales tax.

8. Severability / Exhibits

It is the intention of 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 removing the Adjacent Property from the District is necessary under the Act. Upon adoption by the Board of Directors of the District, a copy of the District's resolution consenting to and approving the removal of the Adjacent Property will be attached hereto as **Exhibit E**.

10. Request for Boundary Amendment and Removal of the Adjacent Property

By execution and submission of this Petition, Petitioner respectfully requests that the City Council amend the boundaries of the District by removing the Adjacent Property from the District.

11. No Other Amendments

Except as provided in this Petition, the Petition does not request any other changes or amendments to the Formation Petition.

12. District Obligations

Petitioner states that the District can meet its obligations without the revenues generated by or on the Adjacent Property after removal.

[Remainder of page intentionally left blank; signature pages immediately follow]

Signature Page for Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holdings, LLC
Owner's Telephone Number	~~(678) 762-0005~~ (480) 222-6035
Owner's Mailing Address **	~~12735 Morris Road Ext., Suite 400, Alpharetta, GA 30004~~
Name of Signer	~~Christopher S. Pawelko~~ John Casale
Signer's Legal Authority to Sign	~~Vice President~~ Authorized Signatory
Signer's Telephone Number	~~(678) 762-0005~~ (480) 222-6035
Signer's Mailing Address **	~~12735 Morris Road Ext., Suite 400, Alpharetta, GA 30004~~
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

JDHQ Land Holdings, LLC

By: _____
~~Christopher S. Pawelko, Vice President~~ John Casale Authorized Signatory

Date: October 23, 2020

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on this 23rd day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *~~Christopher S. Pawelko, Vice President~~ of JDHQ Land Holdings, LLC a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company. *John Casale, Authorized Signatory

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

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

**2398 E. Camelback Rd., Suite 1000
Phoenix, AZ 85016

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

Signature Page for Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner (contingent)	32nd Street Place Community Improvement District
Owner's Telephone Number	(816) 753-9200
Owner's Mailing Address	4510 Belleview Avenue, Suite 300 Kansas City, MO 64111
Name of Signer	Giltner B. Stevens
Signer's Legal Authority to Sign	Chairman
Signer's Telephone Number	(417) 659-7560
Signer's Mailing Address	619 Florida Avenue Joplin, MO 64801
Type of Entity	Political Subdivision
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

32nd Street Place Community Improvement District

By: _____
Giltner B. Stevens, Chairman
Date: October 28, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 28th day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Giltner B. Stevens, Chairman of 32nd Street Place Community Improvement District, who executed the within instrument on behalf of said political subdivision and such person duly acknowledged the execution of the same to be the act and deed of said political subdivision.

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: 8-13-24

EMILY PINK
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 13, 2024
Commission #20684405

Map #	Parcel ID	Address	AV 2020 Land Improvements
1	04-4.0-19-000-000-005.000	No address assigned	$1,073[1]
	Total		**$1,073**

PETITIONER'S PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioner's Property		**$1,073**
Total AV Adjacent Property		**$1,073**
Percentage of Total AV		**100%**

[1] The Adjacent Property is a portion of the Petitioner JDHQ Land Holdings, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 and the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Adjacent Property is estimated based on an analysis of the assessed value of the property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

CLERK'S RECEIPT OF PETITION

29th This Petition was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of October _____, 2020.

Barbara J. Gollhofer
City Clerk

[SEAL]

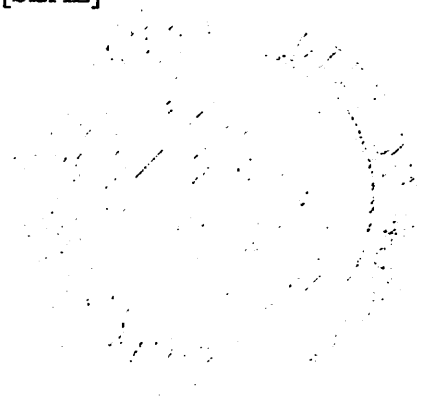


EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

{32140 / 66780; 678672. }

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

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

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 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING

45,314.80 SQ. FEET (1.04 ACRES) AND DESCRIBING THE ADJACENT PROPERTY TO BE **REMOVED FROM** THE DISTRICT.

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 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

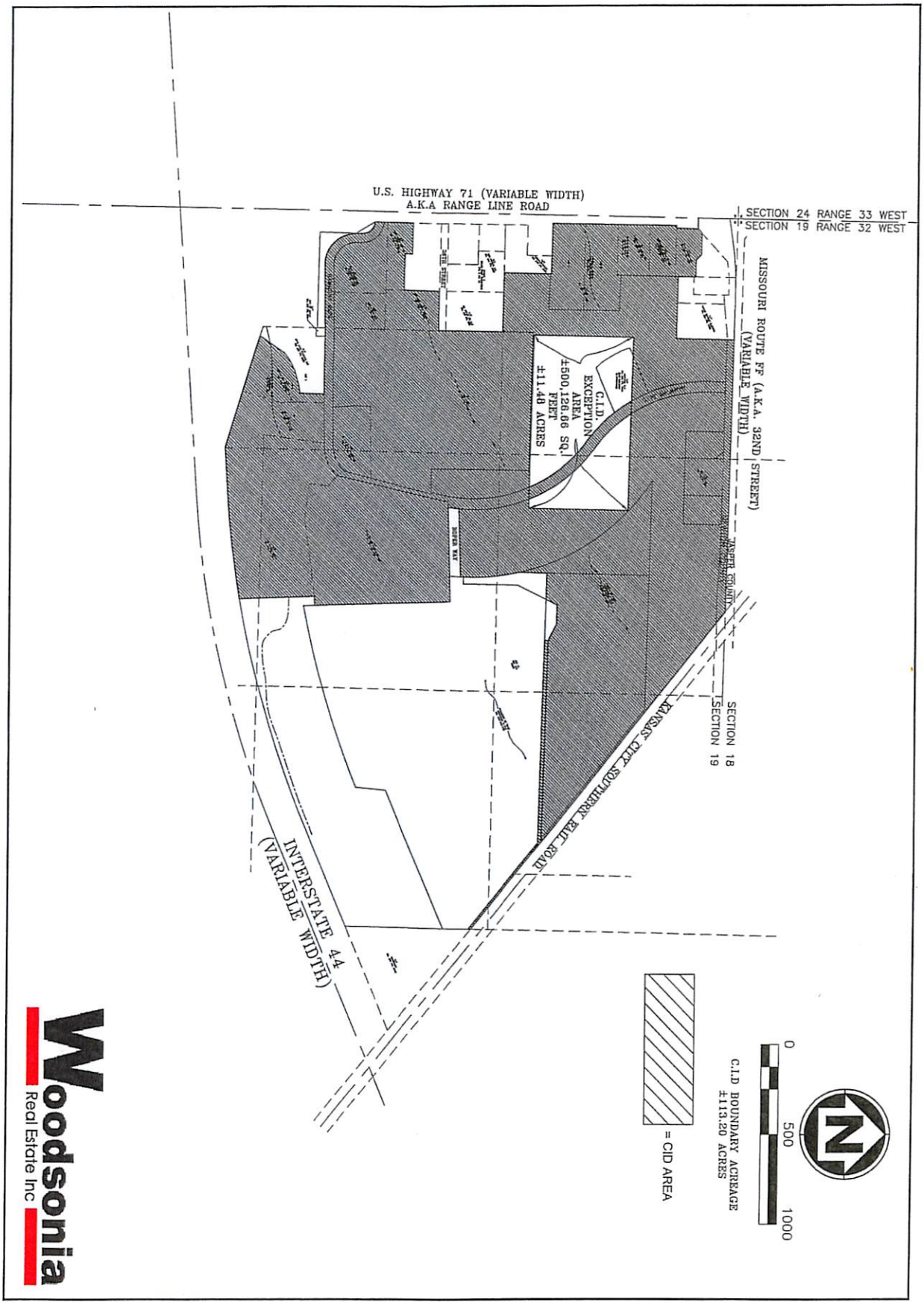
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 116.54 ACRES, MORE OR LESS.

EXHIBIT B
CURRENT MAP OF DISTRICT

Oct 19, 2020 - 2:48pm Plotted By: Kirk G:\Shared drives\ECTO - Land Development\Projects\2020\20JO10011 JG Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

SHEET NUMBER: 02

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
	ADDED ANNEXATION TRACTS	KRB		LICENSE NO.	LC-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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 REMOVED

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 115.50 ACRES, MORE OR LESS.

EXHIBIT D
MAP OF DISTRICT WITH ADJACENT PROPERTY REMOVED

Oct 20, 2020 - 8:13am Plotted By: kbell G:\Shared drives\KC10 - Land Development\Projects\2020\20JO10011 JD Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY DEANNEXATION MENARDS ONLY.DWG Layout: MENARDS DEANNEXATION ONLY

WOODSONIA REAL ESTATE INC.

CID DEANNEXATION (MENARD'S ONLY)

CITY OF JOPLIN
NEWTON NEWTON COUNTY, MISSOURI

SHEET NUMBER
____ OF ____

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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

Oct 20, 2020 – 9:11am Plotted By: kbild C:\Shared drives\XTO – Land Development\Projects\2020\20JO10011 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY.DWG Layout: WOODSONIA CID BOUNDARY

Woodsonia Real Estate Inc

SHEET NUMBER

OF

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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 E
DISTRICT RESOLUTION

RESOLUTION NO. 2020-09

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND REMOVAL OF ADJACENT PROPERTY FROM THE DISTRICT; AUTHORIZING SUBMISSION OF A 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 ("Formation 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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, by Resolution No. 2020-08 dated October 28, 2020, the District consented to the addition of certain property to the District as described in the Petition to Amend Boundaries and Add Property to the District ("Annexed Property") signed by the owners of such property in accordance with the Act, subject to approval of the City;

WHEREAS, that portion of Hammons Boulevard that crosses the location of a proposed Menards store ("Adjacent Property") was approved for addition to the District by Resolution No. 2020-08;

WHEREAS, the Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

WHEREAS, the Adjacent Property is part of a tract ("Carved-Out Tract") that was intentionally carved out of the District at the time of its formation. To facilitate development of the Carved-Out Tract, JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ"), the current owner of the Adjacent Property, desires to remove the Adjacent Property from the

District as permitted under the Act once certain preconditions, as the City may establish, have been satisfied;

WHEREAS, it is anticipated that the District will acquire the Adjacent Tract after the Adjacent Tract has been added to the District as part of the District's project described in the Formation Petition. The Adjacent Property, together with other sections of the existing Hammons Boulevard, will be vacated at such time as the planned improvements to re-align Hammons Boulevard are complete, at which time the improved and re-aligned Hammons Boulevard will be dedicated to the City;

WHEREAS, at such time as the District acquires the Adjacent Property, the District will be included in the definition of Petitioner for all purposes under the petition to remove the Adjacent Property from the District;

WHEREAS, Section 67.1441.1, RSMo, provides that, with the consent of the Board of Directors, real property may be removed from 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;

WHEREAS, the District is in receipt of the Petition to Amend Boundaries and Remove Property From the District signed by JDHQ to remove the Adjacent Property from the District; and

WHEREAS, the District desires to (a) approve and consent to the amendment of the District's boundaries by removing the Adjacent Property, (b) sign the Petition to Amend Boundaries and Remove Property From the District as the future contingent owner of the Adjacent Property, and (c) to submit the Petition to Amend Boundaries and Remove Property From the District 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 Petition to Amend Boundaries and Remove Property From the District and the Board of Directors approves and consents to the amendment of the District's boundaries by removing the Adjacent Property from the District.

2. The Board of Directors finds that the District will be able to meet its obligations without the revenues generated by or on the Adjacent Property after the Adjacent Property has been removed from the District.

3. The Petition to Amend Boundaries and Remove Property From the District 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 owner of the Adjacent Property. In addition, the District, as the future contingent owner of the Adjacent Property, is authorized and directed to sign the Petition to Amend Boundaries and Remove Property From the District.

At such time as the District acquires the Adjacent Property, the District shall be deemed to be included in the definition of Petitioner for all purposes under the Petition to Amend Boundaries and Remove Property From the District.

4. The District's officers and legal counsel are authorized and directed to submit the Petition to Amend Boundaries and Remove Property From the District to the City Clerk for approval by the City Council of the City of Joplin, Missouri following a public hearing in accordance with the Act.

5. Upon the removal of the Adjacent Property from the District, the Adjacent Property shall be no longer subject to the District's projects and or the District's sales tax.

6. 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, including, without limitation, taking steps as such officers deem necessary or desirable to satisfy any preconditions as the City may establish to the removal of the Adjacent Property from the District.

7. This Resolution shall take effect immediately.

Adopted October 28, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER

____ OF ____

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
911 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C

Legal Description of Adjacent Property

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING.** CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

EXHIBIT D

Map of Adjacent Property

Oct 20, 2020 – 9:13am Plotted By: Matt G:\Shared drives\YCIG – Land Development\Projects\2020\20JO10011 JC Hammond Large Scale Development\CID SURVEY\DRAWINGS\CID BOUNDARY DEANNEXATION MENARDS ONLY.DWG Layout: MENARDS DEANNEXATION ONLY

Woodsonia
Real Estate Inc

SHEET NUMBER
OF

WOODSONIA REAL ESTATE INC.
CID DEANNEXATION
(MENARD'S ONLY)
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
541 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC-62

Woodsonia Real Estate Inc

SHEET NUMBER

OF

WOODSONIA REAL ESTATE INC.

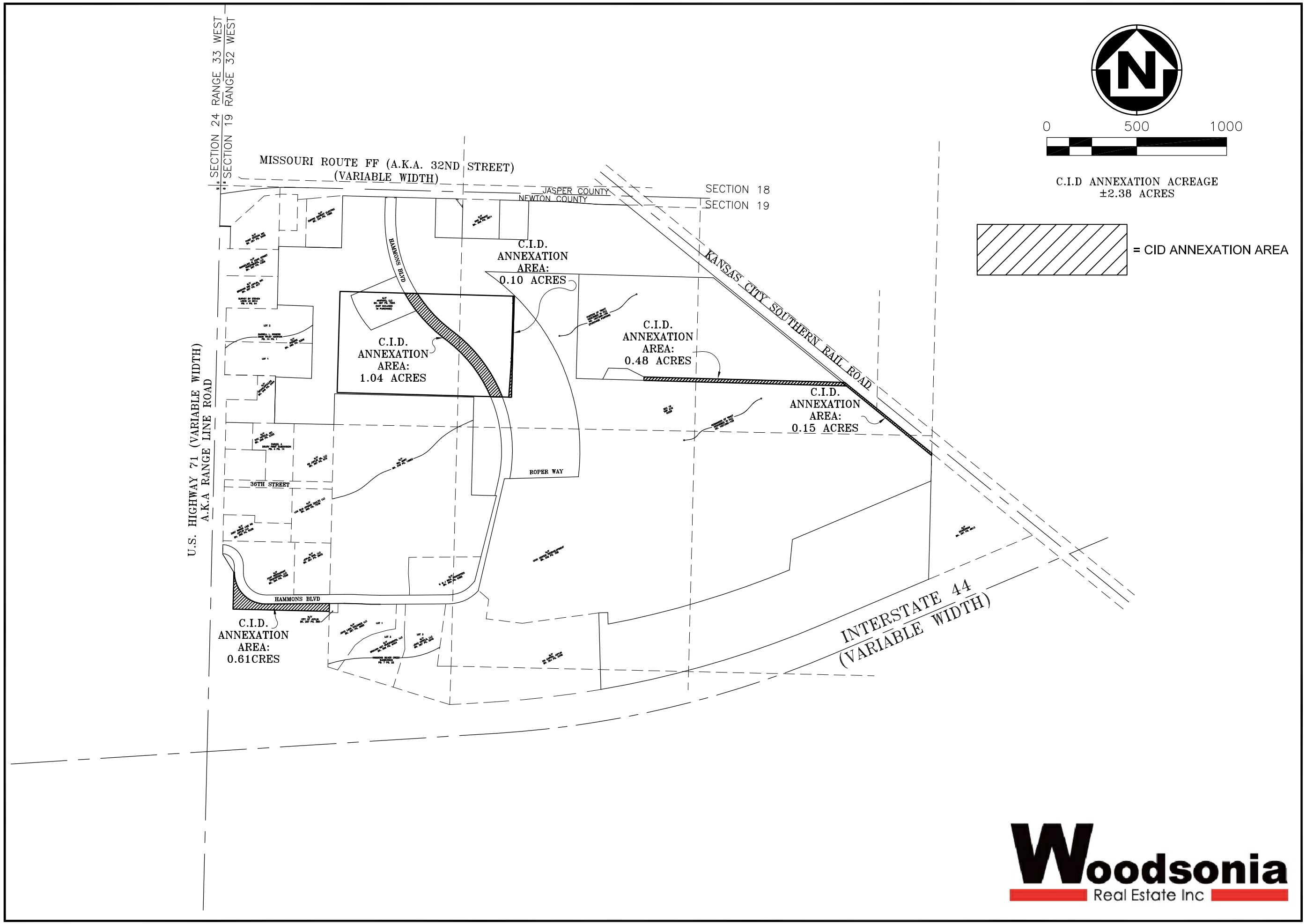
CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
6411 NE 141ST TERR, STE A • KANSAS CITY, MO 64161 • PHONE (816) 777-0400
A LEED-CED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC-62



Woodsonia Real Estate Inc

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A* KANSAS CITY, MO 64145* PHONE (816) 777-3400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	C-62
DATE:	2020-11-04
FIELD BOOK:	
JOB NUMBER	20JO10011

NO.	DESCRIPTION	BY	DATE
	ADDED EXCLUSION TRACT	KRB	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Nov 04, 2020 - 10:42am Plotted By: kbold G:\Shared drives\VC10 - Land Development\Projects\2020\20VC10060 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID ANNEXATION.DWG Layout: WOODSONIA CID ANNEXATION

COUNCIL BILL NO. 2020-530 ORDINANCE NO.

AN ORDINANCE approving a Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and setting a date when this Ordinance shall become effective.

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 by 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, including improvements to Hammons Boulevard, which is currently a private road that intersects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District; and

WHEREAS, a portion of the existing northern section of Hammons Boulevard, including its intersection with 32nd Street, is intended to be vacated and replaced with new and re-aligned Hammons Boulevard. Upon completion, the Hammons Boulevard improvements will be dedicated to the City; and

WHEREAS, pursuant to Section 67.1441.1 of the CID Act, an owner of property seeking to remove its property from the District signed a petition, which petition was consented to by the District's Board of Directors by Resolution 2020:09 dated October 28, 2020; and

WHEREAS, a Petition to Amend Boundaries and Remove Property from the District was filed with the City Clerk on October 29, 2020, (the "Deannexation Petition"), a copy of the Deannexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Deannexation Petition requests that the City Council amend the District's boundaries by removing one (1) tract, as legally described and depicted in **Exhibit B** attached hereto (the "Deannexed Property"); and

WHEREAS, the Deannexed Property is that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store and was annexed into the District by Ordinance No. _____ dated December 7, 2020, to enable the District to utilize District funds to assist in the re-alignment of Hammons Boulevard. Once the Hammons Boulevard improvements are complete and accepted by the City, the Deannexed Property it will no longer be necessary for the Deannexed Property to be in the District; and

WHEREAS, the City Clerk verified that the Deannexation Petition substantially complies with the CID Act, submitted the verified Deannexation 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 Deannexation Petition were withdrawn within seven (7) days after the Deannexation Petition was filed with the City Clerk; and

WHEREAS, all of the Deannexed Property is located within the City of Joplin; and

WHEREAS, on December 7, 2020, 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 Deannexation Petition and amend the District's boundaries by removing the Deannexed Property from the District and make such other findings as necessary, subject to the completion and acceptance of the Hammons Boulevard improvements by the City.

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 Deannexation Petition.

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

Section 3. The boundaries of the District are amended to exclude the Deannexed Property in accordance with Section 67.1441.1 of the CID Act and the Deannexation Petition, subject, however, to the completion of the Hammons Boulevard improvements and the City's acceptance thereof, as described in Section 6 below. On the effective date of this Ordinance as described in Section 6 below, the boundaries of the District, as amended by the removal of the Deannexed Property, will be contiguous.

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

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

Section 6. This Ordinance relating to the amendment of the District's boundaries to remove the Deannexed Property, if passed, adopted and approved by the Mayor, shall become effective on the date that the new alignment of Hammons Boulevard is completed and accepted by the City, as evidenced by a Certificate of Completion signed by the District and the City and filed with the City Clerk or such other instrument as the District and the City may mutually agree conclusively establishes the completion of the Hammons Boulevard improvements and the City's acceptance thereof. On such completion and acceptance date, this Ordinance shall become effective and the boundaries of the District shall then be amended to exclude the Deannexed Property.

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

of _____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Amended Petition to Amend Boundaries and Remove Property

Exhibit B

Legal Description and Maps of Property to be Removed

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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

MAPS SHOWING PROPERTY TO BE REMOVED AND FULL BOUNDARY MAP WITH DEANNEXED PROEPRTY REMOVED ATTACHED ON FOLLOWING PAGES

JOPLIN CITY COUNCIL
NOVEMBER 16, 2020
MEETING MINUTES

CALL TO ORDER

The November 16, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Shaw.

ROLL CALL

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

PRESENTATIONS

Abigail Surbrugg, Student Body President for Joplin High School Student presented an update of JHS events and activities.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

News from Public Information Office

The Joplin City Health Department is hosting a Drive Thru Flu Clinic for adults only, age 19 or older, on Wednesday, November 18 to provide citizens flu shots without ever having to leave their vehicle. Approximately 275 vaccinations will be administered this Wednesday on the Joplin Memorial Hall parking lot from 7 a.m. until 3 p.m. or until they run out of vaccinations.

Downtown Joplin launches the Winter Wonderland Window Display contest on Thursday, November 19 from 5:30 to 7:30 p.m. Christmas lights in Spiva Park will be aglow and downtown shops and restaurants will be decorated for the holidays. Shop for special discounts, enjoy a festive car show, and end the evening with a unique activity with the Paranormal Science Lab for a walk-through Downtown Joplin to hear some history and ghost tales.

A new event, Holiday Tree Trail at Mercy Park, will kick off Tuesday, November 24 from 6-8 p.m. This event will feature a display of brightly decorated Christmas trees along the trail at Mercy Park. The trail will be open every day from November 24 - January 11, 7:00 a.m. to 11:00 p.m.

As part of the Parks and Recreation Master Plan Study, a Pop-Up public meeting to hear from our citizens on what they enjoy today in our parks and what they'd like to see in the future is planned for Tuesday, November 24 from 4-6 p.m.

Details can be found on our website at joplinmo.org or on Joplin's city Facebook page.

CITIZEN REQUESTS AND PETITIONS
Eddie Howerton, Joplin, submitted a request to address Council regarding a mask mandate. Mr. Howerton was unable to attend but submitted comments, which were read by the city clerk.

PUBLIC HEARINGS

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

Minutes of the November 2, 2020 City Council meeting.

COUNCIL BILL NO. 2020-010 - AN ORDINANCE amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum. **Ordinance No. 2020-171**

COUNCIL BILL NO. 2020-273 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 3026 W. F Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-172**

COUNCIL BILL NO. 2020-274 - 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-3-PD and including in District C-3 property as described below and located 1310 N.Range Line Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-173**

RESOLUTIONS

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2020-169
Mr. Shaw introduced Council Bill No. 2020-169 - an ordinance authorizing the adoption of the Public Transportation Agency Safety Plan (PTASP) detailing the safety processes and procedures for the City of Joplin, MO., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley per the new regulation set in 49 CFR Part 673 of the federal guidelines; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-169 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-174**

COUNCIL BILL NO. 2020-406
Mr. Lawson introduced Council Bill No. 2020-406 - an ordinance authorizing the City of Joplin to execute Work Authorization #7 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Four Hundred Twenty Thousand and zero Dollars ($420,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Frank Thompson requested to speak on Council Bill No.2020-406. After his comments, Mr. Bolander addressed the questions from Mr. Thompson.

Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-406 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-175**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-163

Mr. Cortez introduced Council Bill No. 2020-163 - an ordinance authorizing the City of Joplin, Missouri, to enter into an Agreement with Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2020-163 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-163**

COUNCIL BILL NO. 2020-170

Mr. Copple introduced Council Bill No. 2020-170 - an ordinance authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2020-170 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-170**

COUNCIL BILL NO. 2020-171

Mr. Shaw introduced Council Bill No. 2020-171 - an ordinance approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00) for construction of the Baker's Branch Interceptor Improvement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Monteleone that Council Bill No. 2020-171 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-171**

COUNCIL BILL NO. 2020-172

Mr. Lawson introduced Council Bill No. 2020-172- an ordinance approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty -Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-172 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-172**

COUNCIL BILL NO. 2020-173

Mr. Shaw introduced Council Bill No. 2020-173 - an ordinance approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 10th and Main Stormwater Project (TS0601) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2020-173 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-173**

COUNCIL BILL NO. 2020-175

Mr. Copple introduced Council Bill No. 2020-175 - an ordinance approving the City of Joplin to enter into a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) for the Mill and Overlay 2021 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2020-175 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-175**

COUNCIL BILL NO. 2020-176

Council Bill No. 2020-176 - an ordinance approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Mayor Stanley called for a recess at 7:53 p.m. He stated the council will hear from WCA representatives and Jennifer Fagan after the break. The meeting reconvened at 8:00 p.m.

Max Murray and Randy Thompson spoke in support of this item on behalf of WCA. There was discussion between the city council and the WCA representatives regarding the agreement details. After the discussion, the city council heard a request from Jennifer Fagan regarding this item. Ms. Fagan discussed discrepancies with the agreement and bid process.

Mr. Shaw left the meeting at 9:00 p.m. for personal reasons.

Mr. Lawson introduced Council Bill No. 2020-176. Motion by Mr. Lawson, second by Ms. Williams, that Council Bill No. 2020-176 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Stanley, and Williams, 5. Nays: Copple, Reid Adams, and Stinnett, 3. Absent: Shaw, 1. The Council Bill was read as **Council Bill No. 2020-176**

COUNCIL BILL NO. 2020-407

Mr. Monteleone introduced Council Bill No. 2020-407 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2020-407 be passed

on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Shaw, 1. The Council Bill was read as **Council Bill No. 2020-407**

COUNCIL BILL NO. 2020-408

Mr. Copple introduced Council Bill No. 2020-408 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute the same on behalf of the City. Motion by Mr. Copple, second by Dr. Reid Adams, that Council Bill No. 2020-408 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Shaw, 1. The Council Bill was read as **Council Bill No. 2020-408**

COUNCIL BILL NO. 2020-612

Mr. Cortez introduced Council Bill No. 2020-612 - an ordinance approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2020-612 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Shaw, 1. The Council Bill was read as **Council Bill No. 2020-612**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Abbie Covington requested to address Council regarding natural rights.

Deborah Ferguson requested to address Council regarding mask mandate issues.

Mayor Stanley stated he and other area municipal officials received a letter from area healthcare organizations and providers in southwest Missouri noting the significant challenges they are currently facing due to the coronavirus. He asked the council for a consensus to reach out to county commissioners to learn their intended next step in this matter. The council consented.

Mr. Monteleone urged the city council and city staff to involve the Solid Waste Advisory Commission in future trash and curbside recycling agreement discussions.

Mr. Stinnett asked the mayor to direct city staff to explore a new microphone system for the council dais due to the poor sound quality of the current system.

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, more specifically for the purpose of evaluating certain Council employees; as set forth

in Section 610.021(1) (3) RSMo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Lawson to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Shaw, 1.

There being no further business, the meeting was adjourned at 9:48 p.m.

Respectfully,
Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
November 19, 2020

CALL TO ORDER

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

Invocation was read by Assistant City Clerk Roschelle Forsythe

The Pledge of Allegiance to the United States of America was led by Mr. Lawson

Assistant City Clerk Roschelle Forsythe read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Thursday, November 19, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose of discussing bid responses for air service to and from Joplin; and to discuss an ordinance to require persons to wear facemasks to help restrict the spread of COVID-19.

The public was informed the meeting could be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia. In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

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

RESOLUTIONS

Mr. Monteleone introduced Resolution No. 2020-018- a resolution authorizing the City Manager or his designee to submit a letter of recommendation to the U.S. Department of Transportation on behalf of the City of Joplin to recommend SkyWest Airlines, a United Express Partner of United Airlines, as part of the Joplin Regional Airport Essential Air Service Bid Comparison. Motion by Mr. Monteleone, second by Mr. Copple to approve Resolution No. 2020-018. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays:0. The bill was read as **Resolution No. 2020-018**

ORDINANCE-EMERGENCY

COUNCIL BILL NO. 2020-011- AN ORDINANCE requiring persons to wear a face covering that covers the nostrils and mouth to help restrict the spread of the COVID-19 virus; creating exemptions; establishing enforcement; and containing an emergency clause.

Before discussion on Council Bill No. 2020-011, we heard from area health officials, as well as Ryan Talken; City of Joplin Health Director. After hearing from them Mayor Stanley opened the meeting to hear Citizens Requests to Address Council and public comments submitted by email read by the Assistant City Clerk.

Dr. McNabb - spoke on behalf of Freeman Hospital in favor of the mask mandate and wanted to show full support on reinstating the mask ordinance.
Stephanie Brady-Executive Director of the Community Clinic of SW Missouri-they are the primary care providers for about 2000 residents and spoke in favor of the mask ordinance.

Steve Douglas-Director of Marketing and public relations for Access Family Care-had to close some area facilities in the area, Joplin has been able to remain open. He spoke in support of the mask ordinance.
Laura Rosch-Board certified internist/Dean for Joplin campus KCU, representing over 1000 medical students from around the country. Spoke in support of the mask mandate and asked of council to follow the science.
Jeremy Drinkwitz-President of Mercy Hospital, asking for help to protect the community by passing the mask ordinance -39% of patients at Mercy are COVID positive.
Tony Moehr- Administrator with the Jasper County Health Department, with seeing number of cases increase-spoke in favor of the mask ordinance.
William Reece- Board certified Internal Medical Doctor/Chief Medical Officer at Access Family Care, masks reduce someone's chance of contracting the virus by 70%, asked to pass the mask ordinance.
Ryan Talken-City of Joplin Health Director, gave perspective from the health department- as rates continue to climb, he stated the importance of masking, personal hygiene and social distancing.

Requests to Address Council:
Abigail Covington-spoke in opposition of the mask mandate
Jennifer Thompson-spoke in opposition of the mask mandate
Joshua Shackles-spoke in favor of the mask mandate
Nathalia Burleson-spoke in opposition of the mask mandate
Hannah Collins-spoke in opposition of the mask mandate
Jordan Dyer- spoke in opposition of the mask mandate
Nicholas Staus-spoke in favor of the mask ordinance
Kevin VanStory-spoke on the ungodly, demonic and cult like mask mandate
Maria Bailey-spoke in favor of the mask ordinance
Troy Kinast-spoke in opposition of the mask mandate
Frank Thompson-spoke on ineffectiveness of masks
Chianne Xiong-spoke in opposition of the mask mandate
Rodney Noran-spoke in opposition of the mask mandate
Laura Simmons-spoke in opposition of the mask mandate
Deborah Furgeson-spoke in opposition of the mask mandate
Rosealandra Cloven-spoke in opposition of the mask mandate
Tim Jeffries-spoke in opposition of the mask mandate

Mayor Stanley called for a recess at 8:41 p.m. The meeting reconvened at 8:51 p.m.

Comments from the public: read by Assistant City Clerk Roschelle Forsythe
Dianne Slater-supports the mask mandate
Marandy Anderson- is asking you to take the work of our healthcare workers who are putting their lives on the line daily for us, and to pass a mask mandate for the City of Joplin.
Nichole Selvey-supports the mask mandate
Wendy Brueckner-Sears-supports the mask mandate
Nina Brueckner-supports the mask mandate
Steve Brown-against the mask mandate
Melissa Antone-supports the mask mandate
Rob O'Brian-in support of implementing a mask mandate

Motion by Mr. Cortez, second by Mr. Monteleone to approve Council Bill No. 2020-011. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Stanley, and Williams, 6. Nays: Lawson, Shaw and Stinnett, 3. **Ordinance No. 2020-176**

Discussion of City of Joplin Plan for Response and Recovery the consensus of the council was to stay where we are in the Plan; step 2: phase 4.

Mr. Monteleone asked that at regular future meetings that updates be given by the Health Director as far as numbers and where we are in the Recovery Plan and if we would be able to relax some of the things to help out the citizens.

Adjournment

With no further business, the meeting adjourned at 9:21p.m.

Respectfully,

Roschelle Forsythe, Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-163 - Agreement for Sewer Service and Sewer Assessment (Ledford Construction & Development Company, LLC)

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2020-163 Ordinance; Agreement for Sewer Service; Location Map

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 an Agreement with Ledford Construction & Development Company L.L.C., for Sewer Service and Sewer Assessment.

BACKGROUND
In 2018 the City was approached by a developer wishing to subdivide a tract of land for residential development consisting of approximately 600 homes. City staff reviewed the potential capacity available in the collection system that would serve the development and found that there was not enough sewerage capacity available for 600 homes. The developer's engineers evaluated the collection system and reached the same conclusion. City staff contracted with Allgeier Martin and Associates to perform a study of the collection system serving this area and to provide options and cost estimates for improving the system to provide more capacity for development. The engineering report was completed in December of 2018 and has been used during discussions between City staff, property owners and developers to incorporate into the agreement. This agreement allows the City to collect a surcharge of 30% on all sewer charges collected from sewer users connecting to the improved collection system within the property described in this agreement. The funds collected will pay for half of the cost, plus interest of the Phase 1 and Phase 2 improvements needed to increase the available sanitary sewer capacity of the sewer collection system. The total cost of Phase 1 is estimated to be $233,750; the total cost of Phase 2 is estimated to be $2,867,370. The total capacity gained from the improvements will be split with half being reserved by the City for industrial or commercial development and the remainder is reserved for residential development. The industrial and commercial developments will also pay the 30% surcharge but the amount to be paid for by the surcharge is half of the total cost, plus interest. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible. Ledford's subdivision, Eagles Edge, contains 152 residential lots.

FUNDING SOURCE

Sewer improvement projects will be funded from the sanitary sewer fund with the funds collected from the 30% surcharge paying for half, plus interest.

RECOMMENDATION

Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

AGREEMENT FOR SEWER SERVICE
AND SEWER ASSESSMENT

THIS AGREEMENT made and entered into this _____ day of September, 2020, by and between Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Owner"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "City"). City's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Owner owns certain real estate (hereinafter referred to as "the Property"), said real estate being described as follows:

"Legal Description is attached as Exhibit A"

WHEREAS, Owner desires that City construct, maintain, and repair certain improvements to treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Phase 1 Improvements.

a. City's Responsibilities. City shall engineer, construct, maintain, and repair all sewage collection system sewer main lines to make sanitary sewer service available to the Property. City shall construct, maintain, and repair improvements to the 20th Street Lift Station to increase pumping capacity to 400 gpm. Specifically, these improvements are projected to include Duplex 400 gpm, 83 hp submersible pumps. The cost estimate of these improvements is $162,250.00. City shall, at Owner's expense, construct, maintain, and repair improvements to the 20th Street Lift Station to increase flow equalization. Specifically, these improvements are projected to include two 10' diameter by 22' deep flow equalization basins. The cost estimate of these improvements is $71,500.00. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. In the event that additional easements or right

of way is required, City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewer lateral lines extending from sewer main lines to the Property. Owner, at its expense, shall construct a sewage collection system as part of its development of the property from the lateral lines to the lift station, and this collection system shall be dedicated to the City upon completion. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

2. Phase 2 Improvements.

a. City's Responsibilities. After such time as City determines that fifty percent (50%) of the capacity created by the Phase 1 Improvements has been used, City shall design, engineer, construct, maintain, and repair improvements to the 20th Street Lift Station and Lift Station #19. Specifically, flow from the 20th Street Lift Station will be eliminated from the Lift Station #19 basin and directly piped to the Shoal Creek WWTP. The cost estimate of these improvements is $2,867,370. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewage collection system sewer lateral lines extending from sewer main lines to the Property. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

3. Maintenance and Repair. City shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Owner shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines in accordance with the Joplin City Code.

4. Payment Obligation of Owner and Rates for Service. It is the intent of this Agreement that Owner, its successors and assigns, and any subsequent owners of any part of the Property pay fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements. Owner plans to construct a subdivision or sell all or part of the Property for a subsequent owner to construct a subdivision and it is agreed that each residential home located on the Property will be responsible for the monthly service rates and surcharge set forth in this paragraph. Owner, its successors and assigns, and any subsequent owners of any part of the Property shall be assessed fees for "in city" sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances, plus a thirty percent (30%) surcharge. Said surcharge shall be assessed until fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements, plus interest computed at 2.75% per annum, has been fully paid, at which time the surcharge shall cease. Said fees shall be due from any owner of any part of the Property receiving sewer service, regardless of whether the user is residential, commercial, or industrial. Total actual cost includes engineering and design and all construction and related costs.

5. Payment Schedule. Owner, its successors and assigns, and any subsequent owner of any part of the Property shall pay City for any fees for sanitary sewer service assessed pursuant to the terms of the sewer bills that are sent by City.

6. City's Reservation of Capacity from Phase 2 Improvements. City reserves fifty percent (50%) of the increased sewer capacity from the Phase 2 Improvements for allocation and use by City at its sole discretion.

7. Development of the Property. Owner agrees that the Property is governed by the Joplin City Code, including but not limited to the building code, fire code, and zoning. Owner agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code. Owner agrees that any construction or development of the Property shall conform with all requirements of City's Standard

Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. The parties agree that the annexation agreement contained in the January 15, 2008 Agreement for Sanitary Sewer Construction and Treatment Services between that parties shall be strictly followed. In addition, all property that is served by sanitary sewer under this Agreement shall be annexed into the City prior to the sanitary sewer being connected to the City's sewer line.

b. Owner, its successors and assigns, irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Owner, its successors and assigns, shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Owner, its successors and assigns, to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Owner, its successors and assigns, agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. 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.

10. 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. This Agreement shall be recorded in the Recorder's Office and shall run with the land and bind all successor owners of any real estate described above.

11. Compliance with Law. Owner shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Owner 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 City, its agents or employees, or Owner, 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.

16. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

17. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by Owner, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

18. Termination. City may terminate this Agreement upon the failure of Owner to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by City to Owner.

19. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of September, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

LEDFORD CONSTRUCTION &
DEVELOPMENT COMPANY, L.L.C.

_____
By: Lance Ledford
Its: Owner

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this 30th day of October, in the year **2020**, before me, a Notary Public in and for said state, personally appeared Lance Ledford, of Ledford Construction* known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that _____ executed the same for the purposes therein stated.

* Development Company LLC

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

My term expires February 25th, 2023.

Natalia Breanne Going Mrs
Notary Public

Natalia Breanne Going Mrs
Notary Public-Notary Seal
State of Missouri, Jasper County
Commission #18895116
My Commission Expires February 25, 2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

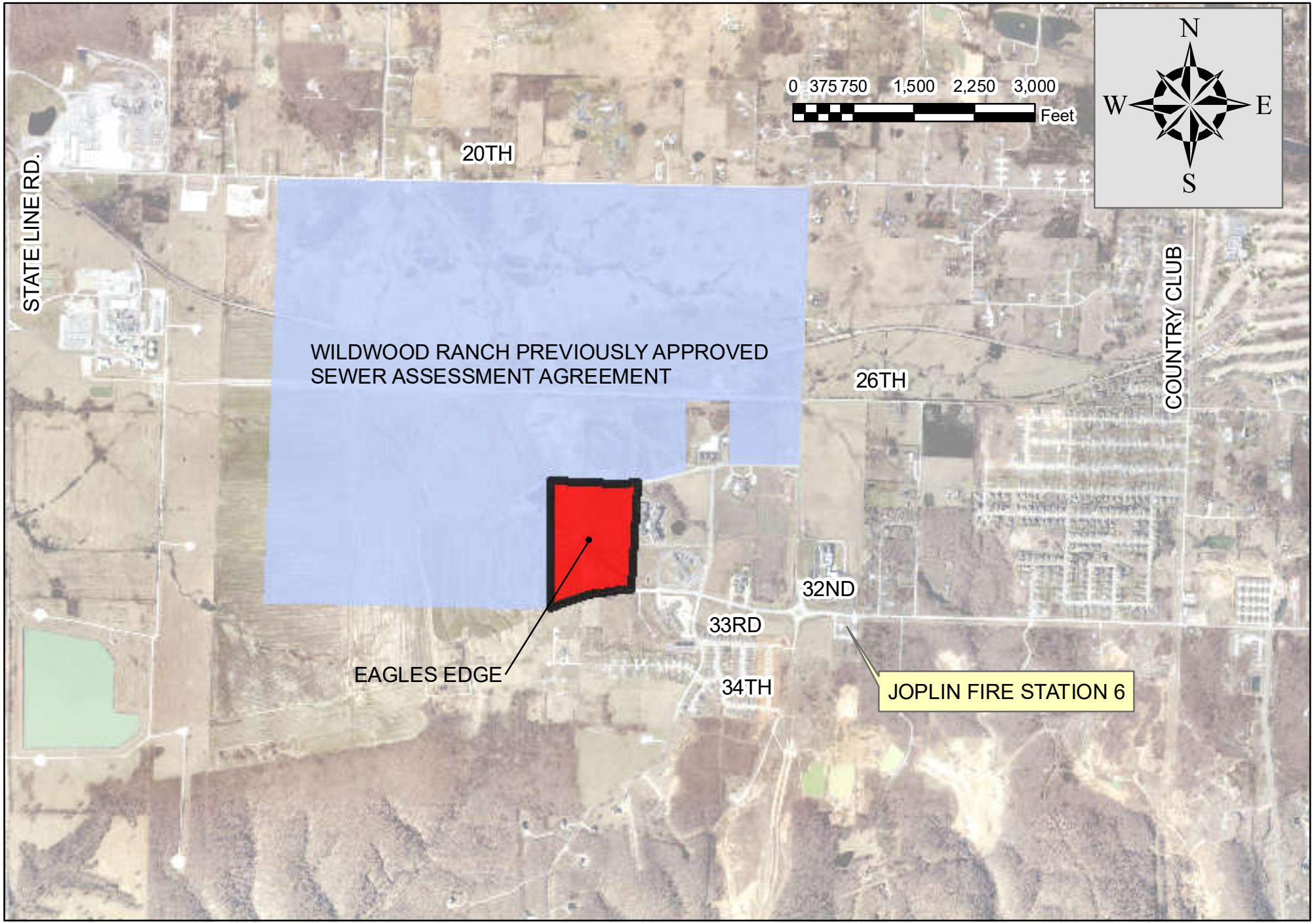
AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

EXHIBIT A

BOOK 2528, PAGE 23
PART OF A TRACT OF LAND DESCRIBED IN BOOK 1962, PAGE 1457 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 0°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT OF LAND, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND 634.24 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2955.00 FEET AND A CHORD BEARING SOUTH 80°32'34" WEST, 633.03 FEET; THENCE CONTINUING ALONG SAID NORTH LINE 510.49 FEET ON A REVERSE CURVE HAVING A RADIUS OF 1545.00 FEET AND A CHORD BEARING SOUTH 83°51'34" WEST, 508.17 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 86°40'29" WEST, 153.52 FEET; THENCE NORTH 1°30'00" EAST, 1588.59 FEET; THENCE SOUTH 88°30'00" EAST, 1088.01 FEET; THENCE 195.86 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1970.00 FEET AND A CHORD BEARING NORTH 88°39'06" EAST, 195.78 FEET; THENCE SOUTH 1°49'48" WEST ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2398, PAGE 218 AND AN EXTENSION THEREOF, 1325.25 FEET; THENCE SOUTH 0°12'03" EAST, 90.13 FEET TO THE POINT OF BEGINNING. CONTAINS 44.60 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

EAGLES EDGE - SEWER SERVICE AND SEWER ASSESSMENT AGREEMENT



COUNCIL BILL NO. 2020-163 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Ledford Construction & Development Company, L.L.C., owns certain real property more particularly described in the Agreement, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A";

WHEREAS, Ledford Construction & Development Company, L.L.C., desires that City design, engineer, construct, maintain, and repair certain improvements for sanitary sewer service to said real property. The estimated cost of the Phase 1 improvements is $233,750. The estimated cost of the Phase 2 improvements is $2,867,370;

WHEREAS, City agrees to advance the costs of said improvements;

WHEREAS, Ledford Construction & Development Company, L.L.C., its successors and assigns, and any subsequent owners of any part of said real property, agree that the actual costs of said improvements shall be recovered by a 30% surcharge on any and all sewer service charges established by Section 118-202 of the Joplin City Code for said real property until the actual costs of said improvements, plus interest computed at 2.75% per annum, have been fully paid; and

WHEREAS, City and Ledford Construction & Development Company, L.L.C., agree that City reserves fifty percent (50%) of the increased sewer capacity created by said improvements for allocation and use by City at its sole discretion.

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

Section 1. That the agreement with Ledford Construction & Development Company, L.L.C. for the purpose of providing sanitary sewer service, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-170 - Agreement for Sewer Relocation (Molandco, Inc.)

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2020-170 Ordinance; Location Map; Exhibit Photos; Agreement with Molandco, Inc.

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 an Agreement with Molandco, Inc. for Sewer Relocation.

BACKGROUND
When the Baker's Branch parallel sewer mains were originally constructed between the 1920s and 1970s, they were placed on the west side of a low-flow creek in undeveloped land. Then, in the mid-1990s, a residential subdivision was built on the east side of the creek, along with the Water's Edge lake. Access for maintenance and expansion of the parallel system were easily accomplished. Now however, with a subdivision being constructed on the west side of the lake, that access is being restricted. If the sewer easement remains in its current location, it is likely that routine and emergency maintenance activities will be hampered by the close proximity to the houses and anticipated landscaping, as corroborated in the attached exhibit photos. Additionally, the current easement location does not lend itself well to a future parallel line, which staff anticipate will eventually be needed as development occurs northwards and eastwards within the basin. The exhibit photos show the likely hindrances to construction of a future parallel line across residential properties in this neighborhood. City staff analyzed the likely costs and benefits of re-routing the sewer easement between the new lots and the lake, accounting for the typical landscaping and concrete u-shaped driveways found within this same neighborhood. Staff evaluated the likely benefits to taxpayers if the easement were re-routed now, versus leaving it to cross residential lots diagonally. During construction of a future parallel line within the existing easement, replacement of the anticipated driveways and landscaping improvements would likely increase the cost for that work to such an extent that staff see a positive benefit for every dollar spent now to re-route the sewer easement. Also, during certain types of maintenance work involving vehicular traffic, the City would likely incur similar types of costs. After receiving input from City operations, staff recommends that the sewer easement be relocated now between the lake and the new lots, rather than cutting diagonally across them. By doing so at this time, benefits should be experienced by local residents in the near future, and to the taxpayers over the coming decades. The City's access needs for maintenance and future expansion will be preserved, and certain costs and challenges can be avoided in the current easement, including a reduction in nuisance to the future homeowners along the west side of the lake. When staff

presented a 40/60 cost-sharing agreement to Molandco, the developer was willing to pay its 60% share ($57,454.80) in cash. The City's 40% share ($38,303.20) is encompassed within the construction agreement along this rerouted alignment. The new permanent easement will match the 30-foot width of the existing easement, to allow for a future parallel gravity pipeline.

FUNDING SOURCE

The sanitary sewer fund, and payment in cash from MOLANDCO.

RECOMMENDATION

Staff recommends adoption of this Council Bill as a non-emergency ordinance.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and MOLANDCO, Inc., a Missouri Corporation, hereinafter referred to as "MOLANDCO."

WHEREAS, MOLANDCO owns certain real property located in Joplin, Missouri, legally described in Deed Book 1786 at page 192 and Deed Book 2212 at page 735, attached hereto and incorporated by reference as Exhibits A.1 and A.2 (hereinafter referred to as "the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property, legally described in Deed Book 907 at page 599, Deed Book 920 at page 172, and Deed Book 1194 at page 2525, attached hereto and incorporated by reference as Exhibits B.1, B.2, and B.3; and

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, MOLANDCO desires to relocate said sanitary sewer easement in order to develop the Property, a copy of the proposed relocated sanitary sewer easement being attached hereto and incorporated by reference as Exhibit C.

NOW THEREFORE, the parties do hereby agree as follows:

1. Responsibilities of City: City agrees to pay for additional engineering and construction costs associated with the sanitary sewer easement relocation in the not to exceed price of $38,303.20.

2. Responsibilities of MOLANDCO: MOLANDCO agrees to pay for the balance of additional engineering and construction costs associated with the sanitary sewer easement relocation, which are currently estimated at $57,454.80. MOLANDCO also agrees to execute the permanent sanitary sewer and temporary construction easements attached hereto and incorporated by reference as Exhibits C and D. MOLANDCO further agrees to pay for any and all application fees associated with vacating any existing easements and establishing any new easements related to this Agreement, including Exhibits C and D. MOLANDCO agrees to pay for the costs associated with recording any easements or vacations related to this Agreement, including Exhibits C and D.

3. 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.

4. 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.

5. Compliance with Law. MOLANDCO, its employees, agents, successors, and assigns, shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

6. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

7. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

8. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

9. Indemnification. MOLANDCO 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 and costs and expenses, including reasonable attorney's fees, 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 City, its agents or employees, or MOLANDCO, 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.

10. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

11. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by MOLANDCO, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or

constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

12. Termination. City may terminate this Agreement at any time, without cause.

13. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

MOLANDCO, INC.

_____
MOLANDCO, Inc.
By: Allyn Burt
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____ day of _____, 2020 before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of MOLANDCO, Inc., a Missouri Corporation, and that the seal affixed to the forgoing instrument is the seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

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

_____
Notary Public (type or print name)

My Commission Expires:

Exhibit A.1

BK1786PG0192

5/9/2003 11:29:41 AM

03-11599

BOOK: 1786

PAGE: 192-201

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

General Warranty Deed

(Corporation)

This Deed, made and entered into on MAY 6, 2003, by and between **Grantor:** U.S. Bank, N.A. (successor in interest to Mercantile Bank of Western Missouri and to Firstar Bank, N.A.), organized and existing under the laws of the United States of America with its principal office in the COUNTY of JASPER, State of MISSOURI, whose address is 402 MAIN ST., JOPLIN, MO 64801 and **Grantee(s):** Molandco, Inc., a Missouri Corporation of the COUNTY of JASPER, State of MO. **Mailing Address of the Grantee(s):** 1010 E. 20TH ST., JOPLIN MO 64804

Witnesseth, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, does by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

***SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

HAWKINS

File No.: 193771

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will ***Warrant and Defend*** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons claiming by, through or under Grantor(s) but none other excepting, however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor has executed these presents the day and year first above written.

U.S. BANK, N.A.

By: Clifford E. Wert
Senior Vice-President

State of Missouri)
) ss
County of Jasper)

On May 6, 2003, before me personally appeared Clifford E. Wert, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of U.S. Bank, N.A.*, a Corporation of the State of Missouri, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors; and said Clifford E. Wert acknowledged said instrument to be the free act and deed of said Corporation. *Successor in interest to Mercantile Bank of Western Missouri, and to Firstar Bank, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri the day and year first above written.

Marilyn M. Edwards

Marilyn M. Edwards, Notary Public

My term expires: 10/01/04

MARILYN M. EDWARDS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, JASPER COUNTY
My Commission Expires: 10-1-2004

EXHIBIT 'A'

TRACT 1:
ALL OF LOTS NUMBERED TWO HUNDRED THIRTEEN (213), TWO HUNDRED FOURTEEN (214), AND TWO HUNDRED FIFTEEN (215), IN ROYAL HEIGHTS SUB-DIVISION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 2:
ALL OF LOT NUMBERED EIGHT HUNDRED SIXTY-SIX (866) AND EIGHT HUNDRED SIXTY-SEVEN (867), IN CASTLE ROCK SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 3:
ALL OF WATER'S EDGE RE-PLAT UNIT NO. 1, EXCEPT LOTS NUMBERED ONE (1) THROUGH SIX (6), INCLUSIVE, AND EXCEPT LOT NUMBERED THIRTY-ONE (31), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF WATERS EDGE RE-PLAT UNIT NO. 1: THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATERS EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING;
THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET, A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST; THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST, 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

EXCEPT:

Initials: _____ _____

(1) COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, WATER'S EDGE REPLAT UNIT 1, JASPER COUNTY, MO. THENCE SOUTH 0 DEGREES, 19 MINUTES, 21 SECONDS EAST ALONG THE WEST LINE OF LOT 2 SHANER PARK ACRES 15 FEET TO THE POINT OF BEGINNING. THENCE NORTH 35 DEGREES 20 MINUTES 10 SECONDS WEST 40.69 FEET. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222. FEET AND CENTRAL ANGLE OF 25 DEGREES, 19 MINUTES, 18 SECONDS AN ARC LENGTH OF 98.11 FEET. THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 228. FEET AND CENTRAL ANGLE OF 6 DEGREES, 6 MINUTES, 51 SECONDS AN ARC LENGTH 24.33 FEET. THENCE SOUTH 53 DEGREES 0 MINUTES EAST 84.10 FEET. THENCE SOUTH 0 DEGREES, 0 MINUTES EAST 69.76 FEET TO THE SOUTH LINE OF LOT 2 SHANER PARK ACRES. THENCE SOUTH 89 DEGREES, 50 MINUTES 13 SECONDS WEST 127.68 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT KNOWN AS LOT 6 IN WATER'S EDGE REPLAT UNIT 1 AND BEING SUBJECT TO EASEMENTS, RIGHT OF WAYS AND RESERVATIONS OF RECORD.

(2) THAT PART OF THE COMMON AREA AS PLATTED IN WATER'S EDGE RE-PLAT UNIT NO.1, IN THE CITY OF JOPLIN, SECTION 36, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT IF EXTENDED, 10.07 FEET, THENCE NORTH 4.94 FEET, THENCE NORTH 53 DEGREES WEST 84.10 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 228 FEET AN ARC DISTANCE OF 197.80 FEET ON A CHORD OF NORTH 64 DEGREES 03 MINUTES 27 SECONDS EAST 191.66 FEET, THENCE SOUTH 3 DEGREES, 57 MINUTES, 52 SECONDS WEST 66.48 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 220 FEET AN ARC DISTANCE OF 15.03 FEET ON A CHORD OF SOUTH 1 DEGREE 54 MINUTES 11 SECONDS WEST 15.03 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND ARC DISTANCE OF 58.40 FEET ON A CHORD OF SOUTH 26 DEGREES, 47 MINUTES WEST 55.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 65.60 FEET TO THE POINT OF BEGINNING EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD-RIGHT-OF-WAY, ALSO BEING SUBJECT TO OTHER RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AND EXCEPT THE FOLLOWING TRACTS:

A: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3), THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST ALONG THE EASTERLY LINE OF LOT NUMBERED THREE (3), 1.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 6.78 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 35 SECONDS EAST, 5.84 FEET; THENCE SOUTH 84 DEGREES 21 MINUTES 49 SECONDS WEST; 3.48 FEET TO THE POINT OF BEGINNING.

B: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF LOT NUMBERED THREE (3); 37.51 FEET; THENCE CONTINUING ALONG THE SOUTH LINE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 16.44 FEET; THENCE SOUTH 06 DEGREES 39 MINUTES 31 SECONDS EAST, 7.08 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 39 SECONDS EAST, 16.27 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 5.53 FEET TO THE POINT OF BEGINNING.

C: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 12.35 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 46 MINUTES 47 SECONDS EAST, 30.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A

Initials: _____ _____

DISTANCE OF 7.62 FEET; THENCE NORTH 05 DEGREES 44 MINUTES 04 SECONDS WEST, 7.20 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 06 SECONDS WEST, 2.54 FEET TO THE POINT OF BEGINNING.

D: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 38.08 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 31 MINUTES 09 SECONDS EAST, 92.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A DISTANCE OF 5.28 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 3.57 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 25 SECONDS WEST, 3.89 FEET TO THE POINT OF BEGINNING.

E: ALL THAT PART OF THE COMMON AREA IN WATERS EDGE RE-PLAT UNIT NO. 1 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT NUMBERED THREE (3) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE NORTH 83 DEGREES 17 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE PARALLEL TO THE NORTHEASTERLY PROPERTY LINE CURVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET; THENCE ALONG SAID CURVE 63.44 FEET; THENCE SOUTH 7 DEGREES 12 MINUTES 4 SECONDS EAST, 39.76 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 125.00 FEET; THENCE NORTH 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 85.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 20.79 FEET TO THE EAST CORNER OF LOT 3; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET (ALSO THE NORTHEASTERLY PROPERTY LINE CURVE OF LOT 3); THENCE ALONG SAID CURVE 50.96 FEET TO THE POINT OF BEGINNING.

F: ALL THAT PART OF THE COMMON AREA IN WATER'S EDGE RE-PLAT UNIT NO. 1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF LOT THIRTY-ONE (31) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE SOUTH 36 DEGREES 46 MINUTES 54 SECONDS WEST, 113.96 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 08 SECONDS EAST PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 31, 126.95 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SIDE CURVE 18.03 FEET; THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 31, 60.29 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 699.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 26.94 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 25 SECONDS WEST, 28.00 FEET TO THE EASTERLY CORNER OF SAID LOT 31 AND A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 34 MINUTES 32 SECONDS WEST, 28.04 FEET; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 727.00 FEET, A DISTANCE OF 28.04 FEET; THENCE 27 DEGREES 27 MINUTES 59 SECONDS WEST, 45.34 FEET TO SOUTHERLY CORNER OF SAID LOT 31, THENCE NORTH 66 DEGREES 25 MINUTES 08 SECONDS WEST, 92.00 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 25 SECONDS EAST, 83.16 FEET TO THE POINT OF BEGINNING.

G: THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATER'S EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET,

Initials: _____ _____

A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT, THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST, THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

H: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

I: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

J: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134) AND ONE HUNDRED THIRTY-SIX (136) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

K: TRACT K1:
ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TEN (10) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 66 DEGREES 13 MINUTES 20 SECONDS WEST, 78.49 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD, ON A CURVE TO THE LEFT HAVING A RADIUS OF 655.00 FEET, 120.17 FEET, TO THE NORTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT ON A CURVE TO THE LEFT HAVING A RADIUS OF 323.27 FEET, A DISTANCE OF 90.29 FEET, THENCE NORTH 29 DEGREES 13 MINUTES 50 SECONDS EAST 114.45 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT.
(ALSO KNOWN AS LOT 9 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT K2:

Initials: _____ _____

ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY; THENCE NORTHERLY PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, 67.43 FEET, THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST, 69.85 FEET, TO THE SOUTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY; THENCE SOUTHEASTERLY PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT, ON A CURVE TO THE LEFT HAVING A RADIUS OF 363.27 FEET, 90.23 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 00 SECONDS WEST, 119.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENTS, SUBJECT ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING THE RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 15 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT K3:
ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 338.00 FEET, 116.02 FEET, TO THE SOUTH SIDE OF HICKORY LANE, A/K/A SPARKLING WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO HICKORY LANE, A/K/A SPARKLING WATERS COURT, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, 95.71 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 31 SECONDS EAST, 112.35 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 16 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT 4:
ALL THAT PART OF MISCELLANEOUS TRACTS NUMBERED TWENTY-SEVEN (27), TWENTY-EIGHT (28), AND TWENTY-NINE (29), IN SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE

Initials: _____ _____

SOUTHEAST CORNER OF SAID SECTION 36, THENCE WEST ALONG THE SOUTH LINE OF SECTION 36, 825.76 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 40.0 FEET, MORE OR LESS, TO THE NORTH LINE OF NEWMAN ROAD, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 510 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 493.66 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES EAST 258.83 FEET, THENCE NORTH 0 DEGREES 05 MINUTES WEST 400 FEET, THENCE NORTH 89 DEGREES 50 MINUTES WEST 257.94 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 1181 FEET, THENCE WESTERLY ALONG THE SOUTH LINE OF ROYAL HEIGHTS SUB-DIVISION 1477.0 FEET, THENCE SOUTH 2082.45 FEET, THENCE EASTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF NEWMAN ROAD TO THE POINT OF BEGINNING, EXCEPT ALL THAT PART PLATTED AS WATER'S EDGE RE-PLAT UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THE FOLLOWING:

A: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

B: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

C: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134), ONE HUNDRED THIRTY-SIX (136), ONE HUNDRED THIRTY-SEVEN (137), ONE HUNDRED THIRTY-EIGHT (138), ONE HUNDRED THIRTY-NINE (139), AND ONE HUNDRED FORTY (140) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 5:
ALL OF MISCELLANEOUS LOT NUMBERED FORTY-SIX (46), IN SECTION 36, TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT HIGHWAY RIGHT-OF-WAY, AND EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

TRACT 6:
ALL OF LOTS NUMBERED EIGHT HUNDRED SEVENTY (870) THROUGH EIGHT HUNDRED SEVENTY-NINE (879), BOTH INCLUSIVE, IN CASTLE ROCK SUB-DIVISION, OF PART OF THE SOUTH HALF OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 7:
EASEMENT FOR INGRESS AND EGRESS, AND COMMON AREA LOT "A":
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 45.0 FEET TO THE WEST RIGHT-OF-WAY OF RANGE LINE ROAD AND THE INTERSECTION OF THE NORTH LINE OF LOT TWO (2) IN SHANER PARK ACRES, SAID POINT BEING THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 23 MINUTES EAST ALONG SAID RIGHT-OF-WAY 119.85 FEET TO A POINT OF INTERSECTION
WITH THE SOUTH LINE OF SAID LOT, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG SAID LINE 400 FEET, THENCE NORTH 251 FEET MORE OR LESS TO THE NORTH LINE OF LOT ONE (1) IN SHANER PARK ACRES, THENCE EAST 400 FEET, TO A POINT
NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN OR DEEDED FOR HIGHWAY PURPOSES, KNOWN AS PART OF WATER'S EDGE UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
A.P.N.

Initials: CM _____

First American Title Missouri Agency Inc dba Hawkins Title

File No.: 193771 (mme)

Date: May 07, 2003

16.25
3375
50 Cm

HAWKINS

Initials: _____ _____

Exhibit A.2

BK2212PG0735

8/26/2011 10:03:07 AM

11-15777

BOOK: 2212

PAGE: 735-737

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 25th day of August, 2011, by and between Dr. Shazia Habib and Dr. Iftikhar Ali, herein called the grantor(s) and Molandco, Inc., herein called the grantee(s).
Grantees mailing address: 2820 S. RANGELINE RD JOPLIN MO 64804

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said Grantee(s), the following described Real Estate situated in the County of Jasper, State of Missouri, to wit:

See Attached Legal Description

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

To have and to hold the same together with all rights, immunities, privileges, and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

The said grantor covenanting that said party or parties and the heirs, executors, administrators and assigns of such Grantee(s), and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any.

That grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

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

Dr. Shazia Habib

Dr. Iftikhar Ali

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this 25th day of August, 2011, before me personally appeared Dr. Shazia Habib and Dr. Iftikhar Ali, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

Notary Public: Cathy M. Forson
My commission expires: 3-3-13

CATHY M FORSON
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires March 3, 2013
Commission # 09507811

Exhibit "A"

File #111202

All of the West One-half (W1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri, EXCEPT a tract 174.8 feet East and West by 208.7 feet North and South out of the Northeast corner thereof; AND EXCEPT a tract 10 rods East and West by 8 rods North and South out of the Southeast corner thereof; AND EXCEPT all that part of the West One-half of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, described as follows: Beginning at a point 834.8 feet West of the Northeast corner of the Southeast Quarter of the Northeast Quarter, thence West 465.2 feet to a point 20 feet East of the Northwest corner of said tract, thence South and parallel to the West line of said tract 208.7 feet, thence East 465.2 feet, thence North 208.7 feet to point of beginning in Jasper County, Missouri, being a part of MISCELLANEOUS TRACT Numbered Forty-four (44) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri;

Also, a tract of land described as follows: Beginning 208.7 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, thence West 660 feet, thence South to a point 132 feet North of the South line of said Southeast Quarter of the Northeast Quarter of Section 36, thence East to a point 544.5 feet West of the East line of said Section 36, thence North 532 feet, thence East 544.5 feet to the East line of said Section 36, thence North along the East line of said Section 36, to point of beginning, being MISCELLANEOUS TRACT Numbered Forty-three (43) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, EXCEPT that part taken or deeded for road purposes.

1725
12.75
30 OK BT at desk

Exhibit B.1

SEWER EASEMENT

THIS INDENTURE, made the 24th day of April, 1959, between

A. F. Hadden and Ethel P. Hadden, husband and wife,

OF The City of Joplin, State of Missouri, parties of the first part, and the City of Joplin, a municipal corporation, party of the second part,

WITNESSETH:

That in consideration of the sum of One Dollar (1.00) and other valuable considerations now paid to the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part hereby grants and conveys unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

Description for 20 ft. wide sewer easement, 10 ft. on either side of the following described center line across the north 208.7 ft. of Miscellaneous Tract No. 43 in the SE 1/4 of NE 1/4 of Section 36, Township 27 N, Range 33 W, Jasper County, Missouri.

Beginning at a point in the south line of said tract 120 ft. east of the SW corner thereof, thence with an angle to the left from the south line of 40° 00' a distance of 285 ft. to M.H. #2, thence with an angle to the right of 6° 50' a distance of 50 ft. to point in the north line a distance of 385 ft. east from the NW corner of said tract, containing 15/100 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us.

A. F. Hadden

Ethel P. Hadden

MISSOURI ACKNOWLEDGMENT — UNMARRIED PERSON

STATE OF _____ }
} ss.
County of _____ } On this _____ day of _____,

19____, before me _____, a Notary Public, personally

appeared _____
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
And the said _____ further declare _____ to be single and unmarried.

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

_____
Notary Public in and for said county & state.

My term expires _____

2 cc Pd Bryan Abstract Co City & Joplin

907
599-600

MISSOURI ACKNOWLEDGMENT — MAN AND WIFE

STATE OF Missouri }
} ss.
County of Jasper } On this 25th day of May

19 59, before me, E O Hunt, a Notary Public, personally

appeared A P Hudson and Ethel P Hudson
his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin Mo the day and year last above written.

E O Hunt
Notary Public in and for said county and state.

My term expires March 11 1960

FILED FOR RECORD
11 o'clock MAY 25 1959 37 minutes
Virginia D. Andrews RECORDER
State of Missouri } ss.
County of Jasper }

9.7 Sauer Examining & Abstract Co

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 25th day of May A.D. 1959 at 11 o'clock and 37 minutes A. M., duly filed for record in this office, and is recorded in the records of this office in Miscellaneous book 907 at page s 599-600

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 27th day of May A. D. 1959

Virginia D. Andrews Recorder

By _____ Deputy

Exhibit B.2

SEWER EASEMENT

THIS INDENTURE, made the fifth day of October, 1959, between ABE LONG and SARAH ALICE LONG, husband and wife, of the City of Joplin, State of Missouri, parties of the First Part, and the CITY OF JOPLIN, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of FOUR HUNDRED AND NO/100 DOLLARS ($400.00) now paid to the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part hereby grant and convey unto the said party of the second part, and to its assigns and legal representatives, and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

> Description for 20 foot wide sewer easement, 10 feet on either side of the following described center line across Miscellaneous Tracts No. 43, except the North 208.7 feet, and Miscellaneous Tract No. 44, both in the SE 1/4 of NE 1/4 of Section 36, Township 28 North, Range 33 West, Jasper County, Missouri:
>
> Beginning at a point in the West line of Miscellaneous Tract No. 44 a distance of 30 feet North of Southwest corner of said Miscellaneous Tract No. 44, thence with an angle 42 degrees 30 feet to the right from the West line a distance of 400 feet to M.H. #7, thence with an angle to the left of 9 degrees 57 minutes a distance of 374 feet to M. H. #8, thence with an angle to the right of 18 degrees 30 minutes a distance of 400 feet to point in the North line of Miscellaneous Tract No. 43 (except the North 208.7 feet) a distance of 208.7 feet South and 120 feet East of the Northwest corner of said tract, containing 0.54 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

The grantors shall remain liable for any tax assessment benefits which may be assessed against their property for and on account of the establishment of any sewer district covering the property hereinabove described.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Abe Long

Sarah Alice Long

MISSOURI ACKNOWLEDGMENT - MAN AND WIFE

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this fifth day of October, 1959, before me, a Notary Public, personally appeared Abe Long and Sarah Alice Long, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Earl W. Long
Notary Public in and for said County and State

My term expires: September 13, 1963

State of Missouri } ss.
County of Jasper }
FILED FOR RECORD
AT 10 O'CLOCK OCT 13 1959 13 MINUTES A M
Virginia D. Andrews
RECORDER

Deed Records
Abe Long & Wife to
Sarah Alice Long
920
172-173

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 13th day of October A.D. 1959 at 10 o'clock and 13 minutes A M., duly filed for record in this office, and is recorded in the records of this office in Miscellaneous book 920 at page 172-173

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo. this 15th day of October A. D. 1959.

Virginia D. Andrews Recorder

By Deputy

Exhibit B3

SEWER EASEMENT

BOOK 1194 PAGE 2525

THIS INDENTURE, made the 10th day of November, 1976, between Joplin Stockyards

of the City of Joplin, State of Missouri, Parties of the First Part, and the City of Joplin, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of One Dollar ($1.00) _____ Dollars and other valuable considerations now paid to the said Party of the First Part by the Party of the Second Part, the receipt and sufficiency of which is hereby confessed and acknowledged, the Party of the First Part hereby grants and conveys unto the said Party of the Second Part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

See attached sheet which becomes part and parcel of this agreement.

A thirty feet wide sewer easement in Miscellaneous Tracts M-28 and M-29 in the SE¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri, being ten feet left and 20 feet right of a line described as follows:

Beginning at an existing manhole, said manhole being 7.48 feet South of the center line of Jaccard Street and 17.0 feet East of the East line of Castle Rock Subdivision, or 165.90 feet East of the center line of Florida Avenue; thence North 0 degrees, 33 minutes, 41 seconds East a distance of 289.85 feet to existing manhole #1, said manhole being 20 feet East of the East line of Castle Rock Subdivision or 168.90 feet East of the center line of Florida Avenue; thence at an angle right of 30 degrees, 30 minutes, 40 seconds (bearing North 31 degrees, 04 minutes, 21 seconds East) a distance of 403.36 feet to existing manhole #2, thence at an angle left of 9 degrees, 59 minutes, 30 seconds (bearing North 21 degrees, 04 minutes, 51 seconds East) a distance of 397.41 feet to existing Manhole #3, thence at an angle right of 0 degrees 6 minutes (bearing North 21 degrees, 10 minutes, 51 seconds East) a distance of 405.24 feet to existing manhole #4; thence at an angle right of 22 degrees, 26 minutes (bearing North 43 degrees, 36 minutes, 51 seconds East) a distance of 396.99 to existing manhole #5; thence at an angle right of 0 degrees, 8 minutes (bearing North 43 degrees, 44 minutes, 51 seconds East) a distance of 300.44 feet, more or less, to the North property line of Miscellaneous Tract M-29; said point being 15.57 feet South 89 degrees, 51 minutes, 04 seconds East from the Northeast corner of the Northwest ¼, Southeast ¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri. Containing 1.51 acres, more or less.

Bearings are in reference to the center line of Florida Avenue.

Also a temporary construction easement 10 feet wide and adjacent to the above easement on the right side thereof, to be in effect until No. 2 relief sewer is constructed and cleanup made. This easement is to cover the existing Baker's Branch Public Relief Sewer and a No. 2 Baker's Branch Public Relief Sewer to parallel the existing sewer on the right side of said existing sewer.

The original easement granted to the City of Joplin, May the 14th, 1959, and filed May 25, 1959, and recorded in Book 907, pages 607 and 608, will be vacated upon execution of this easement.

STATE OF _____
County of _____ } ss. ACKNOWLEDGMENT BY INDIVIDUALS.

On this _____ day of _____, 19____, before me personally appeared _____

_____

to me known to be the person _____ described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that _____ executed the same as _____ free act and deed and for the consideration stated therein and no other.

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

My term expires _____, 19____.

_____
Notary Public

STATE OF Missouri
County of Jasper } ss. ACKNOWLEDGMENT BY CORPORATION.

On this 16 day of November, 19 76, before me appeared Val R Patterson and Allen D C Reynolds, to me personally known, who being by me duly sworn, did say that he is the Vice President and Secretary of Joplin Stockyards, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said Joplin Stockyards, Inc. acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires Jan 23, 19 79

Linda Cross
Notary Public

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD

AT 8 O'CLOCK NOV 16 1976 MINUTES 09 A M

Vesta Braham
RECORDER

11744

SEWER EASEMENT

Sewer

FROM

Joplin Stockyards

TO

THE CITY OF JOPLIN
STATE OF MISSOURI

CERTIFICATE OF RECORD

STATE OF MISSOURI, } ss
County of Jasper }

I, Vesta Braham, Recorder of Deeds within and for the County aforesaid, do hereby certify that the above and foregoing instrument of writing was filed for record in my office on 16th November, 19 76, at 8 o'clock and 09 minutes A. M., and has been duly recorded in Book 1194, Page # 2525-2527

WITNESS my hand an official Seal.
Done at office this 18th day of November
19 76.

Vesta Braham
Recorder

By _____ Deputy

Exhibit C

SEWER EASEMENT

THIS INDENTURE, made the _____day of_____, 2020, by and between, **Molandco, Inc.**, a **Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, a Municipal Corporation*, of the County of Jasper in the State of Missouri, party of the second part (GRANTEE)

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part does hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

Permanent Sanitary Sewer Easement Description:

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 109.23 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.54 feet;
Thence N45°45'27"E a distance of 393.36 feet;

Thence N46°18'07"E a distance of 301.16 feet;
Thence N36°11'29"E a distance of 383.41 feet;
Thence N48°26'05"E a distance of 263.77 feet;
Thence N49°20'41"E a distance of 436.69 feet;
Thence N54°22'56"E a distance of 23.08 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 46.16 feet along said Line;
Thence S53°19'07"W a distance of 52.88 feet;
Thence S49°20'41"W a distance of 358.45 feet;
Thence S48°38'45"W a distance of 342.34 feet;
Thence S36°11'29"W a distance of 382.52 feet;
Thence S46°17'51"W a distance of 303.73 feet;
Thence S45°45'24"W a distance of 392.65 feet;
Thence S42°54'46"W a distance of 389.18 feet;
Thence S11°29'45"W a distance of 350.00 feet;
Thence S20°11'51"W a distance of 400.76 feet;
Thence S26°30'52"W a distance of 241.62 feet;
Thence S71°05'29"W a distance of 214.59 feet;
Thence S33°10'51"W a distance of 7.68 feet;
Thence S23°17'18"W a distance of 67.54 feet;
Thence S02°21'04"W a distance of 286.16 feet;
Thence N87°38'56"W a distance of 30.00 feet;
Thence N02°21'04"E a distance of 291.70 feet;
Thence N23°17'18"E a distance of 60.33 feet;
Thence N87°26'58"W a distance of 36.91 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 20.00 feet along said Line;
Thence S87°25'03"E a distance of 22.27 feet;
Thence N71°05'29"E a distance of 245.59 feet;
Thence N26°30'52"E a distance of 209.46 feet;
Thence N86°24'45"W a distance of 131.38 feet;
Thence N03°35'15"E a distance of 20.00 feet;
Thence S86°24'45"E a distance of 139.44 feet;
Thence N20°11'51"E a distance of 377.88 feet;
Thence N88°00'31"W a distance of 132.73 feet;
Thence N01°59'29"E a distance of 20.00 feet;
Thence S88°00'31"E a distance of 138.47 feet;
Thence N11°29'45"E a distance of 350.89 feet;
Thence N42°54'46"E a distance of 24.93 feet to the Point of Beginning.

Containing 2.74 Acres (119,508.2 Square Feet) more or less.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

_____ _____

C. Allyn Burt **Date**
Molandco, Inc.

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

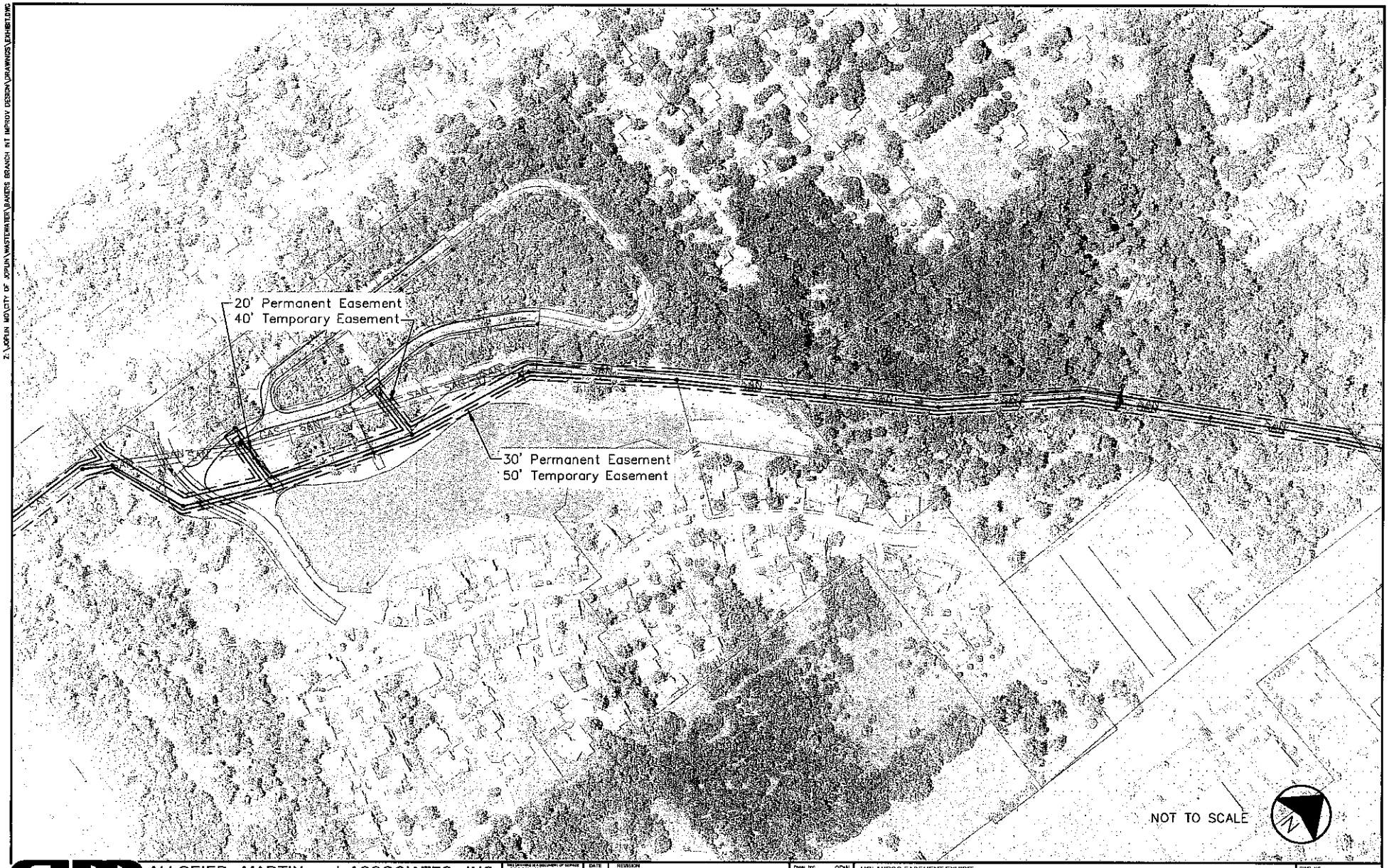
ACKNOWLEDGEMENT BY CORPORATION

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt**, of **Molandco, Inc.** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires _____, 20_____.

_____
Notary Public



Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\BAKERS BRANCH INT IMPROV DESIGN\DRAWINGS\EXHIBIT.DWG

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

CERTIFICATE OF AUTHORITY MISSOURI NO. 000417

DATE	REVISION

Dwn. BY: GDW
Ckd. BY: GDW
Appd. BY: GDW
DATE: 10/09/2020

MOLANDCO EASEMENT EXHIBIT
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS
JOPLIN, MISSOURI

DWG. NO.
EX1

Exhibit D

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____,2020, by and between **Molandco, Inc. a Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, Missouri, a Municipal Corporation*, party of the second part (GRANTEE),

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH, that the said party of the first part, in consideration of the sum of Ten Dollars ($10.00), to them paid by the said second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the City of Joplin, County of Jasper, State of Missouri, to wit:

TEMPORARY CONSTRUCTION EASEMENT

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 99.22 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.87 feet;
Thence N45°45'28"E a distance of 393.59 feet;
Thence N46°18'12"E a distance of 300.30 feet;
Thence N36°11'29"E a distance of 383.53 feet;
Thence N48°38'46"E a distance of 347.01 feet;
Thence N49°22'44"E a distance of 354.58 feet;
Thence N55°23'01"E a distance of 12.05 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 76.94 feet along said Line;

Thence S53°09'41"W a distance of 63.26 feet;
Thence S49°20'41"W a distance of 358.82 feet;
Thence S48°38'48"W a distance of 341.60 feet;
Thence S36°11'29"W a distance of 382.27 feet;
Thence S46°17'46"W a distance of 304.59 feet;
Thence S45°45'23"W a distance of 392.41 feet;
Thence S42°54'46"W a distance of 386.09 feet;
Thence S11°29'45"W a distance of 347.95 feet;
Thence S20°11'51"W a distance of 402.08 feet;
Thence S26°30'52"W a distance of 246.27 feet;
Thence S71°05'29"W a distance of 217.57 feet;
Thence S22°18'47"W a distance of 66.61 feet;
Thence S02°21'04"W a distance of 284.31 feet;
Thence N87°38'56"W a distance of 50.00 feet;
Thence N02°21'04"E a distance of 293.55 feet;
Thence N23°17'18"E a distance of 47.70 feet;
Thence N87°26'58"W a distance of 22.36 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 40.00 feet along said Line;
Thence S87°26'58"E a distance of 20.47 feet;
Thence N71°05'29"E a distance of 239.56 feet;
Thence N26°30'52"E a distance of 190.27 feet;
Thence N86°24'45"W a distance of 136.30 feet;
Thence N03°35'15"E a distance of 40.00 feet;
Thence S86°24'45"E a distance of 151.99 feet;
Thence N20°11'51"E a distance of 356.61 feet;
Thence N88°00'31"W a distance of 138.91 feet;
Thence N01°59'29"E a distance of 40.00 feet;
Thence S88°00'31"E a distance of 150.00 feet;
Thence N11°29'45"E a distance of 345.24 feet;
Thence N42°54'26"E a distance of 27.69 feet to the Point of Beginning.

Containing 4.56 Acres (202,065.1 Square Feet) more or less.

TO HAVE AND TO HOLD the same for the purpose of constructing a sanitary sewer according to the plans of the CITY OF JOPLIN or for the purposes above set out, together with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have executed the above day and year first above written.

_____ _____

C. Allyn Burt
Molandco, Inc.

Date

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

ACKNOWLEDGEMENT BY CORPORATION

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt, of Molandco, Inc.,** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as his free act and deed and for the consideration stated therein and no other.

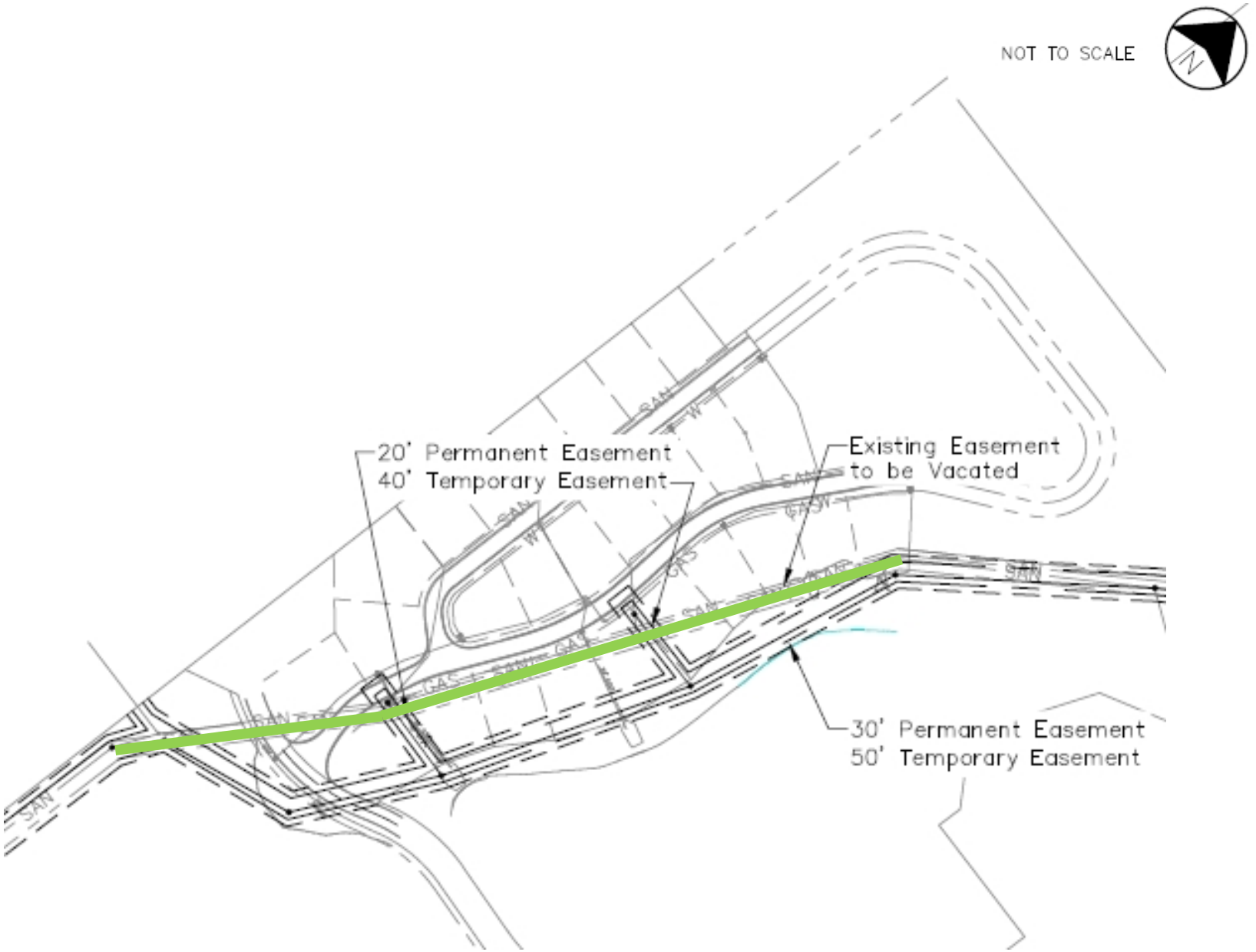
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires _____, 20____.

_____
Notary Public

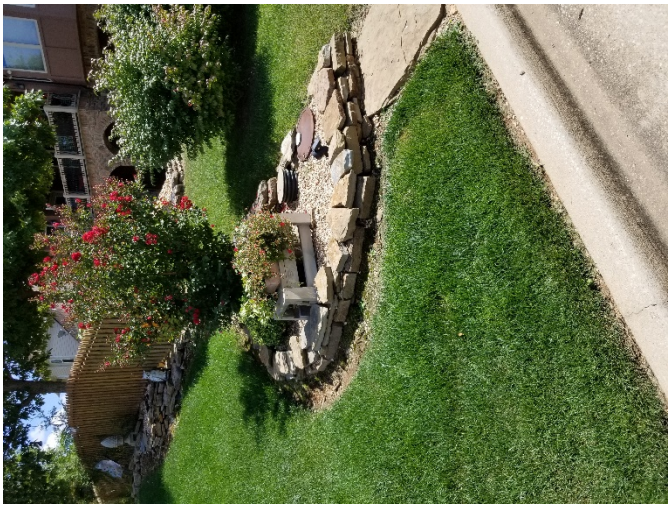
COUNCIL BILL – MOLANDCO AGREEMENT

LOCATION MAP SHOWING EXISTING VS. NEW EASEMENTS



Council Bill - Agreement for Sewer Relocation (Molandco, Inc.)
Exhibit Photos









COUNCIL BILL NO. 2020-170 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Molandco, Inc. owns certain real property located in Joplin, Missouri ("the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property; and,

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, Molandco, Inc. desires to relocate said sanitary sewer easement in order to develop the Property; and

WHEREAS, City and Molandco, Inc. agree to a 40/60 cost share for relocation of said sanitary sewer easement, with City's obligation estimated at $38,303.20 and Molandco, Inc.'s obligation estimated at $57,454.80.

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

Section 1. That the Agreement with Molandco, Inc. for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-171 – approving a construction agreement with D&E Plumbing and Heating Inc. for the Baker's Branch Interceptor Improvements Project.

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Exhibit Map; Bid Summary; Agreement; Council Bill

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 D&E Plumbing and Heating Inc., for the Baker's Branch Interceptor Improvements Project in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00)

BACKGROUND
The parallel sewer lines, built more than 50 years ago, serve the sanitary sewer needs for residents and businesses located generally between Florida Ave. & Newman Rd. and the Joplin-Webb City Industrial Park. The poor condition of the existing clay and concrete pipes allow inflow and infiltration to limit the level of service provided by the pipes. For these reasons, the 2019 Facilities Plan done by AMA, identified this project as a critical need, financed by the 2020-2024 rate study. City staff prioritized this project above others due to the residential construction taking place within the southern portion of the project area. CB 2020-105 directed AMA to design the improvements to replace the parallel sewer lines with about 3,700 feet of 27-inch pipe between Water's Edge Blvd. and Rangeline Rd. (see the Exhibit map). Discussions with the developer of the residential neighborhood through which the sewer easement crosses, resulted in a cost-sharing agreement for relocating the sewer easement. The project was advertised on August 16, 2020, and bids were opened on September 10, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 4 contractors; D&E Plumbing and Heating Inc. was confirmed to be the lowest bidder for the rerouted alignment. The low bid was below the Engineer's estimate. Public Works intends to provide construction inspection and administration.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends approval of this Council Bill as a non-emergency ordinance.

BID SUMMARY

PROJECT: Bakers Branch Interceptor Improvements

DATE OF BID OPENING: September 10 , 2020 @ 10:00 am

CONTRACTOR	ALTERNATE BID
Bennett Inc.	$1,530,468.00
D&E Plumbing and Heating Inc.	$853,645.00
Jeff Asbell Excavating and Trucking	$1,384,892.72
Rosetta Construction Inc.	$858,765.00
Engineer's Estimate	$896,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: D & E Plumbing and Heating, Inc. Address: 1112 N. Falcon Crest Court Nixa, MO 65714	
Attention:		Attention: Steve Eoff, President	
Department:		Phone: 417-725-5300	Fax: 417-725-5610
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

BAKERS BRANCH INTERCEPTOR IMPROVEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 DOLLARS ($853,645.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Anti-Collusion Affidavit
k. Notice of Award
l. Notice to Proceed

m. Performance Bond
n. Payment Bond
o. General Conditions of Contract
p. Supplemental General Conditions
q. Statement of Bidder's Qualifications
r. All Addenda

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 Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 DOLLARS ($853,645.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

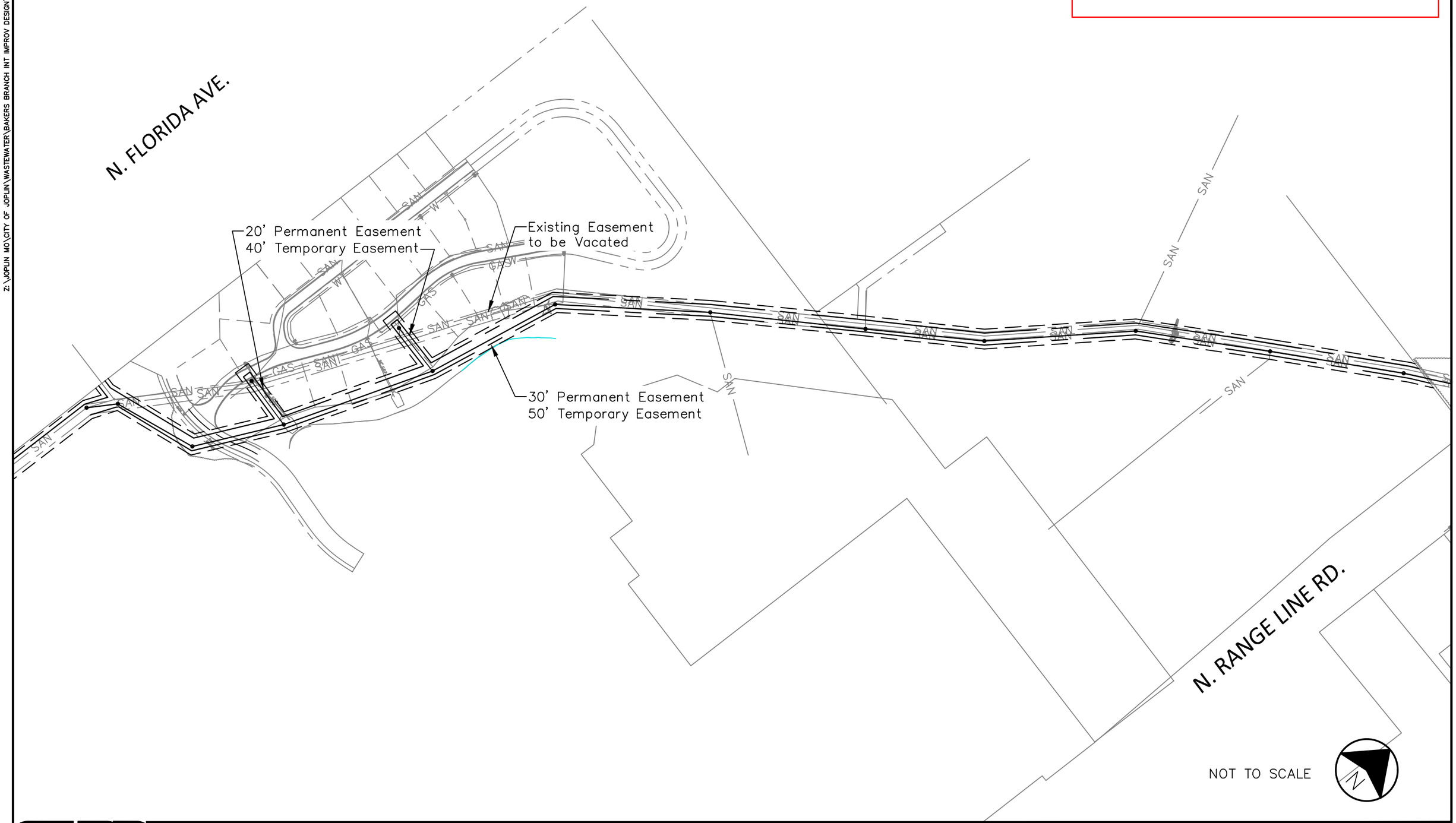
CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\BAKERS BRANCH INT IMPROV DESIGN\DRAWINGS\EXHIBIT.DWG

EXHIBIT MAP
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS PROJECT



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

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

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	GDW
CKD. BY:	GDW
APPD. BY:	GDW
DATE :	10/09/2020

MOLANDCO EASEMENT EXHIBIT
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS
JOPLIN, MISSOURI

DWG. NO. EX1

COUNCIL BILL NO. 2020-171 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00) for construction of the Baker's Branch Interceptor Improvement 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 said agreement by and between the City of Joplin and D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-171

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2020-172 - Amendment 1 to Work Authorization for the Glendale Parallel Interceptor Improvements Project

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
Exhibit Maps (2); CB 2020-172 Ordinance; Amendment 1 to Work Authorization OLS-OC20-04-P1

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 an amendment to a work authorization with Olsson, Inc. for the Glendale Parallel Interceptor Improvements Project in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00)

BACKGROUND
On June 15, 2020, Council approved a work authorization with Olsson to design the replacement improvements for the lower end of the parallel piping system, stretching between the City's equalization basins south of Freeman hospital and Indiana Ave. The entire parallel system was identified in the 2020 Facilities Plan to be replaced between 2020 and 2025. During the pandemic shutdown earlier this year, City staff prioritized the lower portion of the system in anticipation of federal stimulus dollars becoming available. At that time, the remainder of the parallel piping system was expected to be scheduled some time prior to the year 2025. Concurrently, the City is in the process of designing the widening of Connecticut Ave., between 32nd Street and the bridge over I-44. Now, the uppermost reaches of the Glendale Parallel sewer system cross Connecticut Ave. at 34th Street, and will be affected by the street widening project. For this reason, City staff have identified the need to proceed now with the design of the replacement sewer work, to be incorporated into the street widening construction contract, or bid out separately prior to that work.

Because Olsson was already under contract to design the lower end of the Glendale Parallel trunk lines, they were selected to design the portion in the vicinity of Connecticut Ave; see the Exhibit map for reference. This work authorization amendment directs Olsson to prepare construction drawings and specifications for what will be called the Phase 2 portion of the parallel system. This phase will consolidate the parallel pipes under Connecticut and 34th Street into a single sewer main, thereby reducing future maintenance costs and inflow and infiltration sources. The consultant's fees are within industry standards for design and bidding services. Public Works

intends to provide construction inspection and management.

FUNDING SOURCE
FY 2020-21 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 702 S. Main Street Joplin, MO 64801	
Attention: Chris Parker		Attention: Clayton Cristy, PE	
Department: Public Works		Phone: 417.781.0643	Fax:
Phone: 417.624.0280	Fax:		

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER OLS-OC20-04-P1

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC20-04-P1 exceed the sum of Fifty Six Thousand Dollars ($ 56,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

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

Date: _____

Engineer: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy, PE

Title: Team Leader

Date: 11/4/2020

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Project Engineer

Date: 11/4/2020

SCOPE AND FEE
FOR PROFESSIONAL SERVICES

November 4, 2020

Chris Parker, P.E.
City of Joplin - Public Works
602 S. Main Street
Joplin, MO 64801

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Glendale Interceptor Improvements Phase 2; Joplin, Missouri

Dear Mr. Parker:

It is our understanding that City of Joplin ("Client") requests Olsson to perform the services described herein pursuant to the terms of a formal Agreement to be developed based on this Scope and Fee for Professional Services.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Approximately 2.3 miles of the Glendale Interceptor located between the Twin Equalization Basins and extending near the intersection of 34th St. and Finley Ave, will be replaced according to data from a recent Facility Plan completed by Allgeier, Martin and Associates. The improvements will be divided into two phases roughly splitting the project in half near the Freeman East Campus and Indiana. This scope of services only covers added Phase 2 from the midblock between Hawthorn and Norman Dr. to the upstream end of the interceptor east of the intersection of E34th St. and S. Finley Ave.

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

PHASE 100 - PROJECT MANAGEMENT AND COORDINATION

- Overall project management and meetings with internal team.
- Design coordination with Connecticut Widening Project.
- Attendance at 2 meetings with the client throughout the project.

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$3,700.00**.

PHASE 200 - SURVEY

TASK 201: TOPOGRAPHIC SURVEY DATA - $6,100

- Olsson will collect Topographic Survey data for the Glendale Interceptor Sewer Route, Phase 2. The Topographic Survey data will be the width of the existing easement. The Topographic Survey data shall depict all physical improvements

including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

TASK 202: RIGHT OF WAY SURVEY DATA - $4,500

- Olsson will collect right of way/ location data for Phase 2 of the Glendale Interceptor route, as well as determine enough boundary for each parcel along the route, to prepare descriptions. The Owner shall provide to Olsson any easement data available for Phase 2. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

For Phase 200, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,600.00**.

PHASE 210 – EASEMENT DESCRIPTION AND NEGOTIATIONS

TASK 211: EASEMENT DESCRIPTION AND NEGOTIATIONS - $10,000

- As necessary, Olsson will prepare easement exhibits and descriptions for temporary construction easements. Olsson shall provide a suitable staff to prepare and acquire easements. Work shall include coordination with appraisal firm(s), drafting and sending letters, and an initial and follow-up meeting with property owners. Olsson anticipates no more than 5 easements for the entire length of the project.

- Olsson cannot guarantee an agreement and/or easement signature acquired from every property owner along the selected route. If additional correspondence/meetings with property owners is necessary beyond what is detailed above, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services. Olsson shall contact the Client and acquire approval prior to performing any additional work.

For Phase 210, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,000.00**.

PHASE 300 - GRAVITY SANITARY SEWER CONSTRUCTION PLANS

- Develop sanitary sewer construction plans to replace portions of the Glendale Interceptor as described in the Facility Plan for Phase 2 only. Plans will assume branch line connections can connect at the same elevation as the existing system.

- Utilize the City's Standard Construction Agreement and Standard Construction Specifications developed for Phase 1.

- Submit 60% plans to the Owner for review. Any revisions after each milestone, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services.

For Phase 300, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$26,700.00**.

PHASE 400 – BIDDING PHASE SERVICES

Olsson shall assist the Owner during bidding by providing the following services.

- Attend Pre-Bid Meeting for Phase 2 of work.

- Answer any Bidder questions and provide addenda as required during advertisement period.

- Attend Bid Opening and provide the Owner with a Bid Tabulation of received bids.

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$5,000**.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

PHASE	NAME	FEE
100	PROJECT MANAGEMENT	$ 3,700
200	SURVEY	$ 10,600
210	ESMT. DESCRIPTION & NEGOTIATION	$ 10,000
300	GRAVITY SEWER CONSTRUCTION PLANS	$ 26,700
400	BIDDING PHASE SERVICES	$ 5,000
	TOTAL	**$ 56,000**

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Phase 2 Start Date:	Within 60 Days of NTP
Anticipated Phase 2 Plans Completion Date:	Within 120 Day of Start Date

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

ASSUMPTIONS

- Budgeted fees can be moved between tasks if funds are available after the completion of certain tasks.
- The following are not included in the above-mentioned Fees:
    - Fees for Title Search, Appraisals and Permitting.
    - Utility relocation plans (if necessary).
    - Preparation of SWPPP document.
    - Services not specifically listed are assumed to be excluded.



Date: 10/5/2020

1 " = 188 '

0 0.0175 0.035 0.07 mi

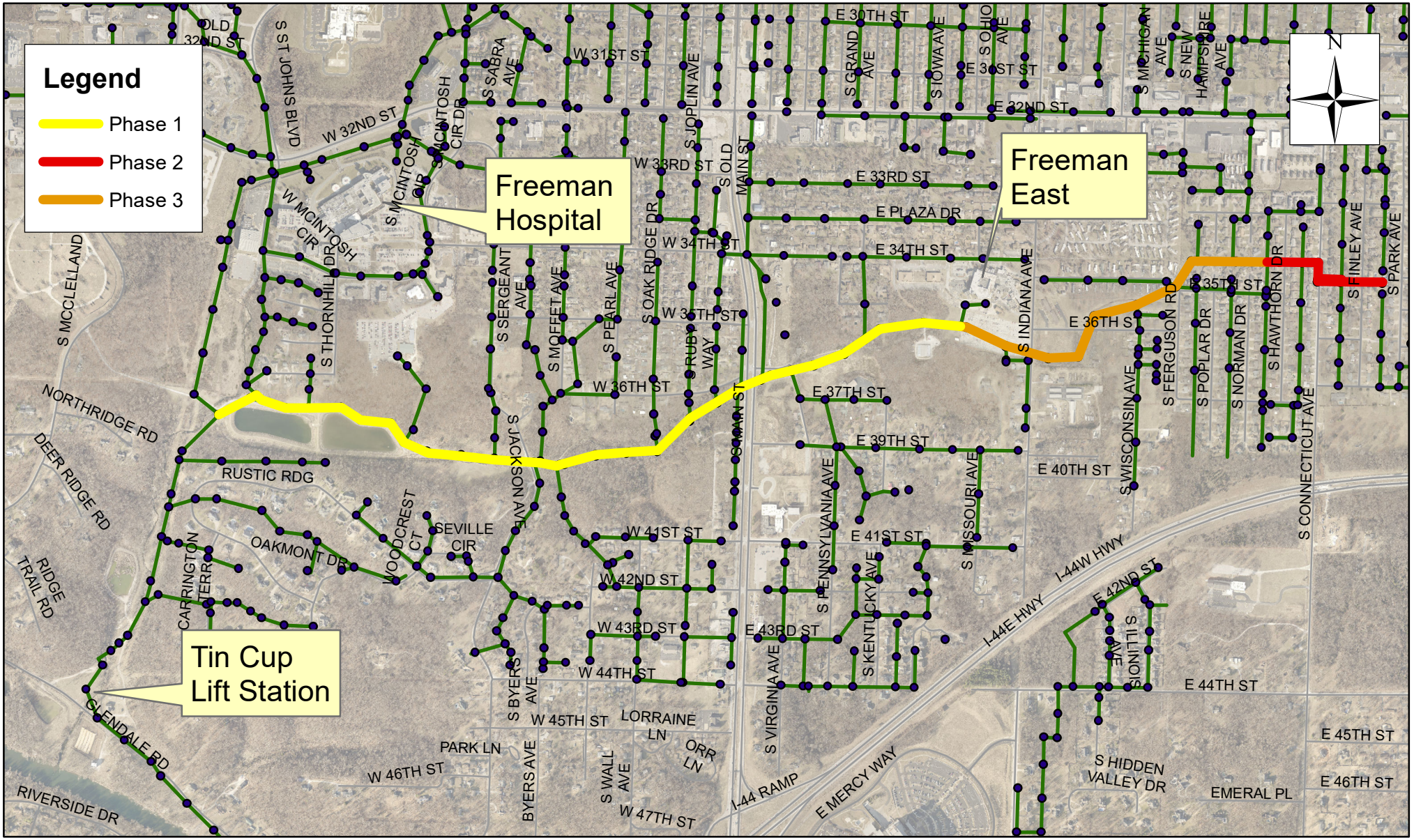
N

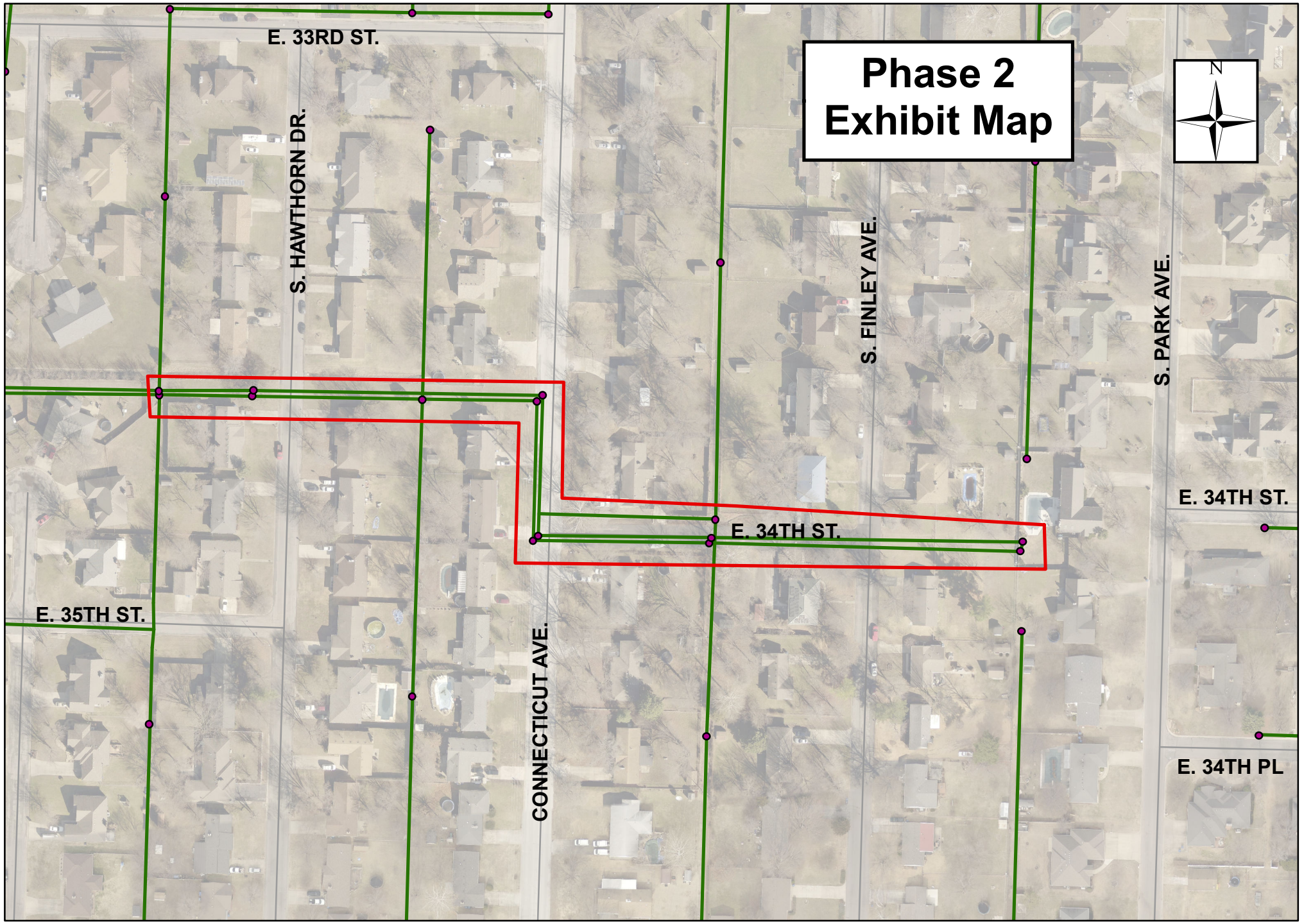
DUQ_Roads
Joplin City Limits
Addresses
Jasper Parcels
Newton Parcels
Joplin Streets
Manholes
JoplinSewer
GRAVITY
PRESSURE

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.

Glendale Parallel Interceptor Replacement (All Phases)




Phase 2
Exhibit Map
N
E. 33RD ST.
S. HAWTHORN DR.
S. FINLEY AVE.
S. PARK AVE.
E. 34TH ST.
E. 34TH ST.
E. 35TH ST.
CONNECTICUT AVE.
E. 34TH PL

COUNCIL BILL NO. 2020-172 **ORDINANCE NO**

AN ORDINANCE approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements 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 said amendment to work authorization by and between the City of Joplin and Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00), a true and accurate copy of said amendment to work authorization being attached hereto; 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 work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization amendment, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Maintenance Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-172

I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for in the referenced Work Authorization amendment.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-173 – approving an Occupancy License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

MEETING DATE
November 16, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Agreement, CB2020-173

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

SUMMARY
This Council Bill approves the execution of an occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of an underground storm sewer pipeline parallelism related to the 10th and Main Stormwater project (TS0601) across railroad right-of-way; establishing certain obligations for the continuation of the occupancy.

BACKGROUND
A 100-foot run of 5' X 6.5' Reinforced Concrete Box (RCB) runs along the west side of Main street and south of 10th street. This section of the storm sewer dates back to the 1930s and serves a dual purpose in acting as a section of sidewalk on the west side of Main street for pedestrians. Heavy rains experienced during the course of its lifetime, coupled with the natural process of deterioration of the box due to its age, has contributed to the failure of this section of the storm sewer system. Currently, the top of the box has collapsed at various points, necessitating the installation of steel plates as a temporary stop gap measure until the box itself can be replaced in its entirety. Identifying the public safety risk posed by the deteriorated condition of the box (including the sidewalk) City staff developed design plans in-house for the replacement of the box culvert. During the design phase, staff explored the opportunity to improve the hydraulics of the storm sewer conveyance system and improve its capacity and efficiency. In order to achieve this, City staff worked with MNA railroad and successfully reached an agreement which would allow for the extension of an existing 72" RCP storm sewer system and the re-alignment and enclosure of the storm channel in railroad right-of-way. This agreement allows for the installation of the improvements as well as the continued occupancy by the City with these improvements within railroad right-of-way. As part of this agreement City staff were able to successfully negotiate with MNA the waiving of the annual fee, agreement processing fee, engineering review fee and contractor right of entry fee normally associated with the Occupancy agreement application.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First reading and moving it to Second and Third reading.

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 2020, by and between **Missouri & Northern Arkansas Railroad Company, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224**, and **City of Joplin (**"LICENSEE"), whose address is **303 East Third Street, Joplin, MO 64802-1355.**

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

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

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

Section 1. LOCATION/DESCRIPTION.

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

A. ( ) above ground (X) below ground

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

( ) communications wireline ( ) power wireline

located at or near Mile Post **545.68, WEB CITY Subdivision, Latitude: 37.07995, Longitude: -94.14181,** at or near **JOPLIN**, County of **JASPER**, State of **MO**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground culvert – 177.92 linear foot parallelism including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power **("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

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

Section 2. USE/PURPOSE/OWNERSHIP.

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

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

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **$0.** LICENSEE shall also submit a **one-time agreement processing fee** of **$0, engineering review fee** of **$0** and a **contractor right of entry fee** of **$0,** which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as

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

Section 4. TERM/TERMINATION.

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

Section 5. INDEMNITY/LIABILITY.

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

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

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

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

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

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

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

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

Section 10. NOTIFICATION.

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

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

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

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

Section 13. RESERVED.

Section 14. INSURANCE.

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

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

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

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

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

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

Section 19. RESERVED.

Section 20. RESERVED.

Section 21. RESERVED.

Section 22. LEGAL NOTICES.

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

LICENSEE:
City of Joplin
303 East Third Street
Joplin, MO 64802-1355
Attention: Legal

LICENSOR:
Missouri & Northern Arkansas Railroad Company, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 270
Jacksonville, FL 32224

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

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

Section 23. SPECIAL PROVISIONS.

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

Section 24. PRIOR AGREEMENTS.

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

Section 25. APPLICABLE LAW.

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

Section 26. INTERPRETATION/SEVERABILITY.

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

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

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

Section 28. COUNTERPARTS.

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

(Signature Page Follows)

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____2020.

LICENSOR

Missouri & Northern Arkansas Railroad Company, Inc.

By: _____

Name:

Its:

LICENSEE

City of Joplin

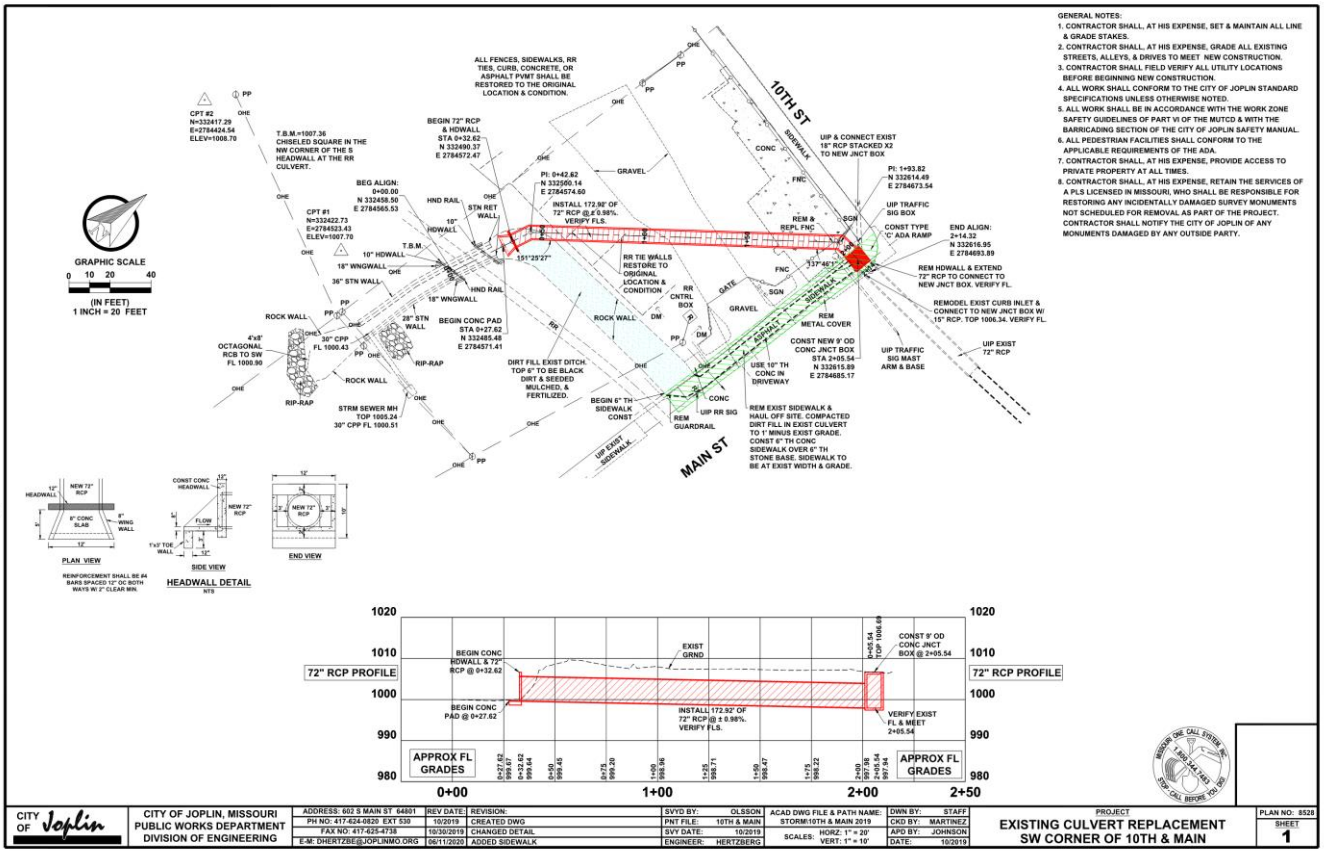
By: _____

Name:

Its:

EXHIBIT A

LICENSEE'S FACILITIES



CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 539 FAX NO: 417-625-4738 E-M: DHERTZBE@JOPLINMO.ORG	REV DATE: 10/2019 10/30/2019 06/11/2020	REVISION: CREATED DWG CHANGED DETAIL ADDED SIDEWALK	SVYD BY: OLSSON PNT FILE: 10TH & MAIN SVY DATE: 10/2019 ENGINEER: HERTZBERG	ACAD DWG FILE & PATH NAME: STORM\10TH & MAIN 2019 SCALES: HORZ: 1" = 20' VERT: 1" = 10'	DWN BY: STAFF CKD BY: MARTINEZ APD BY: JOHNSON DATE: 10/2019	PROJECT EXISTING CULVERT REPLACEMENT SW CORNER OF 10TH & MAIN	PLAN NO: 8528 SHEET 1

EXHIBIT B

SURVEY

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

(b) The following general insurance requirements shall apply:

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

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

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

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

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

Missouri & Northern Arkansas Railroad Company, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

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

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

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

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

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

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

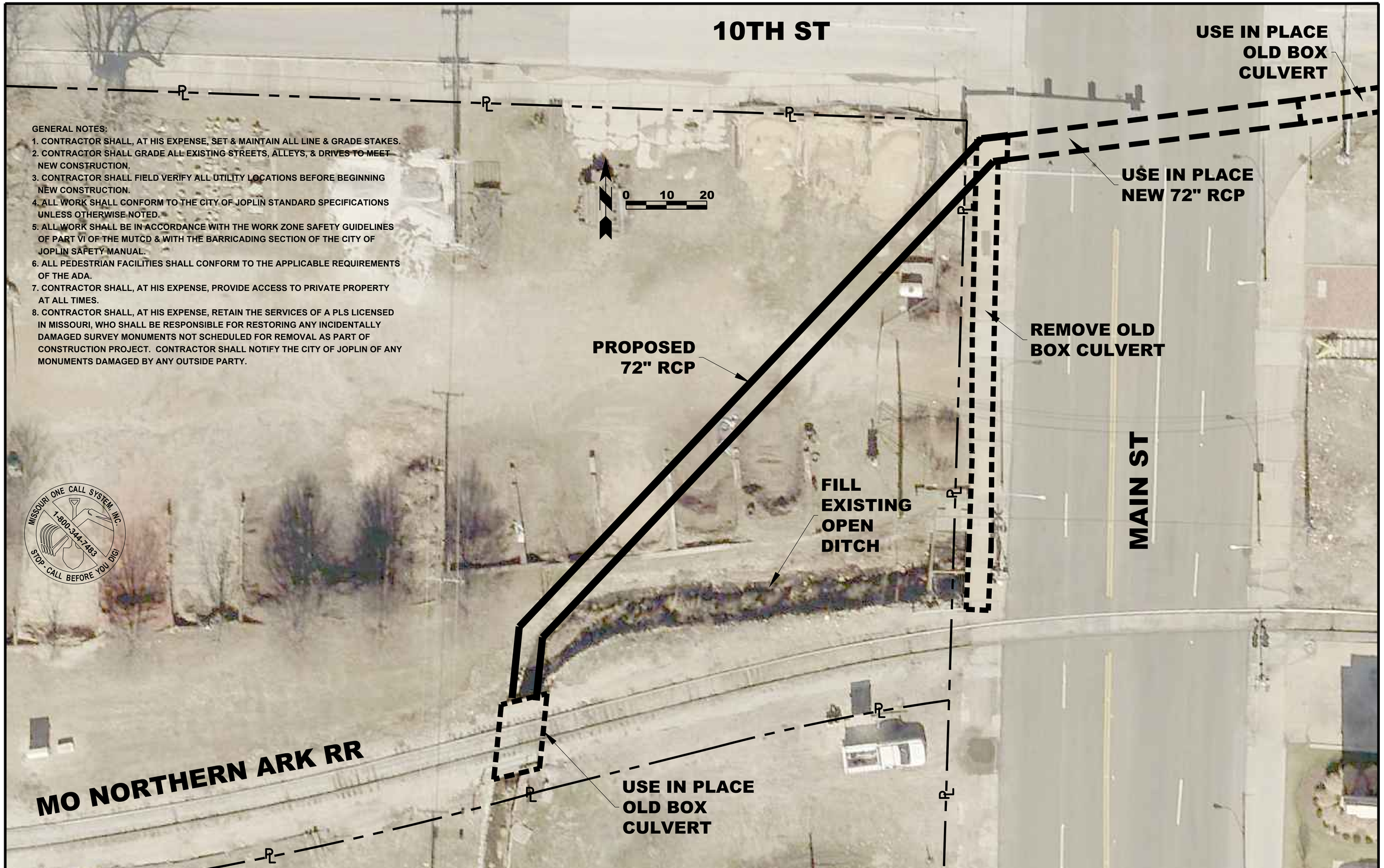
(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

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

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

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

10TH ST STORM SEWER OCCUPANCY AGREEMENT



GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONSTRUCTION.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONSTRUCTION.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONSTRUCTION PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 1-417-624-0820 EXT 530 FAX NO: 1-417-625-4738 E-M: DHERTZBE@JOPLINMO.ORG	REV DATE:	REVISION:	SVYD BY: N/A PG/BK: 00/000 SVY DATE: 00/0000 ENGINEER: HERTZBERG	ACAD DWG FILE & PATH NAME: STORM \ 10TH 2019 CONCEPT SCALES: HORZ: 1" = 10' VERT: 1" = N/A	DWN BY: STAFF CKD BY: MARTINEZ APD BY: JOHNSON DATE: 4/2019	PROJECT CONCEPTUAL DWG OF STORM SEWER AT THE SW CORNER OF 10TH & MAIN	PLAN NO: 0000 SHEET 1

COUNCIL BILL NO. 2020-173 **ORDINANCE NO**

AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 10th and Main Stormwater Project (TS0601) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-175 - Construction Agreement for Mill and Overlay 2021

MEETING DATE
November 16, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2020-175 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 Hutchens Construction Company LLC an Emery Sapp & Sons Company for the milling and overlaying of streets in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92).

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 milling and asphalt overlay. Much of the 2021 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.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Two construction companies submitted bids (see attached Bid Tabulation), that were opened on November 3, 2020. Hutchens Construction Company LLC an Emery Sapp & Sons Company was the low bidder. The base bid and alternates bid were lower than the engineer's estimate. City staff evaluated the bids and chose to award the base bid and alternates to the contractor. City staff will provide construction inspection services.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget; Transportation Sales Tax Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

BID TABULATION

PROJECT: Mill and Overlay 2021

DATE OF BID OPENING: November 3, 2020

CONTRACTOR	BID
Hutchens Construction Company LLC an Emery Sapp & Sons Company– Base Bid	$1,171,098.26
Blevins Asphalt – Base Bid	$1,310,586.82
Engineer's Estimate – Base Bid	$1,445,000.00
Hutchens Construction Company LLC an Emery Sapp & Sons Company– Alternates	$55,999.66
Blevins Asphalt – Alternates	$73,862.84
Engineer's Estimate – Alternates	$66,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND HUTCHENS CONSTRUCTION COMPANY LLC AN EMERY SAPP AND SONS COMPANY

<table>
<tr><th colspan="2">CITY</th><th colspan="2">CONTRACTOR</th></tr>
<tr><td colspan="2" rowspan="2">CITY OF JOPLIN
602 S. MAIN STREET
JOPLIN, MO 64801</td><td colspan="2">Name: Hutchens Construction Company LLC an Emery Sapp & Sons Company</td></tr>
<tr><td colspan="2">Address: 1007 Main Street
Cassville, MO 65625</td></tr>
<tr><td colspan="2">Attention: Dakota Rusk</td><td colspan="2">Attention:</td></tr>
<tr><td colspan="2">Department: Public Works - Engineering</td><td>Phone:</td><td>Fax:</td></tr>
<tr><td>Phone: (417) 624-0820 ext. 598</td><td>Fax: (417) 625-4738</td><td colspan="2">Mill and Overlay 2021</td></tr>
</table>

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Joplin Street Mill and Overlay 2021

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, 2021, with a date to proceed on March 1, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and 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 and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and 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 and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and 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 and 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, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) 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, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $2,500.00 per day for each and every calendar day and $500.00 for every day in excess of 3 calendar days between milling and paving that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions

f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

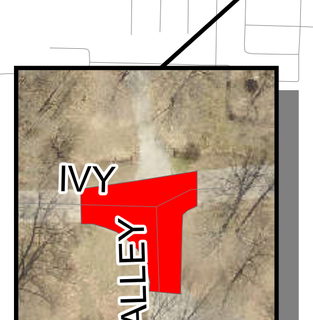
David Hertzberg, Public Works Director

2021 Mill and Overlay

Legend

- Overlay
- Overlay Alternates
- Arterial & Collector Streets





N
W
E
S
0 750 1,500 3,000 4,500 6,000
Feet

COUNCIL BILL NO. 2020-175 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) for the Mill and Overlay 2021 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 Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached 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, appropriations having been approved in the 2020-2021 city budget.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-175

I hereby certify that a sufficient amount is available in 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
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2020-407 – 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;
November 16, 2020

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

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2020 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 B20MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2020 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
CB 2020-407, Coordinated Entry Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2020 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2020 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 2020 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_____, 2020 and end on the 31st day of December of 2021.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-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 _____, 2020

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:

_____

COUNCIL BILL NO. 2020-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2020 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 2020 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-408 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
November 16, 2020

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2020 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 B20MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2020 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2020-408; CB 2020-408 Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2020 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2020 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 2020 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_____, 2020 and end on the 31st day of December of 2021.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-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 _____, 2020

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. 2020-408 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2020 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 2020 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2020-612. This Council Bill approves the agreement between Stealth Creative, LLC and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2023 fiscal year.

MEETING DATE:

Monday, November 16, 2020.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

A portion of the CVB's annual budget is dedicated for the placement of advertising, in both print and digital formats, to promote VisitJoplinMo.com and Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential tour and meeting planners whose events are a good match for Joplin.

BACKGROUND:

As a media buyer, Stealth Creative, LLC would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. Strategic planning, monitoring performance and market research are also part of the performance measures. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Following reviews of each bid package the CVB staff determined which presenters to conduct a Zoom meeting with to learn more of the marketing strategy and how compatible they fit. Four were selected. Each of these agencies were given the same set of questions and allowed 40-minutes to present, followed by 2-way Q&A. Following this process, Stealth Creative LLC was selected. CVB staff felt this relationship (local interest & creative support) would best serve the objective of promoting Joplin through the best means and market influence, to achieve the best ROI for the tourism dollars spent. Seven agencies in total bid on this service.

FUNDING SOURCE:

Advertising and Promotions is a dedicated portion of the CVB's annual budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends Council pass this bill on first reading.

ATTACHMENTS:

Council Bill No. 2020-612
Media Buyer Agreement
Bid selection forms
RFP-2020-05

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2020-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: July 17, 2020 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** July 9, 2020, Noon

OPENED BY: Patrick Tuttle **WITNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER / WEBSITE	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
1	**Fullmoon Digital, Inc.** 1518 River Wood Ct Simi Valley, CA 93063	July 6, 2020	Derek Chew derek@fullmoondigital.com	818.646.7007 https://fullmoondigital.com		N/A Hourly
	EXAMPLE: Rates were confusing and too high. Not selcted for interview. No tourism references.					
2	**Bandwagon** 612 Gravier Street New Orleans, LA 70130	July 6, 2020	Cory Cart, APR cory@yourbandwagon.com	504.635.3800 x110 https://yourbandwagon.com/		11%
	EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Requires CVB to use their marketing research platform. Focused was on tourism but felt CVB would lose creative control.					
3	**Lundmark** 2345 Grand Blvd. Kansas City, MO 64108	July 6, 2020	Russel Sypowicz russell@lundmarkadv.com	816.842.5236 https://lundmarkadvertising.com/		12.50%
	EXAMPLE: Percentage was too high. Not selcted for interview.					
4	**Techint Labs** 900 Bannock Street Denver, CO 80202	July 8, 2020	Adam Lee adam@techintlabs	303.594.4288 https://www.techintlabs.com/		12%
	EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Creative fun group. After initial visit to Joplin all support would be through long-distance relationship. No DMO experience, but high-end on the attraction interest.					
5	**Elasticity** 1008 Locust Street, Ste 300 St Louis, MO 63101	July 9, 2020	Emily Brown meg@goelastic.com	404.643.7875 https://goelastic.com/		10%
	EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate did NOT include travel expenses. Used COJ images in presentation, not CVB. Presentation was not locally focused.					

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2020-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: July 17, 2020 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** July 9, 2020, Noon

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER / WEBSITE	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
6	**Stealth Creative** 1027 S. Main Street, Ste 501 Joplin, MO 64801	July 9, 2020	Cameo Harrington charrington@stealthcreative.com	417.626.0101 http://stealthcreative.com/		12%
	EXAMPLE: Selected for Zoom interview. Rate DID include hourly rate for strategy, research and monitoring performance related meetings. NO travel expenses (Joplin-based office). Understands the Joplin regional market. 8-year history of working together (formerly Choice Marketing).					
7	**Madden Media** 345 East Toole Ave. Tucson, AZ 85701	July 9, 2020	Kim Thompson kthompson@maddenmedia.com	816.873.1276 https://maddenmedia.com/		35%
	EXAMPLE: Percentage was too high. Not selcted for interview.					
8						
	EXAMPLE:					
9						
	EXAMPLE:					
10						
	EXAMPLE:					

CONVENTION AND VISITORS BUREAU

MEDIA BUYER 2021-2023

FINAL SCORING

September 22, 2020

VENDOR	SCORE	SCORE	SCORE		TOTAL SCORE	OVERALL SCORE AVG.
Bandwagon	36	35	31		102	34.00
Techint Labs	26	38	31		95	31.67
Elasticity	32	37	20		89	29.67
Stealth Creative	39	33	39		111	37.00



REQUEST FOR BID PROPOSAL PACKAGE

#2020-RFP-05

for

JOPLIN CVB
PRINT & DIGITAL MEDIA BUYER

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Thursday, July 09, 2020 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

Print and Digital Media Buyer for Tourism Marketing
for the Joplin Convention & Visitors Bureau
annual marketing strategy (FY2021-2023).

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again later. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Wednesday, June 10, 2020

JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

Project Description:

Joplin Convention & Visitors Bureau (JCVB) is seeking a Print and Digital Media BUYER to develop a print and digital media strategy for reaching the travel industry segments of Travel & Leisure, Group Travel, Religious Meetings and Small Meetings for the fiscal years 2021 through 2023, which run November thru October.

The JCVB Print and Digital Media Strategy will be for National and Regional marketing of Joplin, Missouri as a destination. Projected annual print and digital media budget over the life of this agreement is $100,000(+/-) per year.

To assure timeliness in meeting deadlines, the Print and Digital Media Strategy must include, but is not limited to, publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size and campaign/theme. JCVB will have final approval on the Plan's rates, placement and content.

BUYER will place and track ad fulfillment, plus provide invoice auditing, reconciliation and payment.

BUYER will manage advanced marketing on social media accounts (boosting, placing and targeting), to include confines of the State Grant agreements.

BUYER will provide social media, SEO and SEM strategy and analytics.

BUYER will manage the media strategy through to the final insertion.

JCVB will have a series of ads designed within a campaign theme. Our designer will need proper time to prepare the artwork to meet each publication's specifications. BUYER will develop a production timeline.

Invoicing between BUYER and JCVB must be made separately for each purchase during the month of publication. Invoice must clearly show ad cost and buyers percentage. For placement verification a tear-sheet must accompany invoice.

BUYER will also negotiate added value and editorial packages.

Pricing Scenario

Please complete and include this price sheet with your sealed bid.

Price per ad _____% (percentage of each ad placement)

Agency name: _____

Proposal Requests (50 point selection):

Please submit the following:

1. Buyer's percentage on placement or hourly rate, as applicable (20 points)
2. Buyer's experience within the travel industry (10 points)
3. Buyer's experience with digital marketing (10 points)
4. References from within the travel industry (5 points)
5. Buyer's strength in tourism market research and analytics (5 points)

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to CONTRACT the following service:

JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

MARK BID ENVELOPES: "BID 2020-RFP-05, JOPLIN CONVENTION & VISITOR'S BUREAU PRINT & DIGITAL MEDIA BUYER, BY NOON, THURSDAY, JULY 09, 2020"

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phone 417.625.4789.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2020 by and between the City of Joplin, Missouri (hereinafter "City"), and Stealth Agency, LLC, a Missouri Limited Liability Company, d/b/a Stealth Creative (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City's Convention and Visitors Bureau; and

WHEREAS, Contractor desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is effective from October 19, 2020 through October 18, 2023, unless terminated as provided herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services: Request for Bid Proposal Package #2020-RFP-05 for Joplin CVB Print & Digital Media Buyer, attached hereto and incorporated by reference as Exhibit A. Contractor's bid is also attached hereto and incorporated by reference as Exhibit B.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing services as follows: Approved print purchases will be charged to the client to yield 12% commission to Contractor and digital and/or social media will be charged to client to yield a 20% commission to Contractor. For example, if the net print media buy is $1,000, Contractor shall be paid a fee of $136.36. No expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by City, unless approved by City in writing. Contractor will submit a monthly invoice that City shall pay within thirty (30) days of receipt.

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, or the United States District Court for the Western District of 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

18. 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.

19. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

20. 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.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR CONTRACTOR

BY: _____
By:
Its: authorized signatory

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

COUNCIL BILL NO. 2020-612 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; 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, MISSOURI, as follows:

Section 1. That the Agreement governing cooperation between the Stealth Creative, LLC and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-012 – authorizing the City of Joplin to approve an Employment Agreement by and between the City of Joplin and Charles Lonardo for the purpose of employment as an Associate Municipal Judge for the City of Joplin.

MEETING DATE
December 7, 2020

REVIEWED BY
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nicholas Edwards, City Manager.

SUMMARY

This Council Bill authorizes the City of Joplin to enter into an Employment Agreement with Charles Lonardo for the purpose of employing him as an Associate Municipal Judge for the City of Joplin.

BACKGROUND

The Council approved in its 2020-21 Budget, a part-time position for an Associate Municipal Judge. The position will be paid $6,000.00 annually, and the Associate Judge will be an independent contractor. The appointment of this Judge will give the Court a new judge to assign cases to in the event a change of judge is requested or needed and will eliminate monthly trips by Staff to Carthage, Missouri, where the Jasper County Associate Circuit Judge handles the change of judge cases. Charles Lonardo possesses all of the qualifications of a Municipal Judge and has been endorsed by Municipal Judge, John Podleski.

RECOMMENDATION
Staff recommends this Council Bill be passed on an Emergency basis.

ATTACHMENTS
Council Bill 2020-012
Exhibit “A” – Employment Agreement

COUNCIL BILL NO. 2020-012 ORDINANCE NO.

AN ORDINANCE employing Charles Lonardo as an Associate Municipal Judge for the City of Joplin and approving an Agreement with Charles Lonardo for Municipal Judge services; 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 Charles Lonardo, possessed of all necessary qualifications for the office, be, and hereby is, employed as an Associate Municipal Judge for the City of Joplin.

Section 2. That the Agreement by and between the City of Joplin, Missouri, and Charles Lonardo, employing Mr. Lonardo as an Associate Municipal Judge for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 3. 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 4. 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 _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, Missouri, a municipal corporation, hereinafter called the "City", and Charles Lonardo, hereinafter called "Lonardo" or "Associate Judge".

W I T N E S S E T H :

WHEREAS, it is the desire of the City Council and the Municipal Judge to secure and retain the services of the Associate Municipal Judge on a part-time contractual basis; and,

WHEREAS, City finds Lonardo qualified to serve as Associate Municipal Judge as provided by Section 9.02 of the Home Rule Charter of the City of Joplin; and,

WHEREAS, City desires to contract with Lonardo to perform part-time services as Associate Municipal Judge of the City of Joplin; and,

WHEREAS, Lonardo desires to contract with the City of Joplin as part-time Associate Municipal Judge of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Duties. City agrees to employ Lonardo as Associate Municipal Judge of the Municipal Court of the City of Joplin, Missouri, to perform the functions and duties of the office of Associate Municipal Judge as set forth by law, ordinance, and the City Charter, and to perform such other legally permissible and proper duties and functions as the Municipal Judge shall from time-to-time assign to the Associate Municipal Judge. The Associate Municipal Judge shall be appointed in accordance with Section 42-52 of

the Joplin City Code. The Associate Municipal Judge shall act at such times as requested by the Municipal Judge, or when the Municipal Judge is absent or unable to serve in his official capacity.

2. Term.

(a) The parties recognize and agree that Lonardo is hired as Associate Municipal Judge for a term of one (1) year. Thereafter, the services of Lonardo as Associate Municipal Judge shall continue for successive one (1) year terms, renewed automatically, in exchange for the compensation herein described and upon the terms and conditions of this Agreement, contingent upon the annual budgeting of funds by the Council of the City, unless modified or amended by both City and Lonardo in writing, or unless this Agreement is terminated pursuant to Section 8. herein.

(b) Either party may terminate this Agreement pursuant to Section 8. herein.

3. Compensation. The City agrees to pay Associate Municipal Judge for his services rendered pursuant hereto a monthly salary of Five Hundred Dollars ($500.00) per month, payable in installments at the same time as other employees of the City are paid; provided further, if the employment of Lonardo as Associate Municipal Judge shall be terminated at any time pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, or to Section 8. of this Agreement, or if Lonardo shall be unable to perform his duties because of death or incapacity, or if Lonardo shall voluntarily resign at any time from his position with the City, then in such event Lonardo shall be entitled only to that portion of his annual base salary as shall be due upon the effective date of his death, incapacity, removal, or resignation. The parties hereto further understand and

agree that Lonardo is currently contracted to serve as Associate Municipal Judge and that the salary contemplated hereunder shall be effective as of the 7th day of December, 2020. At the time of this Agreement, Lonardo anticipates performing his duties one to two days each month and while the Municipal Judge takes any vacation or is otherwise unavailable. As an independent contractor, Lonardo is not eligible for benefits through the City.

4. Hours of Work. It is recognized that the Associate Municipal Judge is a part-time contractual employee of the City and he shall devote adequate time to the duties of his office so that he shall fulfill the requirements of the job in a professional and workmanlike manner.

5. Continuing Legal Education. City agrees that the Associate Municipal Judge may attend continuing legal education (CLE) training programs and related programs for Associate Municipal Judges as provided in the yearly Budget.

6. Other Terms and Conditions of Employment. 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 the Associate Municipal Judge, 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, or any other law.

7. Limitations – State and Federal Law. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made by the City are subject to any valid limitation placed thereon

by the Constitutions of the United States of America or State of Missouri, and all statutes, laws, or judicial decisions of the State of Missouri and the United States of America.

8. Termination.

(a) The City Council of the City of Joplin, Missouri, may terminate this Agreement pursuant to Section 9.02 of the Home Rule Charter of the City of Joplin, Missouri, and remove Lonardo from office at any time for cause by a two-thirds (2/3rds) vote of the Council after a hearing before the Council;

(b) After the expiration of the initial one (1) year term, or any renewal terms, either party may terminate this Agreement, without cause, upon written notice of the intent to terminate given at least sixty (60) days prior to the expiration of any one-year (1) term;

(c) Lonardo may voluntarily resign his position as Associate Municipal Judge at any time by giving at least sixty (60) days' notice.

9. Non-Delegation. This Agreement shall be binding upon and inure to the benefit of the personal representatives and heirs of the Associate Municipal Judge; provided however, this is an agreement for personal services, and the duties required of Lonardo shall not be assigned or delegated except as provided in Section 6. of this Agreement, or as otherwise required by law.

10. 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.

11. Entire Agreement. This Agreement 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.

12. Waiver or Breach. 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. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

13. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

14. 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.

15. Choice of Law. 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, or the United States District Court for the Western District of Missouri.

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 Barbara Gollhofer, City Clerk, and Associate Municipal Judge Charles Lonardo, has signed and executed this Agreement, in duplicate, the day and year first above written.

ASSOCIATE MUNICIPAL JUDGE

By: _____
Charles J. Lonardo

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-177: Operating Assistance Grant Agreement.

MEETING DATE
December 7, 2020

ORIGINATING DEPARTMENT
Public Works - Operations

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

ATTACHMENTS
Council Bill No. 2020-177; Agreement from Missouri Highways and Transportation Commission.

SUMMARY
Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for State funds of Eleven Thousand Three Hundred Sixty-Three Dollars and No/100 ($11,363.00) to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

BACKGROUND
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

DISCUSSION
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $11,363.00 in grant funds during the period of July 1, 2020 to June 30, 2021.

RECOMMENDATION
City staff recommends approval of Council Bill 2020-177 to accept a MODOT Grant and be approved on an emergency basis per Section 2.12 (4) of the Joplin City Charter.

COUNCIL BILL NO. 2020-177 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of Eleven Thousand Three Hundred Sixty-Three Dollars and No/100 ($11,363.00) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley.

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 the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____

ATTEST: Ryan Stanley, Mayor

_____

Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 03/17 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of **eleven thousand three hundred sixty-three dollars ($11,363) during the period from July 1, 2020 to June 30, 2021.**

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any

subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief

engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, 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, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

DRAFT

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this _____(date).

Executed by the Commission this _____(date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

CITY OF JOPLIN

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

DRAFT

CLOSING DATE:	6-Nov-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	123 S. Oak Ave

COMPANY	BIDS
B & D Yardbuilders	$5,801.23
Big John's Heavy Equipment	$6,150.00
Gator Industrial	$4,500.00
Spalding Contractors LLC	NO BID


COUNCIL BILL 2020-372
123 S. OAK AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 372, Building Regulations

MEETING DATE
December 7, 2020

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 Industrial to remove the structures, and any remaining debris including foundation and footings 123 S. Oak Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 4, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 23, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on November 6, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,500.00
Big Johns	$6,150.00
B & D Yardbuilders	$5,801.23

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 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $4,500.00 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. 2020- 372, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 372 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 123 S. Oak Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred and 00/100 Dollars ($4,500.00); 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 Gator Industrial in the amount of Four Thousand Five Hundred 00/100 Dollars ($4,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 123 S. Oak 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 123 S. Oak Ave. and legally described as:

ALL OF LOTS NIUMBERED TWO HUNDRED THIRTY-THREE (233) & TWO HUNDRED THIRTY FOUR (234) IN PARKVIEW 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020 – 373 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1034 Kentucky Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Forty-Nine and 00/100 Dollars ($3,349.00); 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 Industrial in the amount of Three Thousand Three Hundred Forty-Nine 00/100 Dollars ($3,349.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1034 Kentucky 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 1034 Kentucky Ave. and legally described as:

ALL OF LOT NIUMBERED ONE HUNDRED THIRTY-THREE (133) EXCEPT THE SOUTH 20FT. THEROFF IN JOHN C. COX JR'S FOURTH 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	6-Nov-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	1034 S. Kentucky Ave

COMPANY	BIDS
B & D Yardbuilders	$3,800.36
Big John's Heavy Equipment	$5,100.00
Gator Industrial	$3,349.00
Spalding Contractors LLC	NO BID


COUNCIL BILL 2020-373
1034 KENTUCKY AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 373, Building Regulations

MEETING DATE
December 7, 2020

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 Industrial to remove the structures, and any remaining debris including foundation and footings 1034 Kentucky Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 6, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 23, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on November 6, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,349.00
Big Johns	$5,100.00
B & D Yardbuilders	$3,800.36

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 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,349.00 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. 2020- 373, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Nov-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	116 N. Moffet Ave

COMPANY	BIDS
B & D Yardbuilders	$9,800.38
Big John's Heavy Equipment	$6,900.00
Gator Industrial	$8,450.00
Spalding Contractors LLC	NO BID


COUNCIL BILL 2020-374
116N. MOFFET AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 374, Building Regulations

MEETING DATE
December 7, 2020

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 Big John's to remove the structures, and any remaining debris including foundation and footings 116 N. Moffet Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 13, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 23, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on November 6, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$8,450.00
Big John's	$6,900.00
B & D Yardbuilders	$9,800.38

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 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Big John's for $6,900.00 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. 2020- 374, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 374 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big John's for the demolition of the structure(s) and clearing of lot area located at 116 N. Moffet Ave. in the City of Joplin, Missouri, for Six Thousand Nine Hundred and 00/100 Dollars ($6,900.00); 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 Big John's in the amount of Six Thousand Nine Hundred 00/100 Dollars ($6,900.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 116 N. Moffet 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 116 N. Moffet Ave. and legally described as:

ALL OF MISCELLANIOUS TRACT NUMBERED TWENTY-FOUR (24) IN THE NORTHWEST QUARTER (NW1/4 OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION THREE (3) TOWNSHIP TWENTY-SEVEN (27) , RANGE THIRTY-THREE (33) IN 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2020-409 – Enhanced Enterprise Zone (EEZ) Program - Cliffstar LLC/Refresco North America

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 7, 2020

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

SUMMARY;
The following council bill is a request by Cliffstar LLC under the parent company of Refresco North American for the abatement of the ad valorem taxes on a new building addition. The facility is located at 3502 Enterprise Ave. in the Joplin/Webb City Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
Refresco has acquired Cliffstar LLC. Refresco is the leading independent bottler of beverages for the retail market in North America and Europe. The company is proposing to make a capital investment into a new building addition and equipment that will enable Refresco to add a new line. The expansion will allow them to expand their bottling output capacity. The company plans to create 32 new jobs within two years. The average annual wage of the new jobs created within the first 2 years is $41,015. The company will pay at least 50% of the employee's health benefits. The investment by the company into the addition and new equipment is estimated at $20,000,000.

The amount and length of abatement offered is based on a sliding scale (see Exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board and the Joplin City Council. Staff recommends that Refresco's ad valorem taxes on the new addition be abated at 80% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on information submitted by Refresco North America that they will pay an average wage of $41,015 per job which approximately equals to the current county average wage ($40,664) for Jasper County. The company will create a minimum of 32 jobs within two years and provide at least 50% of the employees' health benefits.

More information about the company can be found at: https://www.refresco.com

RECOMMENDATION
Staff recommends approval of Council Bill No. 2020-409 as an emergency ordinance.

ATTACHMENTS
CB 2020-409, Exhibit A, Exhibit B

COUNCIL BILL NO. 2020-409 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 3502 Enterprise Ave., Joplin, MO and owned by Cliffstar, LLC/Refresco North America and containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of bottling/manufacturing.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 3502 Enterprise Ave., Joplin, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of eighty percent (80%) commencing January 1, 2021 and continuing to and ending after December 31st, 2030.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Cliffstar, LLC/Refresco North Amercia is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Cliffstar, LLC/Refresco North America has twenty-four months beginning January 1, 2021 to create between 10 - 32 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with tax rate

and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Works Program

Notice of Intent (NOI)

New Jobs Programs

PROJECT REQUIREMENTS (Net new jobs must be created within 2 years of receipt of NOI) Note: "Existing" means that the company has operated in Missouri for a minimum of 10 years.						
√ One	Program Category	Minimum New Jobs	Minimum New Private Capital Investment	Minimum Average Wage for New Jobs	Health Insurance Offered and Paid at Least 50%	Program Benefits *Discretionary incentives may be available if certain criteria are met.
✔	**Zone Works** (Must be located in an Enhanced Enterprise Zone.)	2	$100,000	80% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.
	Rural Works (All counties except Boone, Buchanan, Clay, Greene, Jackson, St. Charles, St. Louis County and City)	2	$100,000	90% of County Average Wage	Yes	Same as Zone Works (above).
	Statewide Works	10	N/A	90% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years, or 6 years for existing MO companies.*
	Mega Works 120	100	N/A	120% of County Average Wage	Yes	6% of new payroll for 5 years, or 6 years for existing MO companies.*
	Mega Works 140	100	N/A	140% of County Average Wage	Yes	7% of new payroll for 5 years, or 6 years for existing MO companies.*
	Deal Closing Fund	10	N/A	100% of County Average Wage	Yes	Tax Credit within 1 year (must meet certain criteria and receive proposal from DED).
	Qualified Military Projects	10	Real or Personal Property Amount as outlined in the Proposal	90% of County Average Wage	Yes	A term no longer than 15 years. Tax Credits equal to estimated withholding taxes

Mail this Form to:

Missouri Department of Economic Development, Business and Community Solutions
PO Box 118, 301 W. High Street, Room 770, Jefferson City, MO 65102-0118
Phone: 573-751-4539 Fax: 573-522-4322
https://ded.mo.gov/programs/business/missouri-works **E-mail:** dedfin@ded.mo.gov

MISSOURI WORKS PROGRAM
NOTICE OF INTENT (NOI)

APPLICANT COMPANY INFORMATION

Qualified Company or Parent Company	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
Cliffstar LLC / Refresco North America (Parent Company)	37-1606117 /58-1947565	20905793

Address of Project / Primary Facility	Number of Current Full Time Employees at this facility	149	Number of Facilities in Missouri	3
3502 Enterprise Ave.				

City	County		Zip Code +4
Joplin	Jasper	Missouri	64801-9193

Tax year of Company	☑ Calendar	☐ Other (Please Describe)	Beginning: MM/DD	Ending: MM/DD
			01/01	12/31

Does the applicant use any of the following? ☐ Payroll Provider ☐ Professional Employer Organization (PEO) ☐ Common Paymaster
(If the company uses a PEO, please provide DED with a copy of the PEO agreement.)

CONTACT INFORMATION (Please provide two (2) people that DED may contact directly regarding this program. At least one must be a company contact.)

Contact Person	Title		
Todd Burgess	Plant Manager		
Address	**City**	**State**	**Zip Code**
3502 Enterprise Ave.	Joplin	MO	64801-9193
Telephone Number	**Fax Number**	**E-mail**	
(417)782-9797 Ext. 782228	(417)782-8035	todd.burgess@refresco.com	
Contact Person	**Title**		
Jeremy Swarnes	HR Director		
Address	**City**	**State**	**Zip Code**
3502 Enterprise Ave.	Joplin	MO	64801-9193
Telephone Number	**Fax Number**	**E-mail**	
(417)782-9797 Ext. 782225	(417)782-8035	jeremy.swarnes@refresco.com	

TYPE OF BUSINESS

☐ Fiduciary ☐ C-Corp ☐ S-Corp ☑ LLC ☐ Sole Proprietor ☐ Partnership ☐ Non-Profit ☐ Other_____

OWNERSHIP: Percent of total ownership for ALL TYPES OF BUSINESSES must total 100% except for C-Corps. For C-Corps, please attach a list of the Board of Directors and anyone with a 10% or more ownership interest. See the Missouri Works Program Guidelines for the definition of "Owner" by business type.

Name(First, MI, Last) or Company / Trust	DOB	% Ownership	Name(First, MI, Last) or Company / Trust	DOB	% Ownership
Refresco Beverages us Inc.		100 %			%
		%			%
		%			%

Is this company owned 51% or more by women?	☐ YES	☑ NO	Is the company publicly traded?	☐ YES	☑ NO	Symbol

PROJECT INFORMATION

	YES	NO
Was the Company offered a Proposal by DED for this project?		
IF YES: Date of the Proposal		Name of Company or Project Name on Proposal
Has the company performed significant, project-specific site work at the project facility?	☐	☑
Has the company purchased any machinery or equipment related to the project?	☐	☑
Has the company publicly announced its intention to make new capital investment at the project facility?	☐	☑
Is the Project facility the company's permanent facility? If no, explain on additional sheet of paper.	☑	☐
Does the company participate in an employee stock ownership plan?	☐	☑

Is the applicant delinquent in the payment of any non-protested taxes or any other amounts due to the state or federal government or any other political subdivision?	☐ YES	☑ NO
Has the company filed for or publicly announced its intention to file for bankruptcy protection?	☐ YES	☑ NO
Will any additional locations be included as part of the project? (Must be within 60 miles of each other.)	☐ YES	☑ NO
Will any additional companies be creating investment or new jobs for this Project?	☐ YES	☑ NO

Please list any additional companies and/or facilities to be included as part of the project on the Facility Detail Worksheet.

Company Name	Address	City	County	FEIN

HEALTH BENEFITS

Will the company offer health benefits to all full-time employees at all facilities in MO and pay at least 50% of the premium? (Cannot be a reimbursement or stipend paid to employee for ACA Exchange.)		☑ YES	☐ NO
Name of the Health Insurance Company	Blue Cross / Blue Shield	Percentage paid by employer:	78 %

PROJECT FACILITY INFORMATION (Choose one.)

☐ New to MO	☐ New additional facility in MO	☑ Expansion of existing facility	☐ Replacement of existing facility	☐ Relocation of existing facility.

If Relocating, please indicate county and state from which relocating.	County: Jasper	State: MO
Check the box if project facility is located in a:	☐ Advanced Industrial Manufacturing (AIM) Zone	☐ State Tax Increment Financing (TIF) District
If this is a relocation/replacement: May require a Letter of Release from County	From where: (Current Address)	To where: (Future Address)
Describe the business activities conducted at the facility:	Juice Bottling	
List all other federal and state programs for which this facility is applying or is currently utilizing.	MO Shared Work	
When does the Company plan to meet program requirements and start program benefits? (MM/YYYY)	12/2020	

Job Title	# of New Jobs	Annualized Wage of New Job
Machine Operator	16	$38,875
Forklift Operator	4	$37,315
Maint. Mechanic	4	$57,283
Batch Tech	4	$39,852
Quality Tech	4	$38,168
Total	32	$1,312,472
Average Wage		

Years of Benefits	# of New Jobs Per Year	Amount of Capital Investment Per Year
Year 1	32	$ 20,000,000
Year 2	TBD	$ TBD
Year 3	TBD	$ TBD
Year 4	TBD	$ TBD
Year 5	TBD	$ TBD
Year 6*	TBD	$ TBD
Total	TBD	$ TBD

Has the Company been operating and had employees in Missouri for ten years or more? (If 'Yes' complete **Year 6** above.)	☑ YES	☐ NO

* To qualify for 6 years of benefits, the company must provide documentation such as a Personal Property paid receipt or MO Tax Return from at least 10 years ago.

RELATED COMPANIES: If any of the answers below are 'YES' please list the additional companies and/or facilities with locations in Missouri on the Facility Detail Worksheet.

Does the **applicant company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☐ YES	☑ NO
Does the **parent company** or its subsidiaries own or operate **other** facilities in Missouri that are not included in the Project?	☑ YES	☐ NO
Do any of the **individual owners** of the applicant company own or operate any **other** companies in Missouri?	☐ YES	☑ NO

All other Missouri operations as identified above are assumed to be *Related Facilities* as identified in RSMo 620.2005 which may affect program benefits. If the facilities are NOT *related*, please provide a detailed explanation as to why the facilities are not *related*.

CERTIFICATION

I, the undersigned, acting on behalf of the Applicant named below, hereby certify and agree to the following:

- The information submitted by the Applicant to the Missouri Department of Economic Development (DED) in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Applicant hereby authorizes DED to verify such information from any source;
- The Applicant, contact person(s), owners, or signors identified in the application (Please mark appropriate box. If you mark "Have" or "Are", please provide an explanation on another sheet of paper):
  - a) ○ Have ◉ Have not–committed a felony, is currently charged with commission of a felony, or is currently on parole or probation;
  - b) ○ Are ◉ Are not–delinquent with respect to any non-protested federal, state or local taxes or fees;
  - c) ○ Have ◉ Have not–filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
  - d) ○ Have ◉ Have not–failed to fulfill any material obligation under any other state or federal program;
- There are no pending or threatened liens, judgments, or material litigation against the Applicant or any person identified on the application which is likely to have a material impact on the Applicant's viability;
- Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
- The Applicant has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
- I certify that the Applicant does NOT knowingly employ any person who is an unauthorized alien and that the Applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the Applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo. with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the Applicant will maintain and, upon request, provide DED documentation demonstrating Applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify Applicant for this program.
- I certify that the Applicant shall include in any contract it enters with a subcontractor in connection with the activities that qualify applicant for this program, an affirmative statement from the subcontractor that such subcontractor is not knowingly in violation of Section 285.530.1, RSMo, and shall not be in violation during the length of the contract. In addition the Applicant will receive a sworn affidavit from each such subcontractor under penalty of perjury, attesting that the subcontractor's employees are lawfully present in the United States. I certify that the Applicant will maintain and provide DED and the Missouri Department of Revenue (DOR) access to documentation demonstrating compliance with this paragraph.
- I understand that, pursuant to Section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under Section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates Section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the Applicant is found to have employed an unauthorized alien, Applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the Applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the Applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I have read and understand the Missouri Works Program guidelines.
- I hereby agree to allow representatives of DED or DOR access to the property and applicable records as may be necessary for the administration of this program.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I am an executive level representative of the Applicant and have the proper authority to execute this document on behalf of the Applicant and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Applicant, any owners or individuals engaged in the management of the Applicant, or other facts may result in criminal prosecution.

Applicant Signature	Print Name	Title	Date
	Tom Jablonsky	VP of Operations	July 10, 2020

STATE OF FLORIDA SS. COUNTY OF HILLSBOROUGH

On this 10 day of JULY in the year 2020 before me, ELIZABETH L. CASILLAS, a Notary Public in and for said state, personally appeared TOM JABLONSKY [name of Corporate Officer / Member], REFRESCO BEVERAGES US INC. [Name of Corporation / Limited Liability Corporation], known to me to be the person who executed the within Agreement in behalf of said Applicant and acknowledged to me that he or she executed the same for the purposes therein stated.

Elizabeth L Casillas Notary Public My commission expires DEC. 9, 2023

ELIZABETH L. CASILLAS
Notary Public - State of Florida
Commission # GG 365455
My Comm. Expires Dec 9, 2023
Bonded through National Notary Assn.

Approved as to legal form
Refresco NA Legal Dept.

REQUIRED ATTACHMENTS

CHECK BOX	ATTACHMENTS
☐	**Diversity Hiring Plan**—For Program Agreements effective as of or after 8/28/2019, provide a hiring plan that illustrates good faith efforts to employ racial minorities, contractors who are racial minorities, and contractors who employ at a minimum racial minorities commensurate with percentage of minorities in State of Missouri. The plan must include monitoring of effectiveness of outreach and recruitment strategies in attracting diverse applicants.
☐	**E-Verify Memorandum of Understanding (MOU)** - The company must register with the E-Verify program and submit an executed Memorandum of Understanding. We need the E-Verify for each company that is hiring employees, if those employees are used to qualify for Missouri Works. For more information regarding E-Verify, visit their web site at https://e-verify.uscis.gov/enroll/. **Must be electronically signed by Company & DHS-USCIS.**
☐	**Health Insurance** - Please attach a copy of the employer health insurance plan that is provided to new hires. Cannot be a reimbursement or stipend paid to employee for coverage obtained through an ACA Exchange.
☐	**Multiple Worksite Report** – If applicant has multiple facilities within the state, please complete the Multiple Worksite Report (MWR) – BLS 3020 for the duration of the program benefits, including the twelve (12) months prior to the date the Notice of Intent is received by DED.
☐	**Organization Chart** – Attach a complete organizational chart illustrating the *Qualified Company*'s ownership to include any subsidiaries owned by the parent company or by the *Qualified Company*.
☐	**Project Facility Detail Worksheet** - Please list any *Related Companies* and their locations within Missouri, and any other Missouri facilities operated by the *Qualified Company*.
☐	**Related Facility Worksheet** – If the applicant company has multiple facilities within the State or has *Related Companies* with facilities operating in the State, please complete and attach the Related Facility Worksheet for each facility.
☐	**Tax Clearance** - A recent Tax Clearance Certificate is needed. You can obtain this by filling out the Request for Tax Clearance Form 943. The Department of Revenue will send the Tax Clearance Certificate directly to you.

Please Note: When the Notice of Intent is received, DED will send the Company the Base Employment Information template. The information requested in this spreadsheet is used to calculate the project facility base employment, project facility base payroll, and the related facility base employment (if applicable). The Company's timely response is required. Data should be submitted as an Excel file.

If these documents contain any material that the Company considers to be closed records pursuant to Section 620.014, RSMo, each page must be clearly marked as 'Confidential' and the Company must provide a written explanation of how releasing the information would endanger the competiveness of the business, or any other reason for seeking confidentiality.

Annual Reporting Requirements and Penalty Provisions

All tax credit recipients must be familiar with the annual reporting requirements and penalties for non-compliance established under the Tax Credit Accountability Act of 2004. The responsibility for compliance falls with the tax credit recipient.

Recipients of tax credits are required to submit the Tax Credit Accountability Act Reporting Form to the **Department of Revenue**. You may contact (573) 526-8733 (Personal Tax) or (573) 751-4541 (Corporate Tax) with any questions.

> **NOTE: Failure to report for more than six months, but less than a year, shall result in a PENALTY of 2% of the value of the credits for each month of that delinquency; failure to report for more than a year shall result in a 10% penalty for each month of delinquency up to 100% of the value of the credits; and any fraud in the application process will result in a penalty equal to 100% of the credits issued.**

EXHIBIT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

EXHIBIT A

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERTESECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.50 ACRES MORE OR LESS.

EXHIBIT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2020-410 – Enhanced Enterprise Zone (EEZ) Program - Aesir Technologies

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE:
December 7, 2020

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

SUMMARY;
The following council bill is a request by Aesir Technologies, Inc. (formerly Zaff Energy Systems) for the abatement of the ad valorem taxes on an existing building and future addition. The facility is located at 8125 E. 26th St., Joplin MO in the Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
Aesir Technologies, Inc. has acquired Zaff Energy Systems of Joplin. Zaff Energy Systems is in the forefront of battery technology innovation and emerging energy storage market. The new company is proposing to make a capital investment into the existing building and construct a new addition onto the building as well. Aesir Technologies is currently located in the Crossroads Industrial Park. The company plans to create 160 jobs within two years and 350 jobs within 6 years. The average annual wage of the new jobs created within the first 2 years is $42,625. The company will pay 70% of employee health benefits. The estimated investment by the company into the facility and new equipment purchase is $23,000,000 over the life of the project.

The amount and length of abatement offered is based on a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board and Joplin City Council. Staff recommends that Aesir Technologies' ad valorem taxes on the existing building and addition be abated at 100% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Aesir Technologies that they will pay an average wage of $42,625 per job which is approximately $2,000 more or 105% of the county average wage ($40,664). The company will create a minimum of 160 jobs within two years and provide at least 70% of the employees' health benefits.

More information about the company can be found at: https://zafsys.com/

RECOMMENDATION
Staff recommends approval of Council Bill No. 2020-410 as an emergency ordinance.

ATTACHMENTS
CB 2020-410, Joplin Area Chamber of Commerce Ltr., Exhibit A, Exhibit B

COUNCIL BILL NO. 2020-410 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of technology, manufacturing and engineering.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to the existing building and improvements made to property located at 8125 E. 26th St., Joplin, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of 100 percent (100%) commencing January 1, 2021 and continuing to and ending after December 31st, 2030.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Aesir Technologies, LLC is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Aesir Technologies, LLC has twenty-four months beginning January 1, 2021 to create between 100 - 160 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12(5)

of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with tax rate and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A
Attached Legal Description

File Number: TTP10-63

Tract 1:
A Tract of land located in the Northwest Quarter (NW1/4) of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to the point of beginning, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 376.96 feet to a point on the North right-of-way line of East Alliance Parkway, thence North 85°07'34" West along said right-of-way line a distance of 317.84 feet, thence North 89°05'15" West along said right-of-way line a distance of 149.98 feet, thence North 00°54'45" East, leaving said right-of-way line, a distance of 355.00 feet to the point of beginning.

Tract 2:
A utility easement described as:
A tract of land located in the Northwest Quarter of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to a point, said point being the Northwest corner of Tract 1 and the point of beginning, thence North 00°54'45" East a distance of 25.00 feet, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 25.00 feet to the Northeast corner of Tract 1, thence North 89°05'15" West along said North line a distance of 467.07 feet to the point of beginning.

JCT

17.25
12.75
30CK

MOKAN
partnership

"A Missouri, Oklahoma, and Kansas Economic Development Collaborative"

10/29/2020

Troy Bolander
Director, Community Planning and Development
City of Joplin

The Joplin Area Chamber of Commerce and the MOKAN Partnership have worked with Aesir Technologies, Inc. to help expand its operational footprint in Joplin. But for the local incentives being offered, the company would be evaluating alternative options to meet their increased operational demands. This expansion, currently estimated at approximately $23,000,000, ultimately adds 350 positions new jobs to the community.

Aesir Technologies, Inc. has requested as part of its expansion intent the statutory allowance of local tax abatements. We request that the Enhanced Enterprise Zone Board approve the abatement within the scope of the guidelines approved by the Enhanced Enterprise Zone Board.

Sincerely,

Toby Teeter
President
Joplin Area Chamber of Commerce

Tony Robyn
Director
MOKAN Partnership

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-529 – Approving an Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District (CID).

MEETING DATE
December 7, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-529 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Add Property; Map of Property

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. This property is adjacent to the existing CID property and share substantially the same characteristics as the original property.

This property is required to be in the CID in order to make street infrastructure improvements as set forth in the redevelopment plan. In order to annex the property in the CID, Council must determine the property is blighted. Council declared the surrounding property blighted based upon the blight study submitted by Sterrett Urban, LLC.

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

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

The study concludes the following blight factors are present:

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

FUNDING SOURCE
Not applicable for this item.

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

COUNCIL BILL NO. 2020-529 ORDINANCE NO.

AN ORDINANCE approving an 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 by 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, pursuant to Section 67.1441.2 of the CID Act, the owners of property seeking to add their property to the District signed a petition, as amended, which petitions were consented to by the District's Board of Directors by Resolution 2020:08 dated October 28, 2020, and by Resolution 2020:11 dated November 12, 2020; and

WHEREAS, a Petition to Amend Boundaries and Add Property to the District was filed with the City Clerk on October 29, 2020, and an Amended Petition to Amend Boundaries and Add Property to the District (the "Amended Annexation Petition") was filed with the City Clerk on November 13, 2020, a copy of the Amended Annexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Amended Annexation Petition requests that the City Council amend the District's boundaries by adding five (5) tracts, as legally described and depicted in **Exhibit B** attached hereto (the "Annexed Property"); and

WHEREAS, the City Clerk verified that the Amended Annexation Petition substantially complies with the CID Act, submitted the verified 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 Amended Annexation Petition were withdrawn within seven (7) days after the 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 December 7, 2020, 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 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 Amended Annexation Petition.

Section 2. The City Clerk has verified the 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 Amended Annexation Petition. The boundaries of the District, as amended by the addition of the Annexed Property, are contiguous.

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 shares 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. 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 approved by Ordinance No. 2020-113 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 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020-529

Exhibit A

Amended Petition to Amend Boundaries and Add Property

Exhibit B

Legal Description and Maps of Property to be Added

TRACT 1:

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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

TRACT 2:

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.

TRACT 3:

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).

TRACT 4:

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

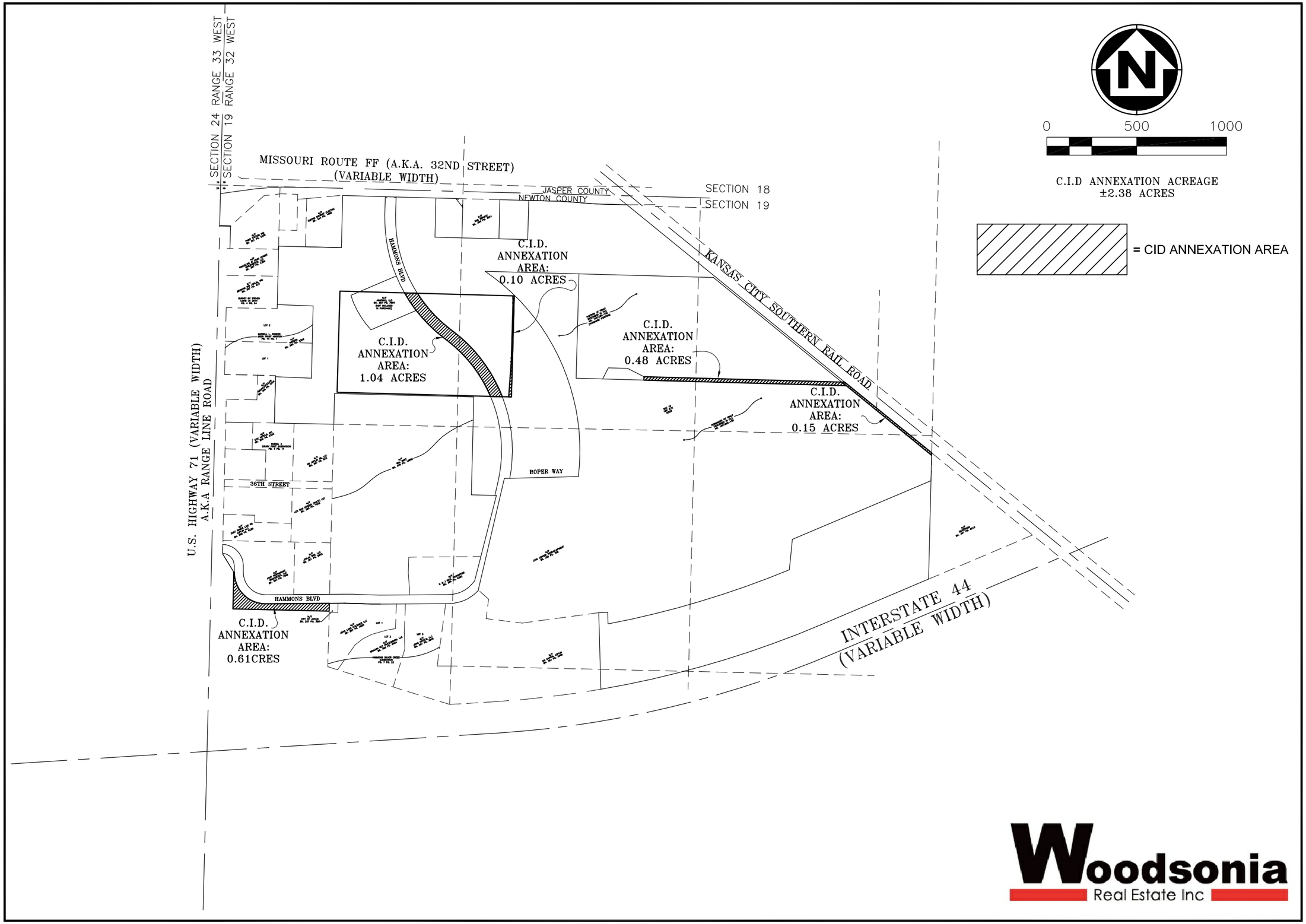
RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" 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).

TRACT 5:

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

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).

MAPS SHOWING PROPERTY TO BE ADDED AND FULL BOUNDARY MAP WITH ANNEXED PROEPRTY ADDED ATTACHED ON FOLLOWING PAGES



Woodsonia Real Estate Inc

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A* KANSAS CITY, MO 64145* PHONE (816) 777-3400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	C-62
DATE:	2020-11-04
FIELD BOOK:	
JOB NUMBER	20JO10011

NO.	DESCRIPTION	BY	DATE
1	ADDED EXCLUSION TRACT	KRB	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Nov 04, 2020 - 10:42am Plotted By: kbold G:\Shared drives\KCTO - Land Development\Projects\2020\20KCTO060 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID ANNEXATION.DWG Layout: WOODSONIA CID ANNEXATION

EXHIBIT "A"

AMENDED PETITION TO AMEND BOUNDARIES AND ADD PROPERTY TO

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020
Re-Submitted November 12, 2020

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	CID RESOLUTION NOS. 2020-08 AND 2020-11

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 ("**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 Petition to Amend Boundaries and Add Property to the District was filed with the City on October 29, 2020. The District and the Petitioners are filing this Amended Petition to Amend Boundaries and Add Property to the District to include two (2) additional tracts. With this amendment, the District and petitioners are seeking to add a total of five (5) additional tracts to the District.

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 three regional detention basins as part of a larger redevelopment project. 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. The following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a)(i) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store (the site of the proposed Menards store is referenced herein as the "**Carved-Out Tract**"); (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract; and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road (collectively, "**Hammons Boulevard Property**"); and (b) two (2) contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("**Victory Ministry Tract**"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("**Victory Ministry**"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("**JDHQ Tract**"), which tract is owned by JDHQ Land Holding, LLC, a Delaware limited liability company ("**JDHQ**") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "**New Tract C Property**").

To facilitate implementation of the District's public improvements project, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract and Victory Ministry as the current owner of the Victory Ministry Tract (collectively, the "**Petitioners**"), now desire to add the Hammons Boulevard Property and the New Tract C Property (collectively, the "**Adjacent Property**") to the District as permitted under the Act.

The Petitioners are the current owners of the Adjacent Property and request that the boundaries of the District be amended by adding the Adjacent Property to the District ("**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.*

Petitioners are the owner of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be added to the District, and (2) comprise more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be added to the District.

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**

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**").

5. **Total Assessed Value of Adjacent Property**

The Hammons Boulevard Property and the JDHQ Tract are parts of a larger tax identification parcel owned by Petitioner JDHQ. Based on an analysis of the assessed value of the property owned by Petitioner JDHQ as reported by Newton County, the total estimated assessed value of all real property located within the Hammons Boulevard Property and the JDHQ Tract is approximately $1,961.

The Victory Ministry Tract comprises only a portion of a larger tax identification parcel owned by Petitioner Victory Ministry. Based on an analysis of the assessed value of the property owned by Petitioner Victory Ministry as reported by Newton County, the total estimated assessed value of all real property located within the Victory Ministry Tract is approximately $0.

6. **Determination of Blight, Blight Remediation and Public Purpose as to Adjacent Property**

Petitioners request that the City Council take notice of the Ordinance, finding, among other things, that the District area described in the Formation Petition 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 find that the Adjacent Property is also a blighted area under Section 67.1401.2(3)(b), RSMo, of the Act. The Adjacent Property is adjacent to the District and shares substantially similar characteristics as the remainder of the District area that was found to be a blighted area in the Ordinance.

In order for the District to be able to acquire the Adjacent Property and 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.

8. Severability / Exhibits

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

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 E**.

10. Request for Boundary Amendment and Addition of the Adjacent Property

By execution and submission of this Petition, Petitioners respectfully request 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 Petition 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 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 Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holding, LLC
Owner's Telephone Number	(480) 222-6035
Owner's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Name of Signer	John Casale
Signer's Legal Authority to Sign	Authorized Signatory
Signer's Telephone Number	(480) 222-6035
Signer's Mailing Address	2398 E. Camelback Road, Suite 1000 Phoenix, AZ 85016
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

JDHQ Land Holding, LLC

By: _____
Authorized Signatory, Authorized Signatory

Date: November 9th, 2020

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Casale, Authorized Signatory of JDHQ Land Holding, LLC a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company 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.

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

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

Signature Page for Amemnded 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 Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District:

Name of Owner	Victory Ministry and Sports Complex
Owner's Telephone Number	(417) 206-6886
Owner's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Name of Signer	Jack E. Frost
Signer's Legal Authority to Sign	CEO
Signer's Telephone Number	(417) 206-6886
Signer's Mailing Address	3405 S. Hammons Boulevard Joplin, MO 64804
Type of Entity	Missouri nonprofit corporation
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc.

By: _____
Jack E. Frost, CEO

Date: November 09, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

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

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack E. Frost, CEO of Victory Ministry and Sports Complex, f/k/a Bridge Ministries, Inc., a Missouri nonprofit corporation, who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
NOTARY PUBLIC

My Commission Expires: Jan. 9, 2023

Map #	Parcel ID	Address	AV 2020 Land Improvements
1	04-4.0-19-000-000-005.000	No address assigned	$1,961[1]
2	04-4.0-19-000-000-005.014	3405 S. Hammons Blvd.	$0[2]
	Total		**$1,961**

PETITIONER'S PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioner's Property		**$1,961**
Total AV Adjacent Property		**$,1,961**
Percentage of Total AV		**100%**

[1] The Hammons Boulevard Property and the JDHQ Tract are part of a larger parcel identified as parcel number 04-4.0-19-000-000-005.000. The Hammons Boulevard Property and the JDHQ Tract are not by themselves separate tax identification parcels. The assessed value of the Hammons Boulevard Property and the JDHQ Tract is estimated based on an analysis of the assessed value of the Petitioner JDHQ Land Holding, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

[2] The Victory Ministry Tract is part of a larger parcel identified as parcel number 04-4.0-19-000-000-005.014. The Victory Ministry Tract is not by itself a separate tax identification parcel. The assessed value of the Victory Ministry Tract is estimated based on an analysis of the assessed value of the Petitioner Victory Ministry's property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County. Because the assessed value of such parcel is $0, the assessed value attributed to the Victory Ministry Tract is also $0.

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, 2020.

_____
Barbara J. Gollhofer
City Clerk

[SEAL]

EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B
CURRENT MAP OF DISTRICT

Oct 20, 2020 – 9:05am Plotted By: kbell G:\Shared drives\ATCO – Land Development\Projects\2020\20JO10011 JC Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY ORIGINAL.DWG Layout: WOODSONIA CID BOUNDARY

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

SECTION 24 RANGE 33 WEST
SECTION 19 RANGE 32 WEST

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

C.I.D EXCEPTION AREA
±545,441.46 SQ. FEET
±12.52 ACRES

RIVER RAY

JASPER COUNTY
NEWTON COUNTY

SECTION 18
SECTION 19

KANSAS CITY SOUTHERN RAILROAD

INTERSTATE 44
(VARIABLE WIDTH)

= CID AREA

C.I.D BOUNDARY ACREAGE
±114.87 ACRES

0 500 1000

N

Woodsonia
Real Estate Inc

SHEET NUMBER
____ OF ____

WOODSONIA REAL ESTATE INC.
CID BOUNDARY
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
841 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 – 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**.

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

BUT INCLUDING THE FOLLOWING DESCRIBED TRACTS ANNEXED INTO THE DISTRICT:

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

AND

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

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND

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).

JDHQ TRACT:

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).

VICTORY MINISTRY TRACT:

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 117.25 ACRES, MORE OR LESS.

EXHIBIT D
MAP OF DISTRICT WITH ADJACENT PROPERTY ADDED

Nov 04, 2020 - 10:42am Plotted By: kbell

Woodsonia Real Estate Inc

SHEET NUMBER

____ OF ____

WOODSONIA REAL ESTATE INC.

CID ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	C-62
				DATE:	2020-11-04
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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

Nov 09, 2020 - 1:43pm Plotted By: krob C:\Shared drives\KC10 - Land Development\Projects\2020\20KC10000 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID DRAWINGS\CID BOUNDARY2.DWG Layout: WOODSONIA CID BOUNDARY

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

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

KANSAS CITY SOUTHERN RAIL ROAD

INTERSTATE 44
(VARIABLE WIDTH)

30TH STREET

RUTGER WAY

EXCEPTION TO CID
348,527.74 Sq. Feet
8.004 Acres

EXCEPTION TO CID
147,287.74± Sq. Feet
3.38± Acres

CID BOUNDARY
117.25± Acres

= CID AREA

C.I.D BOUNDARY ACREAGE
±117.25

0 500 1000

Woodsonia
Real Estate Inc

SHEET NUMBER
OF

WOODSONIA REAL ESTATE INC.
CID BOUNDARY
(AFTER ANNEXATION)
JOPLIN, NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-11-09
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
541 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC 62

EXHIBIT E
DISTRICT RESOLUTIONS

RESOLUTION NO. 2020-08

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF A 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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 the District;

WHEREAS, the following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store ("Hammons Boulevard Property"); and (b) two contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("Victory Ministry Tract"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("Victory Ministry"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("JDHQ Tract"), which tract is owned by JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "New Tract C Property");

WHEREAS, the Hammons Boulevard Property and the New Tract C Property are collectively referred to as the "Adjacent Property";

WHEREAS, the District, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract, and Victory Ministry, as the current owner of the Victory Ministry Tract, desire to add the Adjacent Property to the District as permitted under the Act. The Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

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 Petition to Amend Boundaries and Add Property to the District signed by JDHQ and Victory Ministry to add the Adjacent Property to the District; 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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.

3. The District's officers and legal counsel are authorized and directed to submit the Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District 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 28, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER ____ OF ____

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING EMPLOYEE OWNED

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

EXHIBIT C

Legal Description of Adjacent Property

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

JDHQ TRACT:

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).

VICTORY MINISTRY TRACT:

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)

EXHIBIT D

Map of Adjacent Property

Woodsonia Real Estate Inc

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID ANNEXATION

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	E-57
				DATE:	2020-10-20
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

Woodsonia Real Estate Inc

SHEET NUMBER 01

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

NO.	DESCRIPTION	BY	DATE
	ADDED EXCLUSION TRACT	KRB	
	ADDED ANNEXATION TRACTS	KRB	

DRAWING FILE	
DRAWN BY:	KRB
CHECK BY:	KRB
LICENSURE:	C-62
DATE:	2020-10-19
FIELD BOOK:	
JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING & SURVEYING CO. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

RESOLUTION NO. 2020-11

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND ADDITION OF ADJACENT PROPERTY TO THE DISTRICT; AUTHORIZING SUBMISSION OF AN 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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 the District;

WHEREAS, on October 28, 2020, the District adopted 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;

WHEREAS, the Annexation Petition was filed with the City Clerk of the City on October 29, 2020;

WHEREAS, since 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, the following property is outside of the District and must be added to the District to enable the District to undertake the planned public improvements in accordance with the Act: (a)(i) that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store, which site is referenced herein as the "Carved-Out Tract"; (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract; and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road (collectively (collectively, "Hammons Boulevard Property"); and (b) two contiguous tracts adjacent to a tract (to be platted as Tract C upon which one of the regional detention basins is planned to be constructed), including: (i) a narrow tract running west and east to the Kansas City Southern Rail Road right-of-way ("Victory Ministry Tract"), which tract is owned by Victory Ministry and Sports Complex (f/k/a Bridge Ministries, Inc.), a Missouri nonprofit corporation ("Victory Ministry"); and (ii) a narrow tract running parallel with the Kansas City Southern Rail Road right-of-way ("JDHQ Tract"), which tract is owned by JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ") (the Victory Ministry Tract and the JDHQ Tract are collectively referred to as the "New Tract C Property");

WHEREAS, the Hammons Boulevard Property and the New Tract C Property are collectively referred to as the "Adjacent Property";

WHEREAS, the District, JDHQ as the current owner of the Hammons Boulevard Property and the JDHQ Tract, and Victory Ministry, as the current owner of the Victory Ministry Tract, desire to amend the Original Annexation Petition in order to add the Adjacent Property as described and depicted in this Resolution to the District as permitted under the Act. The Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

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 Amended Petition to Amend Boundaries and Add Property to the District ("Amended Annexation Petition") signed by JDHQ and Victory Ministry to add the Adjacent Property to the District; 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 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 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 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.

3. The District's officers and legal counsel are authorized and directed to submit the 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 November 12, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

EXHIBIT C

Legal Description of Adjacent Property

HAMMONS BOULEVARD PROPERTY:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 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.

JDHQ TRACT:

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).

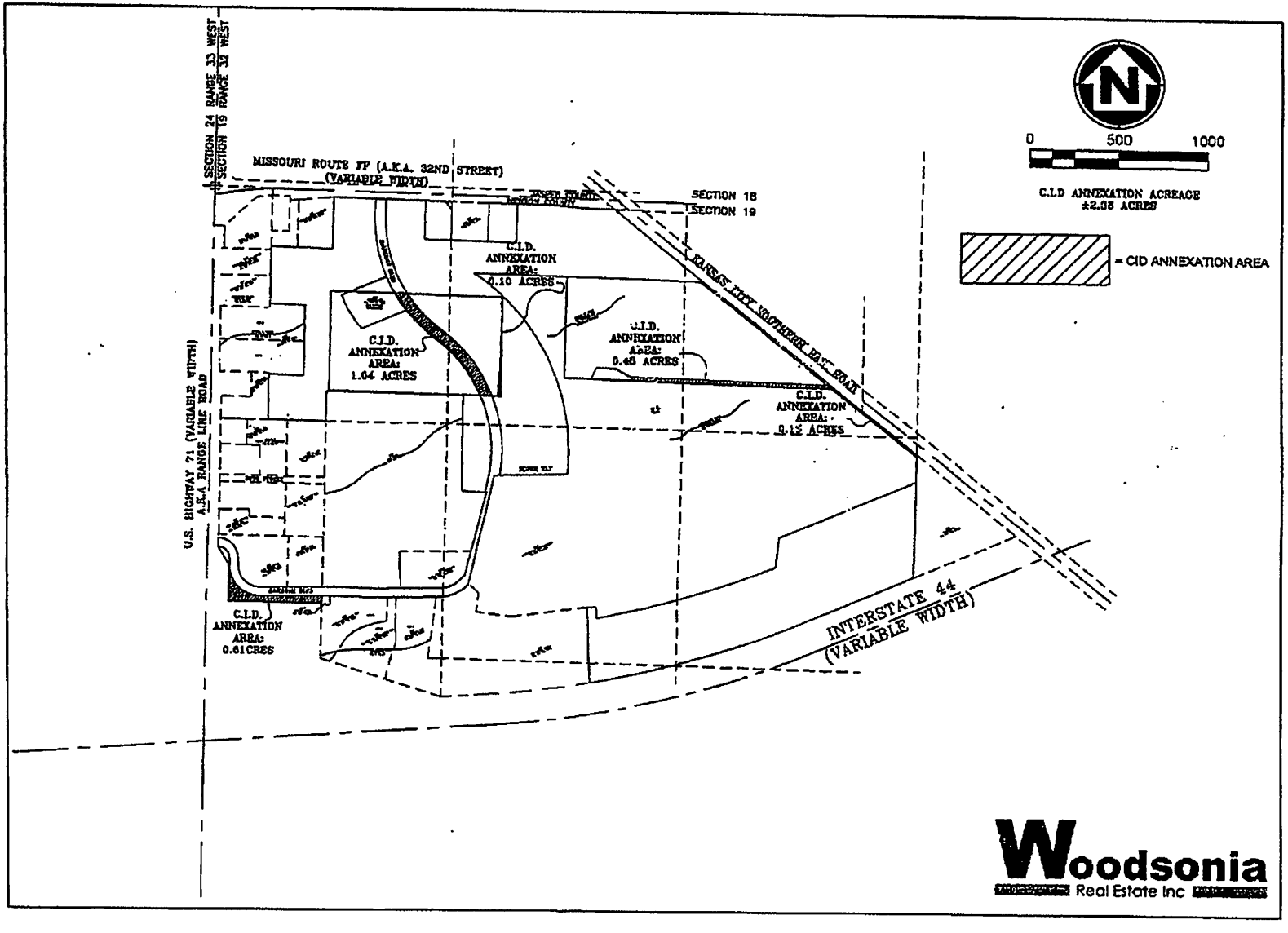
VICTORY MINISTRY TRACT:

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)

EXHIBIT D

Map of Adjacent Property



ANDERSON ENGINEERING
EMPLOYEE OWNED

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

SHEET NUMBER

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

(AFTER ANNEXATION)

JOPLIN, NEWTON COUNTY, MISSOURI

NO	DESCRIPTION	BY	DATE
		KRB	
		KRB	

DRAWN BY:	KRB
CHECK BY:	KRB
LAYOUT NAME:	C-62
DATE:	2020-11-09
FIELD BOOK:	
JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2020

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2020-174 - Work Authorization with Allgeier, Martin & Associates Inc. for the Private Side I&I Pilot Project

MEETING DATE
December 7, 2020

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
Exhibit Maps (2); CB 2020-174 Ordinance; Work Authorization AMA-I&I RP-004

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 work authorization with Allgeier, Martin & Associates Inc. for the Private Side I&I Pilot Project in the not to exceed amount of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00)

BACKGROUND
As part of the City's Operating Permits from the Missouri Department of Natural Resources (DNR) for its wastewater treatment facilities, the City is required to seek out sources of inflow and infiltration (I&I) within the collection system and submit annual reports of progress. To date, the City's focus has been on the public portion of the sanitary sewer collection system, reconstructing defective sewer mains and manholes. This work not only increases the reliability of the system, but also serves to remove sources of I&I from the publicly owned and maintained infrastructure. However, roughly half of I&I entering the system comes from the private side—i.e., the service lateral pipes which allow individual properties to connect to the City's public mains. Over time, the condition of the laterals deteriorates, allowing groundwater to enter the public sewer mains. The cumulative effect of such lateral pipes is further magnified by any downspout or sump pump connections onto the sewer system, which were generally allowed by municipalities for most of the 20th century. Having direct connections of rainfall into the sanitary sewer system causes wet weather flows to exceed the carrying pipe's capacity, resulting in sanitary sewer overflows; also, too much flow reaching a treatment plant can cause untreated wastewater to bypass the plant—both of which are not permitted by DNR. Within Missouri, some municipalities are finding that removing a gallon of water from the private side costs a fraction of what it takes to remove the same quantity from the public side. During a Work Session with City Council on Oct. 12, City staff, along with Allgeier, Martin & Associates (AMA) and TREKK Design Group, presented the benefits of implementing a private-side I&I reduction program. Citing successes from the City of Springfield's program, the consultants explained how removing sources of I&I from privately owned sewer laterals can be done in a cost-effective manner.

Springfield's private-side program has resulted in significant reductions in both dry- and wet-weather flows after removing sources of I&I, along with the added benefit of avoiding capacity improvement expenditures. At the end of the work session, City Council authorized City staff to develop a pilot project within two basins; the Council also determined that the City should pay 100% of the private-side I&I removal work in order to maximize participation of property owners within each basin.

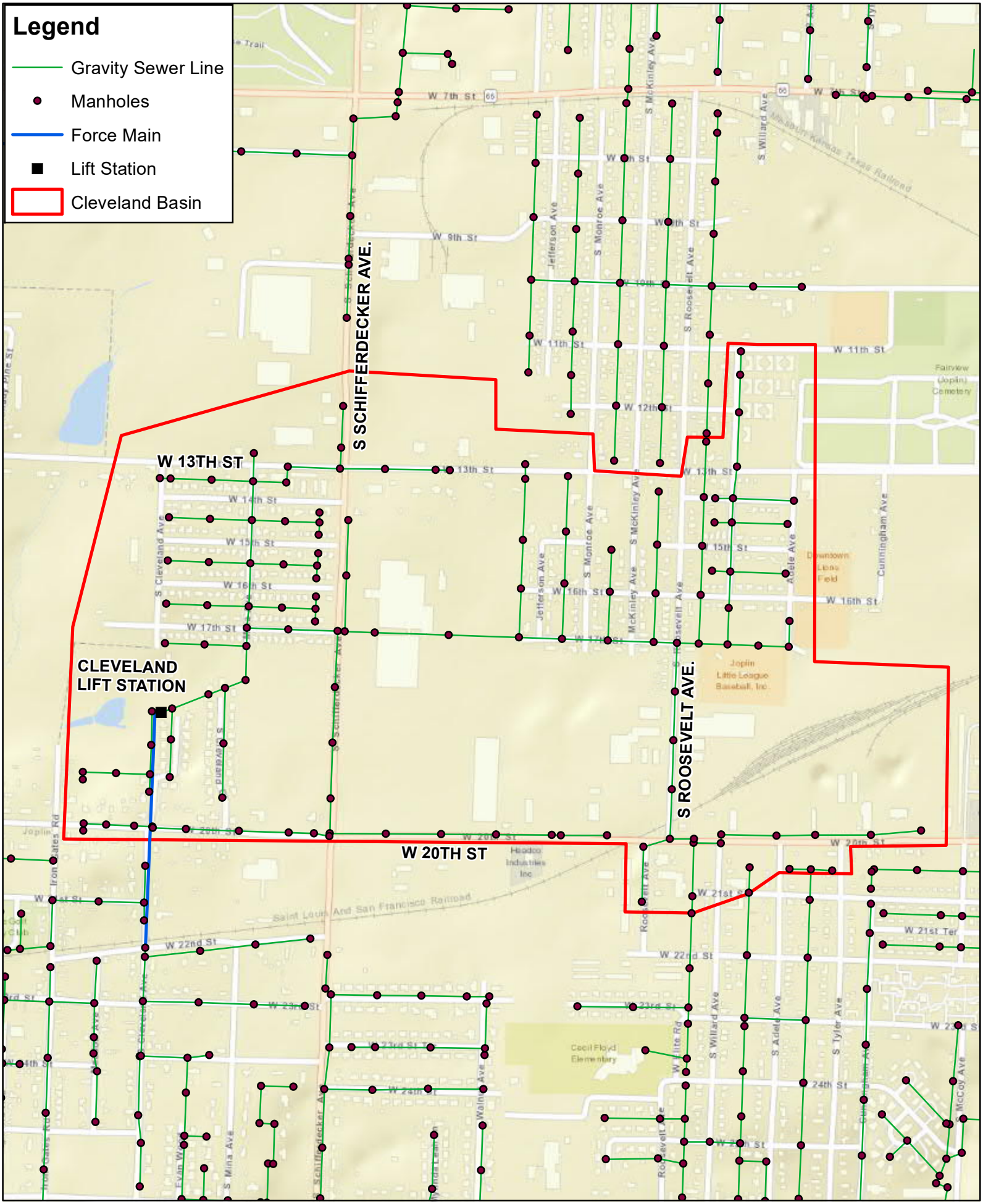
In October of 2016, the City published a Request for Qualifications (RFQ), in accordance with the City's procurement policy, for a consultant to develop a targeted program aimed at eliminating unpermitted discharges within the City's wastewater collection and treatment system. Of the three consulting teams that responded, the team of Allgeier, Martin & Associates (AMA), Burns & McDonnell, and TREKK Design Group was selected to provide professional engineering services for this program. This 4th work authorization (WA) under the subsequent contract with AMA covers the engineering fees for the entirety of the pilot project. Initially, the consultant team will review Joplin's ordinances and make any recommended changes deemed necessary for the success of the program, coordinating such efforts with the Legal and Finance Departments. Also, the WA authorizes the AMA team to procure pre-qualified plumbers, participate in public meetings with affected property owners, to perform plumbing evaluations of each participating property, and to assist City staff with inspecting the repair work and administering the contract. At the end of the pilot project, flow metering will be done to determine the cost-effectiveness of the work. The attached exhibit maps show defects discovered during smoke testing within the basins. The consultant's fees are within industry standards for this type of consulting work. The largest portion of the fees is for evaluating the plumbing for each of the 1,061 properties located within the two basins. The quantity of disconnections to the sewer system will be determined through the plumbing evaluation work. During the work session, the estimated construction costs totaling $201,000 were based on known defects found on 75 properties during smoke testing. Public Works intends to participate with the consultants as their staff perform plumbing evaluations and oversee the disconnection efforts in the field. City staff envision supplying as much of these services as possible, should council authorize a future continuation of the program. The consulting fees for future work will be much more proportional to the size of the basins than this WA, whose fees include developing the private-side I&I reduction program.

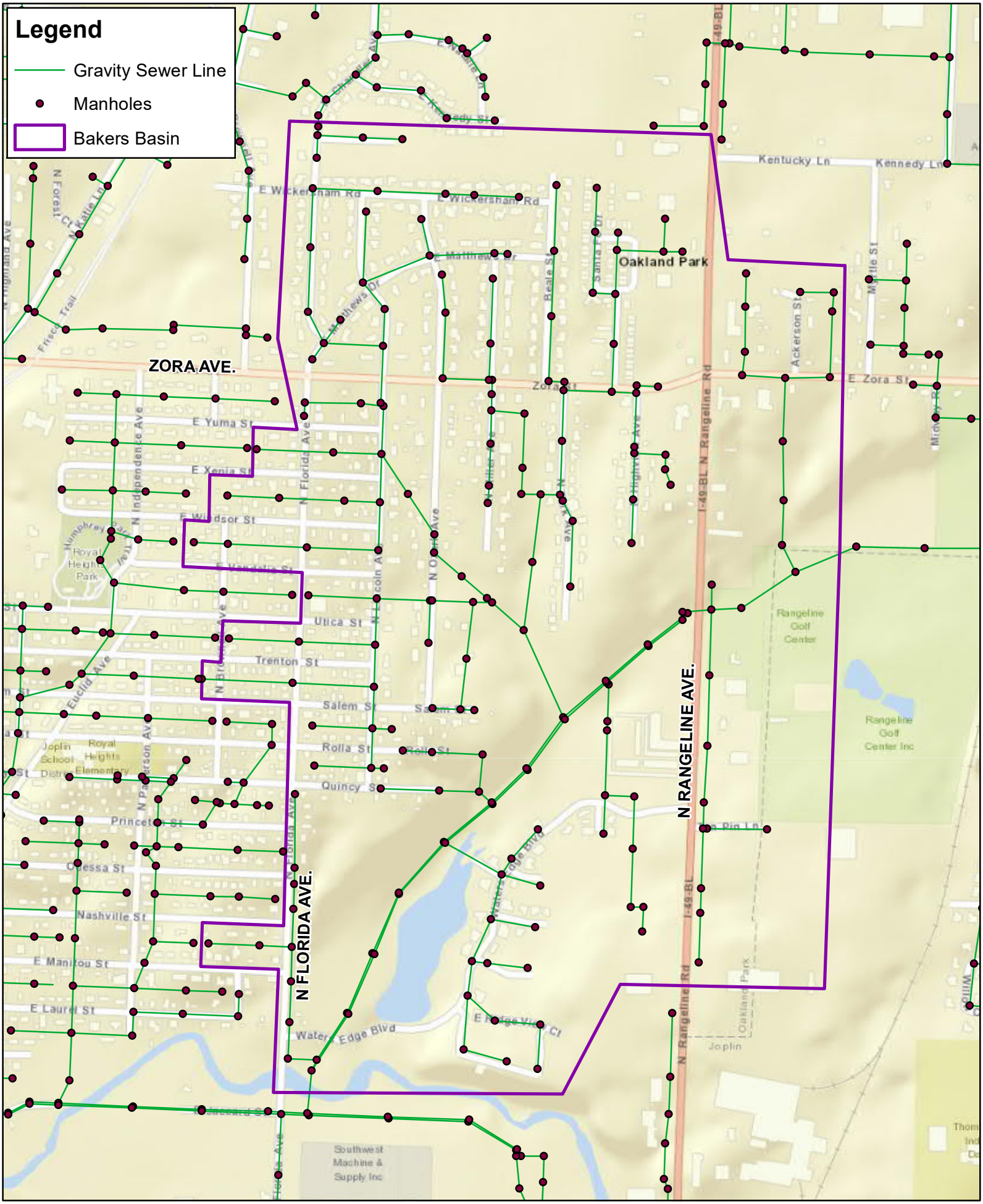
FUNDING SOURCE

FY 2020-21 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.


Legend
Gravity Sewer Line
Manholes
Force Main
Lift Station
Cleveland Basin
S SCHIFFERDECKER AVE.
W 13TH ST
CLEVELAND
LIFT STATION
S ROOSEVELT AVE.
W 20TH ST
W 7th St
W 9th St
W 11th St
W 12th St
13th St
W 14th St
W 15th St
W 16th St
W 17th St
W 20th St
W 21st St
W 22nd St
W 23rd St
24th St
S McKinley Ave
S Monroe Ave
Jefferson Ave
S Roosevelt Ave
S Willard Ave
S Cleveland Ave
S Schiffendecker Ave
Adele Ave
Cunningham Ave
S Tyler Ave
McCoy Ave
Saint Louis And San Francisco Railroad
Missouri Kansas Texas Railroad
Fairview (Joplin) Cemetery
Downtown Lions Field
Joplin Little League Baseball, Inc.
Headco Industries Inc
Cecil Floyd Elementary
Joplin Iron Gates Rd


Legend
Gravity Sewer Line
Manholes
Bakers Basin
ZORA AVE.
N FLORIDA AVE.
N RANGELINE AVE.
Oakland Park
E Zora St
Kentucky Ln
Kennedy Ln
E Wickersham Rd
E Yuma St
E Xenia St
E Windsor St
E Vandalia St
Utica St
Trenton St
Salem St
Rolla St
Quincy St
Princeton St
Odessa St
Nashville St
E Manitou St
E Laurel St
Water Edge Blvd
Rangeline Golf Center
Rangeline Golf Center Inc
Royal Heights Park
Joplin School District
Royal Heights Elementary
Southwest Machine & Supply Inc
N Rangeline Rd
I-49-BL
Joplin

COUNCIL BILL NO. 2020-174 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00) for the Private Side I&I Pilot 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 said amendment to work authorization by and between the City of Joplin and Allgeier, Martin & Associates Inc. in the not to exceed amount of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00), a true and accurate copy of said amendment to work authorization being attached hereto; 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 work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization amendment, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Maintenance Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-174

I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for in the referenced Work Authorization amendment.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Private Side I/I WA4	

WORK AUTHORIZATION NUMBER AMA-I&I RP-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated September 20, 2020, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-I&I RP-004 exceed the sum of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00).

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

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

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-I&I RP-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

Engineer shall provide the City of Joplin (OWNER) with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, evaluation and computer modeling services for the sanitary sewer collection system as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, evaluation, data collection and design of components of the proposed City of Joplin Inflow and Infiltration (I/I) Reduction Program.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Overall project management of the City of Joplin Sanitary Sewer I/I Reduction Program.

1.1.3.1.1 The Allgeier Martin (AMA) team working on this project will consist of Allgeier, Martin and Associates and TREKK Design Group. Burns and McDonnell (BMcD) serves as the assistant Program Manager for the Overall I/I program and may be consulted on an as-needed basis.

1.1.3.2 Assist the OWNER with public outreach and education in association with the Private Side I/I program.

1.1.3.2 Private I/I Pilot Area Development and Internal/External Building Evaluations withing this area.

1.1.3.3 Development and Implementation of a Private Side I/I Disconnect Program.

1.1.3.4 Post Private Side I/I Abatement Assessment for the Specified Pilot Area.

1.1.3.5 Analysis and Reporting of the Pilot Program.

2.1 Project Management and Administration: Manage and administer scope and allocate resources to complete the project within schedule and budget limitations.

2.1.1 Work Authorization Kickoff Meeting: Participate in a kickoff meeting for the work contained within this Work Authorization with the ENGINEER's team and the City. Discussions shall be held to review and confirm the project/program goals, objectives, and schedule; evaluate basic concerns on objectives and implementation of the Work; establish field building evaluation procedures, discuss public involvement, confirm responsibilities and the scope of services assign project team contacts and communication protocols.

2.1.2 Progress Meetings: Attend project progress meetings, up to 3, with the OWNER to discuss items such as coordination of work and responsibilities, risk management, schedules, and project progress and implementation.

2.1.3 The AMA team will prepare a community outreach and education statement for use on the OWNER's social media outlets. The education statement will provide a description of inflow and infiltration, typical sources and what inspections are being conducted to

identify I/I sources. The AMA team will provide the statement to the OWNER for social media outlet use. TREKK Design Group's marketing department can assist the City's Public Information Office (PIO) officer/department in the design and implantation of a SSES brochure informational website for collaboration of the Public and Private Educational Outreach.

2.1.4 The AMA team shall provide an information letter template to the OWNER to be mailed to the residents on City letterhead to all residence and property owners located within the project area explaining the City's request to allow the TREKK/AMA crews to perform the building evaluations of their property. TREKK will begin the process by sending a letter to each property owner requesting the homeowner schedule an appointment for an evaluation. A total of two letters and one follow-up phone call to non-responsive property owners will be completed. After three attempts, non-responses will be addressed by a field visit to the residence to request an evaluation of the property.

3.1 Pilot Area Internal and External Building Evaluations

3.1.1 Smoke testing has been completed in the pilot areas but cannot locate and confirm every possible I/I defect on private property. In an attempt to further identify possible I/I defects, an external building evaluation will be conducted. If a building/residence is built on a basement foundation – an internal evaluation will be attempted. An external building evaluation will include the investigation of storm water connections from down spouts, uncapped/damaged clean outs, area drains and/or stairwell drains. Internal building evaluations will include the investigation of sump pits and sump pumps located within the basement foundation

3.1.2 The OWNER shall provide property owner information for the Pilot Study Areas. A two (2) person crew comprised of (1) TREKK personnel and (1) AMA personnel will complete the work. It is estimated that 1061 external structure inspections will be conducted within the study area. All data collected through the building evaluations process will be recorded in a GIS collection platform, which will also include photos of all defects found and a GPS location will be provided for each defect located on a property. This scope of work allows for the following number of building evaluations in each respective pilot area:

3.1.2.1 Cleveland Avenue Basin: 493 Properties

3.1.2.2 Baker's Branch Basin: 568 Properties

4.1 Private I/I Disconnect Program

4.1.1 Pilot Abatement Program Set-Up: The AMA team will continue working with the OWNER to develop and implement a pilot-scale Private I/I Abatement Program within the identified priority sub-basin(s). The team will build upon and evaluate existing ordinances and identify the need for modifications that was initiated in the previous work authorization. The Consultant will assist the City with the Request for Qualifications (RFQ) process for the purpose of procuring 3-5 qualified plumbing contractors to perform the remediation of the illicit connections to the sanitary sewer. This RFQ selection work builds upon the Plumbing contractor RFQ scope of work contained within previous Work Authorizations.

4.1.2 Pilot Abatement Program Implementation: The building evaluations and smoke testing conducted previously by the AMA team will identify illicit connections to the sanitary sewer. TREKK Design Group will notify the identified property owners on up to three (3) separate occasions in an effort to facilitate the disconnection the illicit connections. The Property Owner's Agreement, Addendums, Disconnect Letters, Disconnect Completion Letters and information packet will be developed by TREKK and approved by the OWNER's legal department. In addition, TREKK shall make up to 3 attempts to reach the property owners by phone to discuss the program and provide information to the property owners and assist the plumbing contractors with scheduling an onsite consultation. TREKK and AMA will assist the authorized plumbing contractors by providing contact information and detailed information pertaining to the disconnection of the illicit connections as identified through building evaluations and deemed to be cost

effective. TREKK and AMA shall conduct verification of the final disconnection and ensure that the property owner is completely satisfied with the remediation efforts. TREKK will utilize electronic forms to update and track the Private I/I disconnect program as the work progresses. The OWNER shall be responsible for all plumber repair costs associated with the disconnection of the illicit plumbing connections. All costs for the repairs shall be agreed to by the Engineer, the City and the Plumbing Contractors before any repairs proceed, and directly invoiced to the City for payment. This scope of work allows for the following number of disconnections of illicit connections in each respective pilot area:

4.1.2.1 Cleveland Avenue Basin: 35 Properties

4.1.2.2 Baker's Branch Basin: 40 Properties

5.1 Post Private I/I Abatement Assessment

5.1.1 Following the completion of the Pilot Private I/I Disconnect Program, the AMA team will conduct a review of the work flow processes, success rates of plumbing evaluations, density and severity of I/I defects and success rates of defect disconnections. In addition, team will reach out to all plumbing contractors near the completion of Pilot Phase to gain input and feedback on the Program's repair process. Questions will be asked regarding the overall Program, repair process, public perception, and ideas/recommendations for improvement. A summary report of the findings will be prepared along with recommendations for future work

6.1 Analysis and Reporting

6.1.1 The AMA team will provide electronic records of all building evaluations completed, and compile a list of each defect identified. Defects shall then be prioritized based upon severity, structural integrity, safety and projected volume of I/I removed. A summary listing of each defect will be completed. A summary report of the results from the building evaluations and remediation recommendations will be provided.

2. TERMS

2.1 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than October 31, 2021.

2.1.1 Utilizing information supplied by Engineer, the OWNER shall make final engineering and planning decisions in a timely manner to support the Engineer's ability to complete the Services according to the project schedule.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2020-2021" for Allgeier, Martin and Associates; and 2021 Compensation for Professional Engineering Services for TREKK Design Group, LLC (TREKK) with a total compensation ceiling of $413,230, as set forth in Work Authorization Number AMA – I&I RP - 004 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Project Management and Administration (Item 2.1.1 and 2.1.2)	$26,222
Public Outreach (Item 2.1.3 and 2.1.4)	$23,852
Pilot Area Internal and External Building Evaluations (Item 3.1)	
Cleveland Avenue Basin (Item 3.1.2.1)	$142,832
Baker's Branch Basin (Item 3.1.2.2)	$161,300
Private I/I Disconnect Program (Item 4.1)	$43,224
Post Private I/I Abatement Assessment (Item 5.1)	$6,668
Analysis and Reporting (Item 6.1)	$9,132
Total Estimated Maximum Fee	$413,230

ATTACHMENT NUMBER TWO

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021

LABOR RATES

Classification	Hourly Billing Rate 01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

---

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

2021 Compensation for Professional Engineering Services[1]
TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.

II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	$180.00/hr - $270.00/hr
Project Manager	$125.00/hr - $240.00/hr
Quality Manager	$125.00/hr - $190.00/hr
Project Coordinator	$ 80.00/hr - $160.00/hr
Industry Specialist	$110.00/hr - $240.00/hr
Asset Manager	$120.00/hr - $190.00/hr
Senior Professional Engineer	$140.00/hr - $240.00/hr
Professional Engineer	$115.00/hr - $220.00/hr
Project Engineer I	$100.00/hr - $175.00/hr
Project Engineer II	$ 90.00/hr - $145.00/hr
Staff Engineer	$ 80.00/hr - $110.00/hr
Project Designer	$ 95.00/hr - $145.00/hr
CADD Technician I	$ 80.00/hr - $125.00/hr
CADD Technician II	$ 55.00/hr - $ 90.00/hr
Office/GIS Technician I	$ 75.00/hr - $130.00/hr
Office/GIS Technician II	$ 60.00/hr - $ 95.00/hr
Office/GIS Technician III	$ 50.00/hr - $ 80.00/hr
Senior Administrator	$ 90.00/hr - $160.00/hr
Administrator	$ 70.00/hr - $ 95.00/hr
Field Manager	$ 80.00/hr - $145.00/hr
Field Technician I	$ 65.00/hr - $115.00/hr
Field Technician II	$ 55.00/hr - $ 95.00/hr
Field Technician III	$ 50.00/hr - $ 80.00/hr
GIS Analyst I	$ 95.00/hr - $160.00/hr
GIS Analyst II	$ 65.00/hr - $110.00/hr
Construction Inspection Manager	$125.00/hr - $190.00/hr
Senior Construction Inspector	$ 90.00/hr - $145.00/hr
Construction Inspector	$ 75.00/hr - $ 95.00/hr
Survey Manager (PLS)	$100.00/hr - $160.00/hr
Professional Land Surveyor (PLS)	$ 90.00/hr - $145.00/hr
Survey Party Chief	$ 75.00/hr - $130.00/hr
LiDAR Technician	$ 75.00/hr - $135.00/hr
Utility Locator	$ 75.00/hr - $130.00/hr
Survey Crew (2 person – 3 person)	$168.00/hr - $228.00/hr
Mobile LiDAR Crew	$1,750.00/hr
Mileage	$00.61.5/mi
Out-of-Pocket Expenses, Supplies, Reproductions, etc	Cost

Note 1: The above hourly rates and unit prices are good through December 31, 2020.

CB 2020-285

Case 046-20: **Preliminary Plat Review** – A request to review the Preliminary Plat of Little Acres Subdivision Replat located at 919 N. Sycamore Rd. – Brad Myers

Mr. Brad Myers, 1933 Glenwood Drive, Joplin, MO, trustee of this property. It has two (2) houses to begin with and then we would like to make three (3) lots out of the property. Two (2) of the lots would have a house and the third lot would not. In order to help make it an easier sale so we can settle the estate.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Myers. There were not. There was not anyone else to speak in favor of this case or opposition of this case.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 046-20 BE APPROVED. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Case 047-20: **Final Plat Review** – A request to review the Final Plat of Little Acres Subdivision Replat located 919 N Sycamore Rd. – Brad Myers

Mr. Brad Myers, 1933 Glenwood Drive, Joplin, MO, trustee of the property. The Myers family is seeking approval for the Replat of Little Acres Subdivision for the purpose of selling the property and settling the estate from his parents. It has two (2) houses to begin with and then we would like to make a third lot out of the property. Two (2) of the lots would have a house and the third lot would be a vacant lot.

Mr. McCullough wanted to know if there was sewer and utilities for the property.

Mr. Myers stated there was and they are all located on Sycamore Rd.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Myers. There were not.
There was not anyone else to speak in favor of this case or opposition of this case.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 047-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: November 9, 2020
City Council Meeting: December 7, 2020

STAFF PLANNING REPORT
Final Plat

CASE 047-20 Final Plat Review

NAME OF SUBDIVISION Little Acres Subdivision Replat

LOCATION: 919 N. Sycamore Rd.

APPLICANT: Brad Myers

PRESENT ZONING: R-1

PRESENT LAND USE: Single-family Residential

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	Religious

SUBDIVISION:

Number of lots
3

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
N. Sycamore Rd.	Local	50'

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

No.

UTILITIES: Existing.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The final plat approval is for Little Acres Subdivision Replat located across the street from College Heights Christian Church. This subdivision will be 3 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Brad Myers is seeking a 3-lot residential subdivision for single-family residential uses located at 919 N. Sycamore Rd. Utilities are already in place to serve all three lots that will be created. All lots meet the minimum lot size requirements for area and width. Each lot will be approximately 3 acres and mirror the dimension and layout of the lots to the North of this property, being approximately 200' wide and 650' deep.

This request stems from an issue in title work created from what seems to be a miscommunication between the City and the County when this property was annexed in in the 1960s. By re-platting this property, Mr. Myers, as well as the City, is cleaning up the issues that have arisen from that communication error and allowing for the property to be sold.

Staff recommends approval of Case 047-20.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 047-20
Date Filed:
Date of Meeting: 11-9-20
Filing Fee:

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

I. Name of Subdivision: LITTLE ACRES SUBDIVISION REPLAT
II. Name of Owner: BRADLEY MYERS, TRUSTEE
III. Name of Subdivider: BRADLEY MYERS
IV. Name of Person who prepared the Plat: LYNN CALTON
V. Date of Hearing:
VI. Location of Property by Streets: SYCAMORE & NEWMAN
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: SINGE FAMILY
IX. No. of Acres in Total Tract: 9.09 No. of Lots: 3

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

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

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. X ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. X ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. X ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. X ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. IF REQUESTED ____

I. Building setback lines on the front and side streets with dimensions. X ____

J. Name and address of the registered land surveyor preparing the plat. X ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. X ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. NON REQUIRED

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? X ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. X ____

B. Dedications or reservations. X ____

C. Surveyor preparing plat. X ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ____ X

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

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

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

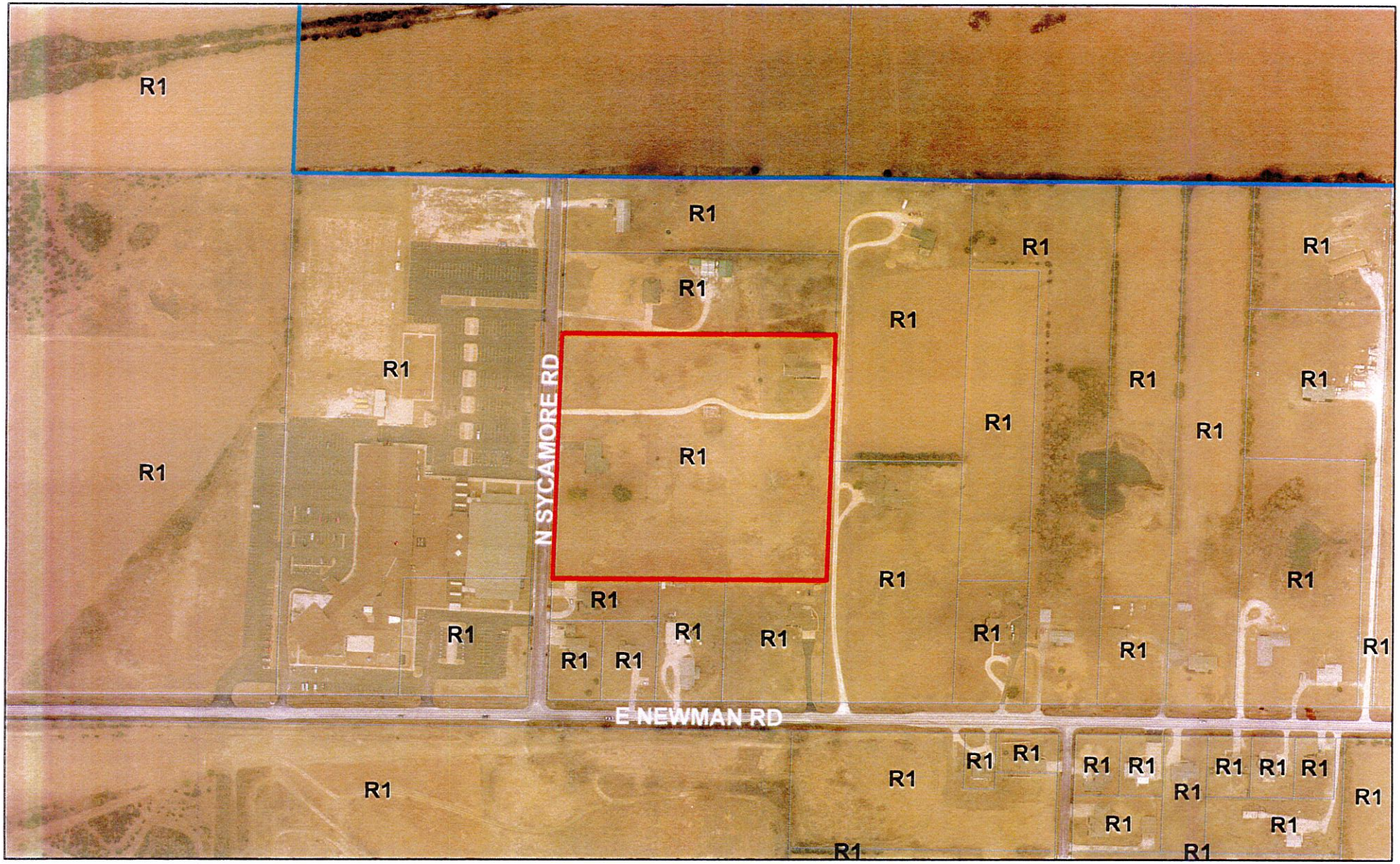
XVI. Are additional comments attached? _____ X

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

[signature] _____
Signature

10-12-2020
Date

Case 047-20: Final Plat Review



Case 047-20: Final Plat Review – A request to review the Final Plat of Little Acres Subdivision Replat located 919 N Sycamore Rd. – Brad Myers

0 170 340 680 1,020 1,360 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-285 – Final Plat Review, Little Acres Subdivision Replat.

MEETING DATE:
December 7, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 047-20: Final Plat Review – A request to review the Final Plat of Little Acres Subdivision Replat located at 919 N Sycamore Rd. – Brad Myers

BACKGROUND:
The final plat approval is for Little Acres Subdivision Replat located across the street from College Heights Christian Church. This subdivision will be 3 residential lots, zoned R-1 Single-Family Residential. Utilities are already in place to serve all three lots that will be created. All lots meet the minimum lot size requirements for area.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Brad Myers, 1933 Glenwood Drive, Joplin, MO, trustee of the property. The Myers family is seeking approval for the Replat of Little Acres Subdivision for the purpose of selling the property and settling the estate from his parents. It has two (2) houses to begin with and then we would like to make a third lot out of the property. Two (2) of the lots would have a house and the third lot would be a vacant lot.

Mr. McCullough wanted to know if there was sewer and utilities for the property.

Mr. Myers stated there was and they are all located on Sycamore Rd.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Planning and Zoning Commission approved 5 in Favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 047-20.

ATTACHMENTS:
CB 2020-285, Planning Report, Commission Minutes, Plat .

P & Z Case 047-20
Brad Myers
(P & Z Recommends Approval)

COUNCIL BILL NO. 2020-285 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Little Acres Subdivision Replat located at 919 N. Sycamore Rd. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 919 N. Sycamore Rd. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

> A Tract of Land located in the Southeast Quarter of the Southwest Quarter of Section 32, T-28-N, R-32-W City of Joplin, Jasper County, Missouri containing 9.09 acres and further described as follows: Commencing at the Southeast corner of said Southwest Quarter, thence north 330 feet to the point of beginning, thence west a distance of 660 feet, thence north a distance of 600 feet, thence east a distance of 660 feet, thence south a distance of 600 feet to the point of beginning, subject to easements.

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LITTLE ACRES SUBDIVISION REPLAT
FINAL PLAT

Know all persons by these presents, that I, undersigned Trustee for the Lois Jean Myers Trust, have caused the same to be surveyed and platted into lots, the same to be known as LITTLE ACRES SUBDIVISION REPLAT, an addition to the City of Joplin, Jasper County, Missouri

Lois Jean Myers Trust
Bradley Myers, Trustee
And Developer
1933 Glenwood Dr.
Joplin, MO 64801

Be it remembered that on this 12th day of October, 2020, before me, a Notary Public in and for Jasper County and State came Bradley Myers to me personally known to the same person who executed the foregoing instrument of writing and duly acknowledged the executed of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written. My commission expires March 25, 2023

Notary Public

I, Lynn B. Calton, a registered land surveyor in the State of Missouri, do hereby certify that the subdivision plat was done in conformance with the State of Missouri Standards for surveys.
Source deed: BK:980, PG: 251

Lynn B. Calton
601 Broadway
Lamar, Mo. 64759
417-682-2996

10-9-2020
Date

LYNN B. CALTON
NUMBER 2007016
LAND SURVEYOR
STATE OF MISSOURI

_____ City Clerk of Joplin, said County and State do hereby certify that the attached plat of LITTLE ACRES SUBDIVISION REPLAT in the City of Joplin, was filed with said city for approval on the _____ day of _____, 20____ and that the same was approved by the Mayor and Council of the City of Joplin by Ordinance # _____ duly passed and approved by this Mayor on the _____ day of _____, 20____ in testimony whereof, I have set my hand and affixed official seal of the City of Joplin, Missouri hereunto this ____ day of _____, 20____

City Clerk | Mayor | Public Works Director

I, _____ Recorder of Deeds of Jasper County, Missouri, do hereby certify that the within instrument of writing was, on the _____ day of _____, 20____ at _____ o'clock and _____ Minutes, duly filed for record in this office, and is recorded of this office in Plat Book _____, Page _____ witness whereof, I have hereunto set my hand and seal this _____ day of _____, 20____

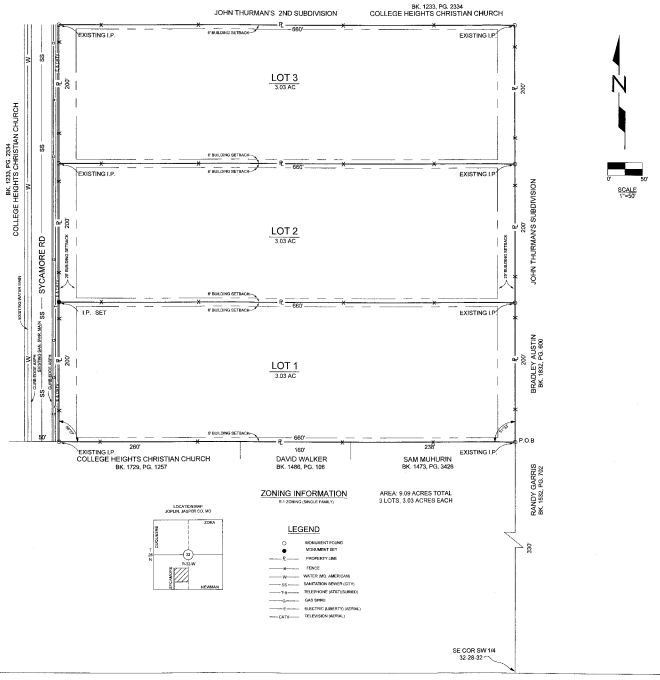
Recorder of Deeds

FLOODPLAIN STATEMENT

Subdivision is located outside the boundary of the 100 year floodplain per Jasper County FEMA FIRM Panel No. 29097C0277E, 11-02-12.

DESCRIPTION

A Tract of Land Located in the Southeast Quarter of the Southwest Quarter of Section32, T-28-N, R-32-W City of Joplin, Jasper County, Missouri containing 9.09 acres and further described as follows: Commencing at the Southeast corner of said Southwest Quarter, thence north 330 feet to the point of beginning, thence west a distance of 660 feet, thence north a distance of 600 feet, thence east a distance of 660 feet, thence south a distance of 600 feet to the point of beginning, subject to easements of record.



N

0 50'
SCALE
1" = 50'

ZONING INFORMATION
R-1 ZONING (SINGLE FAMILY)

AREA: 9.09 ACRES TOTAL
3 LOTS, 3.03 ACRES EACH

LOCATION MAP
JOPLIN, JASPER CO., MO

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- PROPERTY LINE
- FENCE
- WATER (WS - AMERICAN)
- SANITATION SEWER (STY)
- TELEPHONE (AT&T) (SUBRIE)
- GAS (MRE)
- ELECTRIC (LIBERTY) (ASTRAL)
- CATV (TELEVISION (ASTRAL))

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-530 – Approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District (CID).

MEETING DATE
December 7, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-530 Ordinance; Exhibit "A" Amended Petition to Amend Boundaries and Remove Property; Map of Property

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 remove property from 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 remove property from the CID. This property is adjacent to the existing CID property and share substantially the same characteristics as the original property. This is the property that is being annexed in Council Bill 2020-529.

Upon completion of the street infrastructure improvements as set forth in the redevelopment plan the property will be deannexed from the CID. As such, this ordinance will not become effective until such time as the alignment of Hammons Boulevard is completed and accepted by the City.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2020-530 ORDINANCE NO.

AN ORDINANCE approving a Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and setting a date when this Ordinance shall become effective.

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 by 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, including improvements to Hammons Boulevard, which is currently a private road that intersects with Range Line Road on the western boundary of the District and with 32nd Street on the northern boundary of the District; and

WHEREAS, a portion of the existing northern section of Hammons Boulevard, including its intersection with 32nd Street, is intended to be vacated and replaced with new and re-aligned Hammons Boulevard. Upon completion, the Hammons Boulevard improvements will be dedicated to the City; and

WHEREAS, pursuant to Section 67.1441.1 of the CID Act, an owner of property seeking to remove its property from the District signed a petition, which petition was consented to by the District's Board of Directors by Resolution 2020:09 dated October 28, 2020; and

WHEREAS, a Petition to Amend Boundaries and Remove Property from the District was filed with the City Clerk on October 29, 2020, (the "Deannexation Petition"), a copy of the Deannexation Petition is attached hereto as **Exhibit A**; and

WHEREAS, the Deannexation Petition requests that the City Council amend the District's boundaries by removing one (1) tract, as legally described and depicted in **Exhibit B** attached hereto (the "Deannexed Property"); and

WHEREAS, the Deannexed Property is that portion of the existing Hammons Boulevard that crosses the site of a proposed Menards store and was annexed into the District by Ordinance No. _____ dated December 7, 2020, to enable the District to utilize District funds to assist in the re-alignment of Hammons Boulevard. Once the Hammons Boulevard improvements are complete and accepted by the City, the Deannexed Property it will no longer be necessary for the Deannexed Property to be in the District; and

WHEREAS, the City Clerk verified that the Deannexation Petition substantially complies with the CID Act, submitted the verified Deannexation 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 Deannexation Petition were withdrawn within seven (7) days after the Deannexation Petition was filed with the City Clerk; and

WHEREAS, all of the Deannexed Property is located within the City of Joplin; and

WHEREAS, on December 7, 2020, 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 Deannexation Petition and amend the District's boundaries by removing the Deannexed Property from the District and make such other findings as necessary, subject to the completion and acceptance of the Hammons Boulevard improvements by the City.

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 Deannexation Petition.

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

Section 3. The boundaries of the District are amended to exclude the Deannexed Property in accordance with Section 67.1441.1 of the CID Act and the Deannexation Petition, subject, however, to the completion of the Hammons Boulevard improvements and the City's acceptance thereof, as described in Section 6 below. On the effective date of this Ordinance as described in Section 6 below, the boundaries of the District, as amended by the removal of the Deannexed Property, will be contiguous.

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

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

Section 6. This Ordinance relating to the amendment of the District's boundaries to remove the Deannexed Property, if passed, adopted and approved by the Mayor, shall become effective on the date that the new alignment of Hammons Boulevard is completed and accepted by the City, as evidenced by a Certificate of Completion signed by the District and the City and filed with the City Clerk or such other instrument as the District and the City may mutually agree conclusively establishes the completion of the Hammons Boulevard improvements and the City's acceptance thereof. On such completion and acceptance date, this Ordinance shall become effective and the boundaries of the District shall then be amended to exclude the Deannexed Property.

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

of _____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

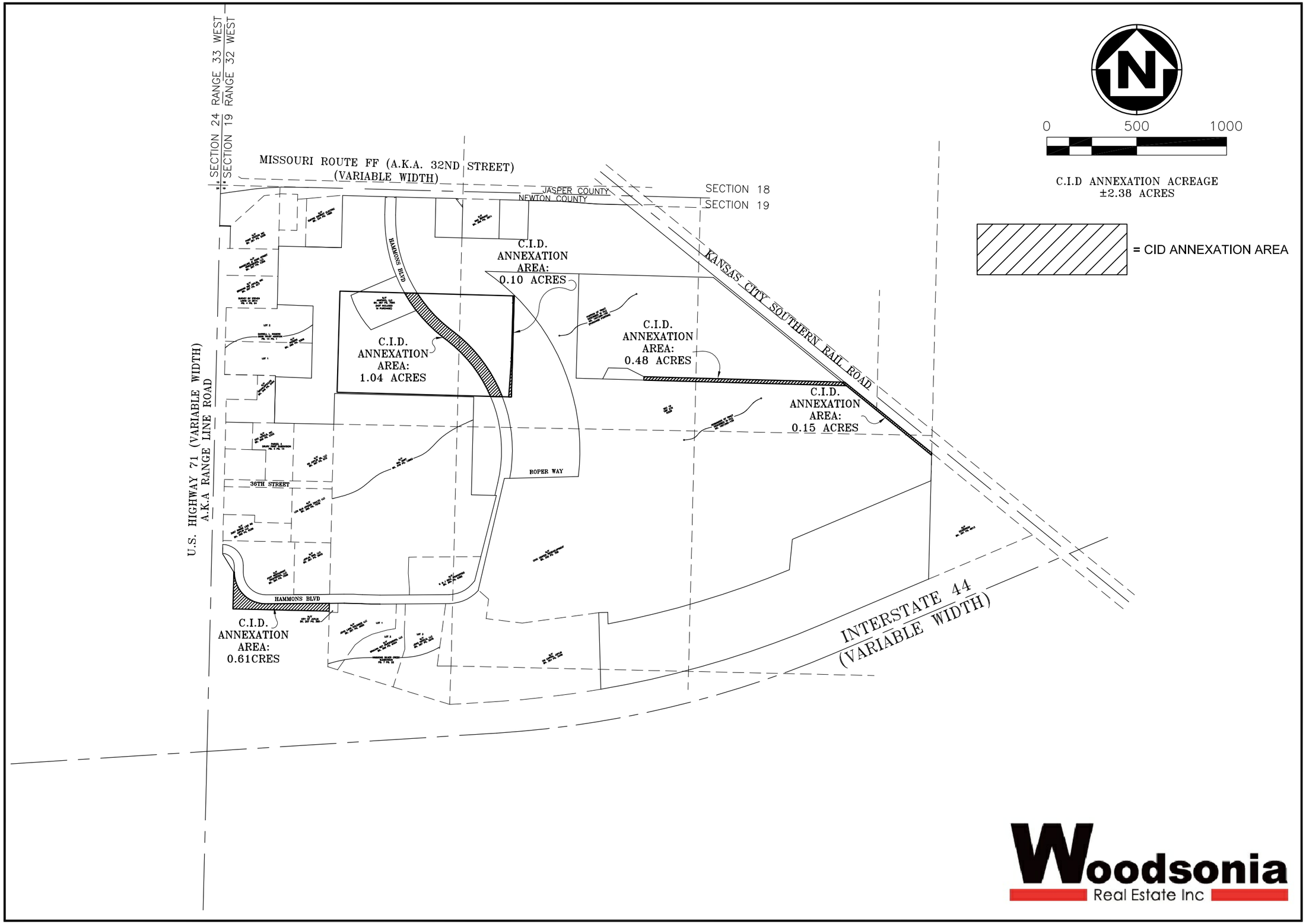
Amended Petition to Amend Boundaries and Remove Property

Exhibit B

Legal Description and Maps of Property to be Removed

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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

MAPS SHOWING PROPERTY TO BE REMOVED AND FULL BOUNDARY MAP WITH DEANNEXED PROEPRTY REMOVED ATTACHED ON FOLLOWING PAGES



Woodsonia Real Estate Inc

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A* KANSAS CITY, MO 64145* PHONE (816) 777-3400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	C-62
DATE:	2020-11-04
FIELD BOOK:	
JOB NUMBER	20JO10011

NO.	DESCRIPTION	BY	DATE
1	ADDED EXCLUSION TRACT	KRB	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Nov 04, 2020 - 10:42am Plotted By: kbold G:\Shared drives\KCTO - Land Development\Projects\2020\20KCTO060 JQ Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID ANNEXATION.DWG Layout: WOODSONIA CID ANNEXATION

EXHIBIT "A"

PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

CITY OF JOPLIN, MISSOURI

Submitted October 29, 2020

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION OF DISTRICT

EXHIBIT B MAP OF DISTRICT

EXHIBIT C LEGAL DESCRIPTION OF ADJACENT PROPERTY TO BE REMOVED FROM DISTRICT AND LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY REMOVAL

EXHIBIT D MAP OF ADJACENT PROPERTY TO BE REMOVED AND MAP OF DISTRICT AFTER PROPERTY REMOVAL

EXHIBIT E CID RESOLUTION NO. 2020-09

PETITION TO AMEND BOUNDARIES AND REMOVE PROPERTY FROM 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 District was formed to acquire property and to fund certain public improvements, including, among other improvements, the construction of a re-aligned Hammons Boulevard, which 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, and the construction of three regional detention basins as part of a larger redevelopment project.

To enable the District to undertake the planned public improvements in accordance with the Act, a separate petition to add the following tracts to the District is being submitted to the City contemporaneously with this Petition: (a) a portion of Hammons Boulevard; and (b) two narrow tracts (both to be included in the platted Tract for construction of one of the planned regional detention basins).

That portion of Hammons Boulevard to be added to the District ("**Adjacent Property**") runs through a tract, which tract is the location of a proposed Menards store ("**Carved-Out Tract**"). To facilitate development of the Carved-Out Tract, JDHQ Land Holding, LLC, a Delaware limited liability company ("**Petitioner**"), and the owner of the Adjacent Property as of the date Petitioner JDHQ Land Holding, LLC signed this Petition, desires to remove the Adjacent Property from the District as permitted under the Act. It is anticipated that the District will acquire the Adjacent Tract after the Adjacent Tract has been added to the District as part of the District's project described in the Formation Petition and that the District will be the owner of the Adjacent Property at the time that the planned improvements to Hammons Boulevard are complete. The Adjacent Property, together with other sections of the existing Hammons Boulevard, will be vacated at such time as the planned improvements to re-align Hammons Boulevard are complete, at which time the improved and re-aligned Hammons Boulevard will be dedicated to the City.

As the future contingent owner of the Adjacent Property, the District has also signed this Petition. At such time as the District acquires the Adjacent Property, the District will be included in the definition of Petitioner for all purposes under this Petition. The District also desires for the Adjacent Property to be removed from the District once preconditions for removal, as the City may establish, have been met.

Petitioner JDHQ Land Holding, LLC is the current owner of the Adjacent Property and Petitioner 32nd Street Place Community Improvement District is the future contingent owner of the

Adjacent Property and both request that the boundaries of the District be amended by removing the Adjacent Property from the District pursuant to Section 67.1441.1, RSMo, which provides that:

Upon the written request of any real property owner within the district, the governing body of the municipality may hold a public hearing for the removal of real property from a district and such real property may be removed from such district by ordinance, provided that:

(1) The board consents to the removal of such property;

(2) The district can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

(3) The public hearing is conducted in the same manner as required by section 67.1431 with notice of the hearing given in the same manner as required by section 67.1431 and such notice shall include:

(a) The date, time and place of the public hearing;

(b) The name of the district;

(c) The boundaries by street location, or other readily identifiable means if no street location exists of the real property proposed to be removed from the district, and a map illustrating the boundaries of the existing district and the real property proposed to be removed; and

(d) A statement that all interested persons shall be given an opportunity to be heard at the public hearing.

Petitioner is the owner of more than fifty percent (50%) by assessed value of the Adjacent Property proposed to be removed from the District, and (2) comprises more than fifty (50%) per capita of all owners of the Adjacent Property proposed to be removed from the District.

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 without the Adjacent Property is attached hereto as **Exhibit C**. A map of the amended boundaries of the District without the Adjacent Property is attached hereto as **Exhibit D**. The District, including the removal of the Adjacent Property proposed to be removed from 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**

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**").

5. **Total Assessed Value of Adjacent Property**

The Adjacent Property comprises only a portion of a larger tax identification parcel owned by JDHG Land Holding, LLC. Based on an analysis of the assessed value of the property owned by the Petitioner as reported by Newton County, the total estimated assessed value of all real property located within the Adjacent Property is approximately $1,073.

6. **Determination of Blight, Blight Remediation and Public Purpose as to Adjacent Property**

Petitioner requests that the City Council take notice of the Ordinance, finding, among other things, that the District area described in the Formation Petition 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 find that the Adjacent Property is also a blighted area under Section 67.1401.2(3)(b), RSMo, of the Act. The Adjacent Property is adjacent to the District and shares substantially similar characteristics as the remainder of the District area that was found to be a blighted area in the Ordinance.

In order for the District to be able to acquire the Adjacent Property and 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 Projects and District Services - Sales Tax**

Upon the removal of the Adjacent Property from the District, the Adjacent Property shall no longer be subject to the District's projects or the District's sales tax.

8. Severability / Exhibits

It is the intention of 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 removing the Adjacent Property from the District is necessary under the Act. Upon adoption by the Board of Directors of the District, a copy of the District's resolution consenting to and approving the removal of the Adjacent Property will be attached hereto as **Exhibit E**.

10. Request for Boundary Amendment and Removal of the Adjacent Property

By execution and submission of this Petition, Petitioner respectfully requests that the City Council amend the boundaries of the District by removing the Adjacent Property from the District.

11. No Other Amendments

Except as provided in this Petition, the Petition does not request any other changes or amendments to the Formation Petition.

12. District Obligations

Petitioner states that the District can meet its obligations without the revenues generated by or on the Adjacent Property after removal.

[Remainder of page intentionally left blank; signature pages immediately follow]

Signature Page for Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner	JDHQ Land Holdings, LLC
Owner's Telephone Number	~~(678) 762-0005~~ (480) 222-6035
Owner's Mailing Address **	~~12735 Morris Road Ext., Suite 400, Alpharetta, GA 30004~~
Name of Signer	~~Christopher S. Pawelko~~ John Casale
Signer's Legal Authority to Sign	~~Vice President~~ Authorized Signatory
Signer's Telephone Number	~~(678) 762-0005~~ (480) 222-6035
Signer's Mailing Address **	~~12735 Morris Road Ext., Suite 400, Alpharetta, GA 30004~~
Type of Entity	Delaware limited liability company
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

JDHQ Land Holdings, LLC

By: _____
~~Christopher S. Pawelko, Vice President~~ John Casale Authorized Signatory

Date: October 23, 2020

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on this 23rd day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *~~Christopher S. Pawelko, Vice President~~ of JDHQ Land Holdings, LLC a Delaware limited liability company, who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company. *John Casale, Authorized Signatory

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

Michelle Tyner Brunk
NOTARY PUBLIC

My Commission Expires: 12/07/2022

**2398 E. Camelback Rd., Suite 1000
Phoenix, AZ 85016

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

Signature Page for Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Petition to Amend Boundaries and Remove Property From the 32nd Street Place Community Improvement District:

Name of Owner (contingent)	32nd Street Place Community Improvement District
Owner's Telephone Number	(816) 753-9200
Owner's Mailing Address	4510 Belleview Avenue, Suite 300 Kansas City, MO 64111
Name of Signer	Giltner B. Stevens
Signer's Legal Authority to Sign	Chairman
Signer's Telephone Number	(417) 659-7560
Signer's Mailing Address	619 Florida Avenue Joplin, MO 64801
Type of Entity	Political Subdivision
Map, Parcel Number and Assessed Value of Each Tract of Adjacent Property Owned	See following page

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.

32nd Street Place Community Improvement District

By: _____
Giltner B. Stevens, Chairman
Date: October 28, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

BE IT REMEMBERED, that on this 28th day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Giltner B. Stevens, Chairman of 32nd Street Place Community Improvement District, who executed the within instrument on behalf of said political subdivision and such person duly acknowledged the execution of the same to be the act and deed of said political subdivision.

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: 8-13-24

EMILY PINK
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 13, 2024
Commission #20684405

Map #	Parcel ID	Address	AV 2020 Land Improvements
1	04-4.0-19-000-000-005.000	No address assigned	$1,073[1]
	Total		**$1,073**

PETITIONER'S PERCENTAGE OF TOTAL ADJACENT PROPERTY ASSESSED VALUE:

Total AV Petitioner's Property		**$1,073**
Total AV Adjacent Property		**$1,073**
Percentage of Total AV		**100%**

[1] The Adjacent Property is a portion of the Petitioner JDHQ Land Holdings, LLC's property identified as parcel number 04-4.0-19-000-000-005.000 and the Adjacent Property is not by itself a separate tax identification parcel. The assessed value of the Adjacent Property is estimated based on an analysis of the assessed value of the property identified as parcel number 04-4.0-19-000-000-005.000 as reported by Newton County.

CLERK'S RECEIPT OF PETITION

29th This Petition was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of October _____, 2020.

Barbara J. Gollhofer
City Clerk

[SEAL]

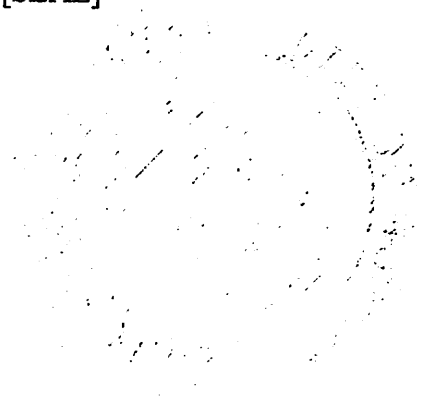


EXHIBIT A
CURRENT LEGAL DESCRIPTION OF DISTRICT

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

{32140 / 66780; 678672. }

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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

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

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

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 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING

45,314.80 SQ. FEET (1.04 ACRES) AND DESCRIBING THE ADJACENT PROPERTY TO BE **REMOVED FROM** THE DISTRICT.

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 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

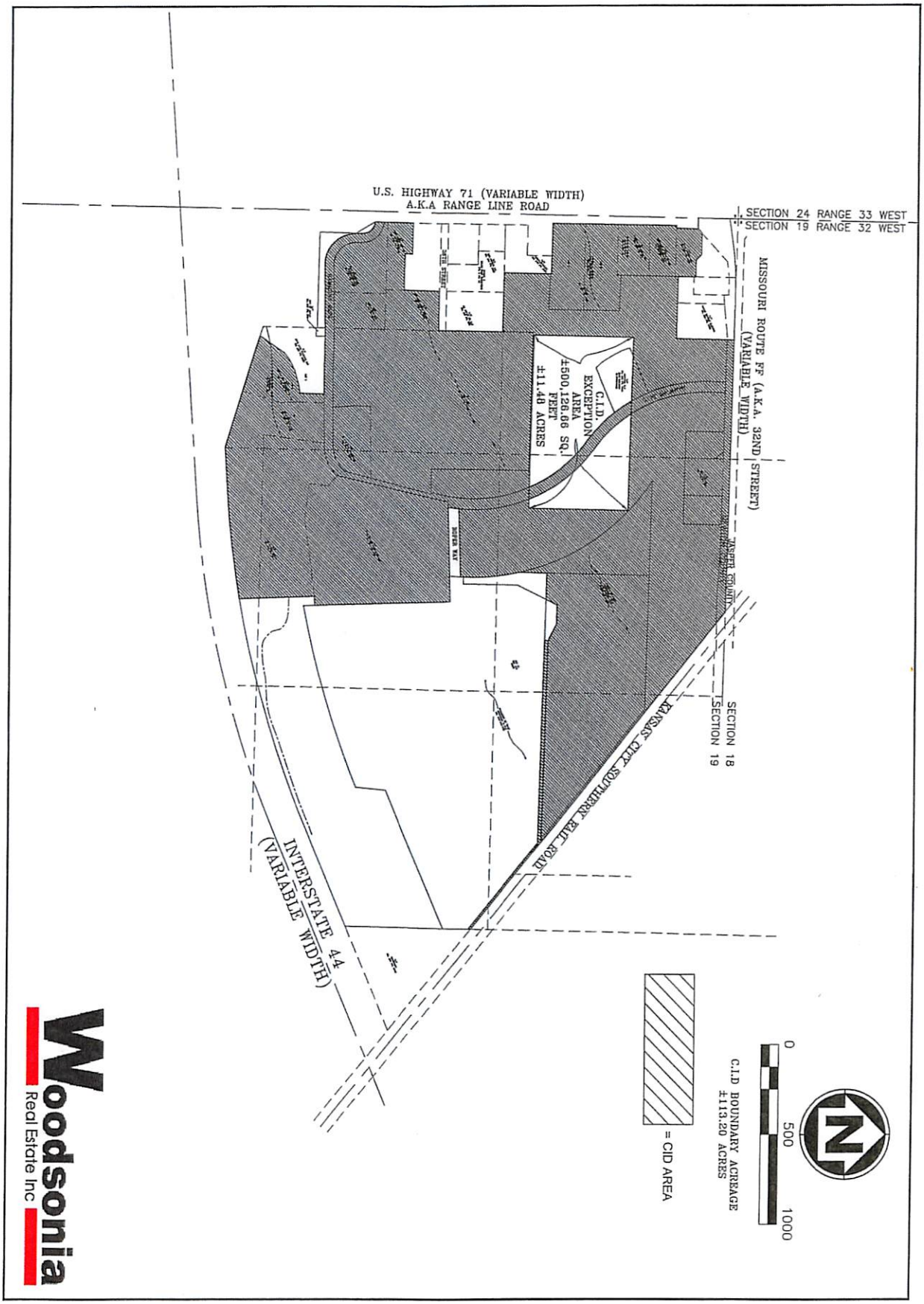
ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 116.54 ACRES, MORE OR LESS.

EXHIBIT B
CURRENT MAP OF DISTRICT

Oct 19, 2020 - 2:48pm Plotted By: Kirk G:\Shared drives\ECTO - Land Development\Projects\2020\20JO10011 JG Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY.DWG Layout: WOODSONIA CID BOUNDARY



Woodsonia Real Estate Inc

SHEET NUMBER: 02

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
	ADDED ANNEXATION TRACTS	KRB		LICENSE NO.	LC-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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 REMOVED

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

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)

THE ABOVE DESCRIBED TRACTS OF LAND, IN TOTAL, CONTAIN 115.50 ACRES, MORE OR LESS.

EXHIBIT D
MAP OF DISTRICT WITH ADJACENT PROPERTY REMOVED

Oct 20, 2020 - 8:13am Plotted By: kbell G:\Shared drives\KC10 - Land Development\Projects\2020\20JO10011 JD Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY DEANNEXATION MENARDS ONLY.DWG Layout: MENARDS DEANNEXATION ONLY

WOODSONIA REAL ESTATE INC.

CID DEANNEXATION (MENARD'S ONLY)

CITY OF JOPLIN
NEWTON NEWTON COUNTY, MISSOURI

SHEET NUMBER
____ OF ____

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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

Oct 20, 2020 – 9:11am Plotted By: kbild C:\Shared drives\XTO – Land Development\Projects\2020\20JO10011 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID BOUNDARY.DWG Layout: WOODSONIA CID BOUNDARY

Woodsonia Real Estate Inc

SHEET NUMBER

OF

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

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 E
DISTRICT RESOLUTION

RESOLUTION NO. 2020-09

THE 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES AND REMOVAL OF ADJACENT PROPERTY FROM THE DISTRICT; AUTHORIZING SUBMISSION OF A 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 ("Formation 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 the construction of improvements to and re-alignment of Hammons Boulevard and the construction of three 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, by Resolution No. 2020-08 dated October 28, 2020, the District consented to the addition of certain property to the District as described in the Petition to Amend Boundaries and Add Property to the District ("Annexed Property") signed by the owners of such property in accordance with the Act, subject to approval of the City;

WHEREAS, that portion of Hammons Boulevard that crosses the location of a proposed Menards store ("Adjacent Property") was approved for addition to the District by Resolution No. 2020-08;

WHEREAS, the Adjacent Property is legally described on the attached Exhibit C and depicted on the map attached as Exhibit D;

WHEREAS, the Adjacent Property is part of a tract ("Carved-Out Tract") that was intentionally carved out of the District at the time of its formation. To facilitate development of the Carved-Out Tract, JDHQ Land Holdings, LLC, a Delaware limited liability company ("JDHQ"), the current owner of the Adjacent Property, desires to remove the Adjacent Property from the

District as permitted under the Act once certain preconditions, as the City may establish, have been satisfied;

WHEREAS, it is anticipated that the District will acquire the Adjacent Tract after the Adjacent Tract has been added to the District as part of the District's project described in the Formation Petition. The Adjacent Property, together with other sections of the existing Hammons Boulevard, will be vacated at such time as the planned improvements to re-align Hammons Boulevard are complete, at which time the improved and re-aligned Hammons Boulevard will be dedicated to the City;

WHEREAS, at such time as the District acquires the Adjacent Property, the District will be included in the definition of Petitioner for all purposes under the petition to remove the Adjacent Property from the District;

WHEREAS, Section 67.1441.1, RSMo, provides that, with the consent of the Board of Directors, real property may be removed from 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;

WHEREAS, the District is in receipt of the Petition to Amend Boundaries and Remove Property From the District signed by JDHQ to remove the Adjacent Property from the District; and

WHEREAS, the District desires to (a) approve and consent to the amendment of the District's boundaries by removing the Adjacent Property, (b) sign the Petition to Amend Boundaries and Remove Property From the District as the future contingent owner of the Adjacent Property, and (c) to submit the Petition to Amend Boundaries and Remove Property From the District 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 Petition to Amend Boundaries and Remove Property From the District and the Board of Directors approves and consents to the amendment of the District's boundaries by removing the Adjacent Property from the District.

2. The Board of Directors finds that the District will be able to meet its obligations without the revenues generated by or on the Adjacent Property after the Adjacent Property has been removed from the District.

3. The Petition to Amend Boundaries and Remove Property From the District 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 owner of the Adjacent Property. In addition, the District, as the future contingent owner of the Adjacent Property, is authorized and directed to sign the Petition to Amend Boundaries and Remove Property From the District.

At such time as the District acquires the Adjacent Property, the District shall be deemed to be included in the definition of Petitioner for all purposes under the Petition to Amend Boundaries and Remove Property From the District.

4. The District's officers and legal counsel are authorized and directed to submit the Petition to Amend Boundaries and Remove Property From the District to the City Clerk for approval by the City Council of the City of Joplin, Missouri following a public hearing in accordance with the Act.

5. Upon the removal of the Adjacent Property from the District, the Adjacent Property shall be no longer subject to the District's projects and or the District's sales tax.

6. 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, including, without limitation, taking steps as such officers deem necessary or desirable to satisfy any preconditions as the City may establish to the removal of the Adjacent Property from the District.

7. This Resolution shall take effect immediately.

Adopted October 28, 2020.

Giltner B. Stevens, Chairman

ATTEST:

Becky Ziegler, Records Custodian

EXHIBIT A

Legal Description of Current District Boundaries

WOODSONIA CID BOUNDARY DESCRIPTION – 2020-06-29

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

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

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

EXHIBIT B

Map of Current District Boundaries

Woodsonia Real Estate Inc

SHEET NUMBER

____ OF ____

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	APPROVED OCT 19, 2020	KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
911 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT C

Legal Description of Adjacent Property

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE 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 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 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 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING.** CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

EXHIBIT D

Map of Adjacent Property

Oct 20, 2020 – 9:13am Plotted By: Matt G:\Shared drives\YCIG – Land Development\Projects\2020\20JO10011 JC Hammond Large Scale Development\CID SURVEY\DRAWINGS\CID BOUNDARY DEANNEXATION MENARDS ONLY.DWG Layout: MENARDS DEANNEXATION ONLY

Woodsonia
Real Estate Inc

SHEET NUMBER
OF

WOODSONIA REAL ESTATE INC.
CID DEANNEXATION
(MENARD'S ONLY)
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER:	20JO10011

© COPYRIGHT ANDERSON ENGINEERING, INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
541 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC-62

Woodsonia Real Estate Inc

SHEET NUMBER

OF

WOODSONIA REAL ESTATE INC.

CID BOUNDARY

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	C-62
				DATE:	2020-10-19
				FIELD BOOK:	
				JOB NUMBER	20JO10011

© COPYRIGHT ANDERSON ENGINEERING INC. 2019

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
6411 NE 141ST TERR, STE A • KANSAS CITY, MO 64161 • PHONE (816) 777-0400
A LEED-CED MISSOURI ENGINEERING & SURVEYING CORPORATION • LC-62

COUNCIL BILL NO. 2020-613 ORDINANCE NO.

AN ORDINANCE approving the applications of Ozark Christian College for marketing their 2021 Conference Series; Active Lifestyles' Joplin Memorial Run; Rufus Racing LLC for the Summer Roundup Triathlon; Elevate the Chains, for their Moving the Chains football clinic and games; JOMO Pride Inc., for JOMO Pride; Four State Trucks, for Guilty by Association; and Carl Junction Chamber of Commerce for the 24th Annual Bluegrass Festival for utilization of FY21 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Ozark Christian College for marketing their 2021 Conference Series in the amount of Twelve Thousand Five Hundred dollars ($12,500); Active Lifestyles' Joplin Memorial Run in the amount of Six Thousand Five Hundred dollars ($6,500); Rufus Racing LLC for the Summer Roundup Triathlon in the amount of Five Thousand dollars ($5,000); Elevate the Chains, for their Moving the Chains football clinic and games in the amount of Fourteen Thousand Five Hundred dollars ($14,500); JOMO Pride Inc., for JOMO Pride in the amount of Four Thousand Eight Hundred and Ninety-Five dollars ($4,895); Four State Trucks, for Guilty by Association in the amount of Twenty-Five Thousand dollars ($25,000); and the Carl Junction Chamber of Commerce for the 24th annual Bluegrass Festival in the amount of Three Thousand dollars ($3,000), for utilization of Fiscal Year 2021 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

#1 FY2021

Organization:	Kiwanis Club of Joplin
Project:	**Joplin Arts Fest**
Dates:	**Sept 17 & 18, 2021**
Event location:	Mercy Park, Joplin
Projected attendance:	3,000-5,000
Estimated # of room nights:	20
Estimated # of day trippers:	2,000
Target audience:	Individuals interested in visual and perfroming arts events, Farmer's market and handcrafted items.
Market origin of attendees:	4-state region plus surrounding art markets to include KC, Fayetteville, OK City, Lawrence and Topeka.
Amount requested:	**$ 15,000.00**
Portion of budget:	26% of budget is represented by grant request
Funds requested for:	**Marketing (Digital 1), $6,000** **Marketing (Digital 2), $9,000**
Funding history:	FY20 E Grant - $7,500 FY19 E/A Grant - $6,000 FY18 E/A Grant - $3,375 FY17 CVB Funding, $2,000
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	
Special Instructions/Notes:	**Scored 47.1% out of 100 possible.** **Board Recommendation: $00**

#2 FY2021

Organization:	Ozark Christian College
Project:	**2021 Conference Marketing**
Dates:	**2021 Conference Series**
Event location:	Ozark Christian College
Projected attendance: see legend below	PT = 800 (74th year)(Feb 22-24, 2021) WC = 500 (65th year)(April 9-10, 2021) GW = 800 (53rd year)(Sept 24-25, 2021) TE = 800 (53rd year)(Nov 5-6, 2021) TT = 320 (10th year)(25x in 2020-2021)
Estimated # of room nights:	PT = 150 WC = 50 GW = Teens on campus TE = 250 TT = 50
Estimated # of day trippers:	PT = 300 WC = 100 GW = 123 TE = 59 TT = 160
Target audience:	PT: Pastoral leaders, church leadership, OCC Alum. WC: Women in pastoral roles GW: Youth pastors, youth & student leaders TE: Youth pastors, youth & student leaders TT: Youth pastors, youth & student leaders
Market origin of attendees:	Regional -Joplin, Tulsa, Texas, St Louis and more
Amount requested:	**$ 25,000.00**
Portion of budget:	11% of budget is represented by grant request
Funds requested for:	**Honorariums, $8,000** **Marketing (Printing), $3,000** **Marketing (Video), $2,000** **Marketing (Social), $9,000** **Mailing Postage, $3,000**
Funding history:	FY20 M Grant - $17,500 FY19 E/A Grant - $12,500 FY18 E/A Grant - $12,345
Social media program:	Facebook and Website
Type grant request:	MARKETING GRANT
JCVB Staff Notes	Preaching & Teaching Conf (PT) Women's Conference (WC) Getaway (teen event) (GW) The Event (teen event) (TE) Tuesday Tour (TT)
Special Instructions/Notes:	Scored 85.4% out of 100 possible. Board Recommendation: $12,500

#3 FY2021

Organization:	Downtown Joplin Alliance
Project:	**2021 Marketing Campaign (Empire)**
Dates:	**2021 Event Marketing**
Event location:	Downtown Joplin and Empire Market
Projected attendance:	82,150 annually
Estimated # of room nights:	400 annually
Estimated # of day trippers:	15,980 annually
Target audience:	Various based on event
Marketing reach:	Regionally, plus visitors to Joplin
Amount requested:	**$ 10,900.00**
Portion of budget:	46% of budget is represented by grant request
Funds requested for:	**Marketing & promotions of events, activities and vendors at the Empire Market, $9,500** **Outdoor improvements for curbside impression and outdoor gathering options for social distancing, $1,400**
Funding history:	FY20 M Grant - $3,000 FY19 E/A Grant - $8,000 FY18 E/A Grant - $5,302
Social media program:	Facebook and Website
Type grant request:	MARKETING GRANT
JCVB Staff Notes	8 Third Thursday Events 12 First Friday Wine Share (local networking) 52 Empire Market Themed Weekends Market Festivals Holiday Experience/Small Business Saturday Annual Downtown Sidewalk Sale
Special Instructions/Notes:	**Scored 50.3% out of 100 possible.** **Board Recommendation: $00**

#4 FY2021

Organization:	Historic Murphysburg Preservation, Inc.
Project:	**Murphysburg 150th Celebration**
Dates:	**May to Sept 2021**
Event location:	Historic Murphysburg
Projected attendance:	2,000 annually
Estimated # of room nights:	20
Estimated # of day trippers:	1,200
Target audience:	Couples and Familes, Route 66 Travelers
Market origin of attendees:	Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield. Other communities with Historic Neighborhood Tours.
Amount requested:	**$ 15,825.00**
Portion of budget:	46% of budget is represented by grant request
Funds requested for:	**Photographer, $1,000** **Marketing (Print Ads), $4,250** **Marketing (Social & Fees), $4,700** **Wayfinding Banner, $4,875** **Web Support, $1,000**
Funding history:	FY19 E/A Grant $3,000 (CVB budget) FY19 M Grant $1,000 FY18 E/A Grant $5,729 FY17 E/A Grant $8,335 FY16 E/A Grant $6,375
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	
Special Instructions/Notes:	**Scored 36.0% out of 100 possible.** **Board Recommendation: $00**

#5 FY2021

Organization:	Active Lifestyle
Project:	**Joplin Memorial Run**
Dates:	**May 21 & 22, 2021**
Event location:	Joplin, Memorial Hall, MSSU and Joplin neighborhoods
Projected attendance:	2,062 runners, 545 volunteers and 4,500 spectators
Estimated # of room nights:	91 for 2018
Estimated # of day trippers:	1,326
Target audience:	Marathon running community (58% women/42% men)
Market origin of attendees:	Runners from 29 states, Canada & Germany participated in 2018, 11% came >70 mile away.
Amount requested:	**$ 15,000.00**
Portion of budget:	10.3% of budget is represented by grant request
	Design Cost, $3,500 **Finisher Items, $9,000** **Video Production, $1,500** **Marketing (Social), $4,000**
Funding history:	FY19 E/A Grant - $10,000 FY18 E/A Grant - $12,195 FY17 E/A Grant - $15,000 FY16 E/A Grant - $15,000 FY15 S.E. Grant - $14,000 FY14 S.E. Grant - $20,000 FY13 S.E. Grant - $19,500 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $10,000 (as Boomtown Run) FY10 S.E. Grant - $10,000 (as Boomtown Run) FY09 S.E. Grant - $10,567 (as Boomtown Run)
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	Walk of Silence Kid's Run 5K and Half-Marathon Distances #4 Run in Missouri
Special Instructions/Notes:	**Scored 77.5% out of 100 possible.** **Board Recommendation: $6,500**

#6 FY2021

Organization:	Rufus Racing LLC
Project:	**Summer Roundup Triathlon**
Dates:	**July 10 & 11, 2021**
Event location:	Scroggs Lake (near Jasper)
Projected attendance:	325 racers, 75 volunteers, 350 spectators
Estimated # of room nights:	40-60
Estimated # of day trippers:	380 racers and spectators
Target audience:	Swimming, Cycling and Running (Triathalon) athletes
Market origin of attendees:	CA, TX, DE, WY, GA, IL, OK, OH, KS, MO, AR, WI, IA, FL, TN, CO, NM, NY, NV, NE (11 state avg ea yr).
Amount requested:	**$ 8,015.00**
Portion of budget:	36% of budget is represented by grant request
Funds requested for:	**Creative Design, $500** **Marketing (Video), $1,000** **Text Message Service, $1,350** **Marketing (Social) $1,500** **Google Geofencing & SEO, $2,500** **Swag, $4,000** **Operation & Awards, $4,685** **Prize Money (Top 3), $1,500**
Funding history:	FY19 E/A Grant – $7,500 FY18 E/A Grant – $11,610 FY17 E/A Grant – $15,000 FY16 E/A Grant – $15,000 FY15 S.E. Grant – $8,000 FY14 S.E. Grant – $12,500 FY13 S.E. Grant - $12,625 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	13th Annual
Special Instructions/Notes:	**Scored 73.7% out of 100 possible.** **Board Recommendation: $5,000**

#7 FY2021

Organization:	Elevate the Game
Project:	**Moving the Chains (Football clinic/games)**
Dates:	**May 28-30, 2021**
Event location:	Joplin, MSSU, Loma Linda, Downstream
Projected attendance:	2,540
Estimated # of room nights:	1,500
Estimated # of day trippers:	TBD
Target audience:	NFL Football enthusiasts
Market origin of attendees:	Nationwide
Amount requested:	**$ 47,000.00**
Portion of budget:	35% of budget is represented by grant request
Funds requested for:	**Celebrity Fees, $14,500** **Awards/Prize Money, $2.500** **Facility Rentals, $15,000** **Colligate Scouts, $5,000** **Marketing, $10,000**
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	EVENT GRANT
JCVB Staff Notes	New event
	Scored 90.8% out of 100 possible. Board Recommendation: $14,500

#8 FY2021

Organization:	JOMO Pride, Inc.
Project:	**JOMO Pride**
Dates:	**August 28 & 29, 2021**
Event location:	Joplin
Projected attendance:	3,000+
Estimated # of room nights:	25-30
Estimated # of day trippers:	1,900
Target audience:	Regional
Marketing reach:	Missouri metro markets, plus regionally
Amount requested:	**$ 4,895.00**
Portion of budget:	51.6% of budget is represented by grant request
Funds requested for:	**Marketing/Advertising, $1,410** **Performer Fees, $1,635** **Prize Money, $175** **Equipment Rental, $1,675**
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	EVENT/MARKETING GRANT
JCVB Staff Notes	
Special Instructions/Notes:	**Scored77.0% out of 100 possible.** **Board Recommendation: $4,895**

#9 FY2021

Organization:	Four State Truck
Project:	**Guilty by Association**
Dates:	**September 23-25, 2021**
Event location:	4 State Truck location Exit 4/I-44
Projected attendance:	10,000 - 13,000
Estimated # of room nights:	950
Estimated # of day trippers:	6,000
Target audience:	Truckers, truck enthusiast, local public
Market origin of attendees:	Nationwide trucking industry wide
Amount requested:	**$ 20,000.00**
Portion of budget:	<6.5% of budget is represented by grant request
Funds requested for:	**Marketing (Pint), $10,300** **Marketing (Digital), $4,000** **Marketing (Radio), $4,700** **Web Support, $2,000** **Banners Signage, $4,000**
Funding history:	FY18 E/A Grant - $14,670 FY17 E/A Grant - $0, did not apply FY16 E/A Grant - $15,000 FY15 S.E. Grant - $20,000 FY14 C.E. Grant - $4,500 FY13 C.E. Grant - $2,700
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	11th Year. Convoy ends on 26th Street between maiden Lane and Pearl Ave., major impact.
Special Instructions/Notes:	**Scored 99.2% out of 100 possible.** **Board Recommendation: $25,000**

#10 FY2021

Organization:	CJ Chamber of Commerce
Project:	**CJ 24th Bluegrass Festival**
Dates:	**September 24-25, 2021**
Event location:	Historic Murphysburg Neighborhood & Downtown
Projected attendance:	15,000 over 3-days
Estimated # of room nights:	25-50
Estimated # of day trippers:	12,500 from outside Joplin market
Target audience:	Ages 1-101
Market origin of attendees:	Kansas City, Nevada, Ft. Scott, Pittsburg, Joplin, Springfield, Miami and Tulsa.
Amount requested:	**$ 6,385.00**
Portion of budget:	24% of budget is represented by grant request
Funds requested for:	**Marketing (Social Media), $1,500** **Marketing (Print Ads), $750** **Marketing (Broadcast), $3,300** **Marketing (Printing), $835** **Entertainment $0**
Funding history:	FY 20 Special Event Support $3,000 FY 19 Special Event Support $1,500 FY 18 Special Event Support $5,402 FY 17 Special Event Support $7,830 FY 16 Special Event Support $500 FY 15 Special Event Support $700
Social media program:	Facebook and Website
Type grant request:	EVENT GRANT
JCVB Staff Notes	
Special Instructions/Notes:	**Scored 60.3% out of 100 possible.** **Board Recommendation: $3,000**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2020-613. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY21 relating to special events, festivals and celebrations.

MEETING DATE:

Monday, December 7, 2020.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY21 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

BACKGROUND:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply;
- Events must be held between November 1, 2020 & October 31, 2021;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

With the uncertainty of holding events in 2020 and planning for changes in 2021, the Joplin Convention & Visitors Bureau Advisory Board did not review the grant applications in July as normal, but rather allowed organizations to assess their events, adjust according to health concerns, then submit their applications over a 90-day window. The Advisory Board then meet with grant applicants over three of their monthly meetings and made the following selections and allocations at their November 17, 2020 meeting. From each applicant, the board listened to a 5-minute presentation followed by a 5-minute Q&A period. Each board member received digital copies of all applications in advance of the meeting.

Ten (10) funding applications from ten organizations totaling $168,020 in requests were received. Funding for the grant program is capped at $140,000. Typically, up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to receive funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

FUNDING SOURCE:

CVB Grant Funding is from a dedicated portion of the CVB's annual budget.

RECOMMENDATIONS:

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

1. Ozark Christian College for marketing their 2021 Conference Series in the amount of Twelve Thousand Five Hundred dollars ($12,500).
2. Active Lifestyles' Joplin Memorial Run in the amount of Six Thousand Five Hundred dollars ($6,500).
3. Rufus Racing LLC for the Summer Roundup Triathlon in the amount of Five Thousand dollars ($5,000).
4. Elevate the Chains, for their Moving the Chains football clinic and games in the amount of Fourteen Thousand Five Hundred dollars ($14,500).
5. JOMO Pride Inc., for JOMO Pride in the amount of Four Thousand Eight Hundred and Ninety-Five dollars ($4,895).
6. Four State Trucks, for Guilty by Association in the amount of Twenty-Five Thousand dollars ($25,000).
7. Carl Junction Chamber of Commerce for the 24th annual Bluegrass Festival in the amount of Three Thousand dollars ($3,000).

In total, these recommendations represent Seventy-One Thousand Three Hundred and Ninety-Five dollars ($71,395) from the budgeted FY21 grant program. The balance of $58,605 will be allocated throughout the fiscal year following the same applicant guidelines.

Applications for Murphysburg, Downtown Joplin Alliance and Arts Fest did not meet the scoring minimums to receive funding. The JCVB AB advised the director to work with these organizations to see where additional support or other funding activity could help their programs.

These recommendations are respectfully submitted for Joplin City Council approval for the FY21 budget by the Joplin Convention & Visitors Bureau Advisory Board.

ATTACHMENTS:

Council Bill No. 2020-613

Applicant Snapshots

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-176
An Agreement for Residential Curbside Trash and Recycling Collection Services

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2020-176 Ordinance; Contract; WCA Proposal Submittal; Bid tabulation

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 an agreement between the City of Joplin and Waste Corporation of Missouri LLC (WCA)

BACKGROUND
On April 1, 2016, the City started the current residential trash franchise. This was a five (5) year contract that provided the citizens of Joplin with a low and steady price for the first two years, and no more than a 2% increase on these services through years three (3) through five (5). The current contract with Republic Services agreement (Ordinance 2016-103) will expire on March 31, 2021. The current price of trash service is $12.41 which includes the $.55 administrative charge and optional $4.95 for recycling.

On October 9, 2020, proposals were accepted from three solid waste management companies. Waste Corporation of Missouri LLC was selected and recommended for the lowest price for services to the citizens of Joplin for the curbside residential trash and recycling pick-up. The price for the citizens beginning on April 1, 2021 will be $11.93 (which includes the $.55 administrative charge), and optional $5.25 for recycling and $5.00 for each additional trash cart after two. These fees will remain in effect for the first two years of the agreement and then WCA may request a maximum increase of 2% between years 2-5 with the agreement ending on March 31, 2026.

All WCA carts and containers will be delivered by WCA or their subcontractors and shall remain the property of WCA throughout the contract. WCA will be responsible to keep carts and containers in proper working condition.

The City of Joplin shall be responsible for the billing and collection charges for the solid waste collection and disposal services through the monthly residential utility bill. The current billing and administrative fee of $.55 will be included on the utility bill and will be retained by the city to offset the cost to the city for administering the residential trash service.

FUNDING SOURCE
Solid Waste

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

1 ORIGINAL DOCUMENT UNBOUND

5 BID DOCUMENTS BOUND

1 THUMB DRIVE COPY



CITY OF JOPLIN

PROPOSAL FOR RESIDENTIAL WASTE & RECYCLE SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

October 9, 2020

October 9, 2020

City of Joplin
David K. Hertzberg - Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #101-2020

Dear Mr. Hertzberg,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #101-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial five (5) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-849-6988, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

Max Murray

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

BID SUBMITTED BY

Waste Corporation of Missouri LLC

Name and Address of Proposer:

Waste Corporation of Missouri LLC
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650
TIN 76-0657707

Authorized Representative:
Randy Thompson – Region I
District Manager, Missouri South
417-851-1915
rthompson@wcamerica.com

Contact for RFP:
Max Murray
Regional Municipal Marketing
417-849-6988, fax 417-832-0650
mmurray@wcamerica.com

Service Contact:
Bryan Franks
Assistant District Manager
3700 West 7th Street
Joplin, MO 64802
417/866-9537
bfranks@wcamerica.com

Dan Boley
Joplin Hauling Manager
3700 W. 7th Street
Joplin, MO 64802
800-747-7701
dboley@wcamerica.com

1 LETTER OF TRANSMITTAL
Randy Thompson
Certificate of Authority

2 OVERVIEW
Corporate Structure
Missouri-South Summary
Staffing
Scope of Work

3 REQUIREMENTS
Response Section 1.3
Response Section 2.8

4 TECHNICAL INFORMATION
Section 3. B 2. c
Section 3. B 2. d
Section 3. B 2. e
Section 3. B 2. f

5 RATE PROPOSAL
OFFER AND SCHEDULE OF FEES AND EXPENSES

6 FINANCIAL STATEMENT
PROPRIETARY & CONFIDENTIAL

7 MISC FORMS
Bid Bond, Notarized Affidavit of Compliance, E-Verify, Certificate of Good Standing, W-9, Equipment to Be Used, Municipal References, Facilities to be used, City License, etc.

8 CITY OF JOPLIN ADDENDUMS TO RFP 101-2020

TAB 1

Letter of Transmittal

Secretary's Certificate

October 9, 2020

City of Joplin
Attn: David K. Hertzberg, P.R.
Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 101-2020

Dear Mr. Hertzberg.

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the City of Joplin for waste hauling and disposal services as well as recycle and yardwaste collection. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the community's needs.

As WCA's District Manager for Missouri-South, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It is our promise to you that we will uphold the stringent standards that the City and its residents expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into any new marketplace we anticipate expanded challenges in improving our labor performance and adherence to service standards as expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the residents of the City of Joplin.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a professional Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise. With WCA's current Hauling Facility located in the City of Joplin, our emergency response services are fast and effective as proven by our performance following the Joplin Tornado in May of 2011. WCA worked hand in hand with FEMA to construct and operate an open-air transfer station to perform emergency recovery services for the Community.

I want to thank you for the opportunity to be of service to the Citizens of Joplin as well as the opportunity to build a long-lasting partnership with the City.

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri as well as the City of Kansas City, which utilizes WCA's recycle services for over 110,000 residential customers.

After reviewing our proposal, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the City of Joplin into the future. Should there be any questions regarding our response, we would welcome the opportunity to answer any questions.

Sincerely,

Randy Thompson
District Manager WCA MO-South
Waste Corporation of Missouri, LLC

CERTIFICATE OF AUTHORITY.

WASTE CORPORATION OF MISSOURI, LLC

OFFICER'S CERTIFICATE

September 10, 2020

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected and qualified (i) Vice President, General Counsel and Secretary of Waste Corporation of Missouri, LLC, a Delaware limited liability company that is authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("WCA - Missouri"), (ii) Senior Vice President – General Counsel and Secretary of WCA Waste Corporation, a Delaware corporation and the parent company of WCA – Missouri ("Parent"), and (iii) Vice President, General Counsel and Secretary of WCA Waste Systems, Inc., a Delaware corporation and the sole member of WCA – Missouri ("Waste Systems").

The undersigned further certifies that:

1. WCA – Missouri is a wholly-owned subsidiary of Parent and Waste Systems.

2. Parent and Waste Systems conduct their solid waste collection, disposal and recycling business in the State of Missouri through and under WCA – Missouri.

3. Randy Thompson has been duly appointed and qualified and is currently serving as a District Manager of WCA – Missouri and, in such capacity, Mr. Thompson is an authorized agent and representative of WCA – Missouri (as well as Parent and Waste Systems) with respect to all business activities and contractual matters of WCA – Missouri.

4. Pursuant to resolutions duly adopted by Waste Systems, as the sole member of WCA – Missouri, and in accordance with WCA – Missouri's Operating Agreement, Mr. Thompson has been duly authorized and empowered to negotiate, enter into and execute, in the name and on behalf of WCA – Missouri, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of WCA – Missouri, Parent and Waste Systems in connection with operations and activities of WCA – Missouri in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of WCA – Missouri, Parent and/or Waste Systems in connection with any municipal bids or RFPs in the State of Missouri.

5. As is common in a holding company organizational structure, Waste Systems performs consolidated billing, collection, cash management and banking services for Parent's subsidiaries, including the billing and collection of amounts owed to WCA – Missouri under municipal contracts pursuant to which WCA – Missouri performs solid waste collection, disposal and recycling services. Accordingly, any invoices or other billing statements from Waste Systems and all payments made to Waste Systems pursuant to such invoices and other billing statements are and will be deemed valid and authorized invoices from and payments to WCA - Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of September, 2020.

By: _____

Name: Michael A. Roy

Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

TAB 2

OVERVIEW

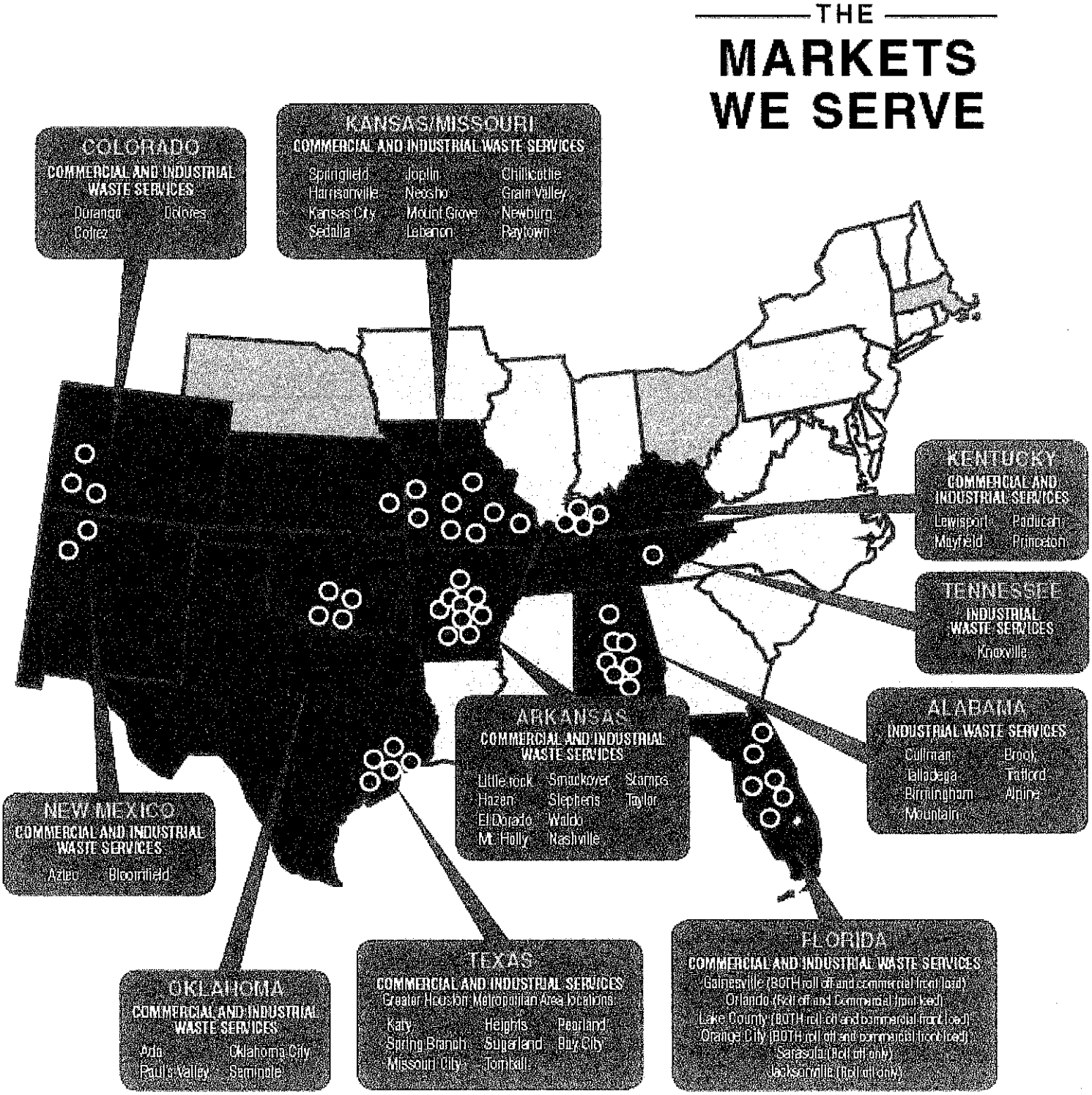
Corporate Structure WCA

Missouri-South Summary

Staffing

Scope of Work

WCA Waste Corporation



WCA Company History:

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable, and dedicated Corporate based staff. As of January 1, 2019, WCA is providing services to over 650,000 residential, commercial, industrial customers. With over 950 collection trucks with 1,700 employees, WCA owns and operates 21 landfills, 28 transfer stations, 5 energy recovery stations, and 33 collection facilities in 11 states as well as 2 fully operational MRF's.

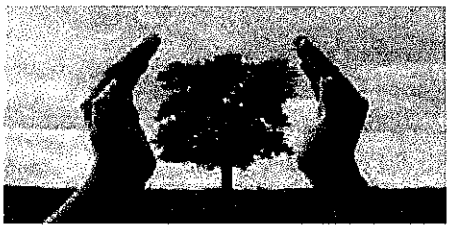
WCA C.A.R.E.S.

WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and includes two beautiful lakes. WCA takes pride in giving back to the communities it serves and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity- backed consolidators and privately-held family operations.

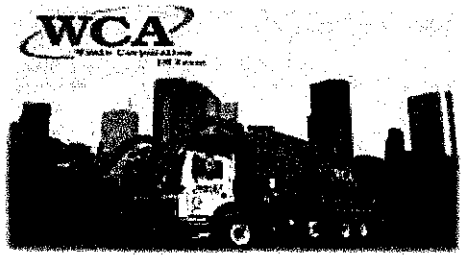
WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



Relevant Developer Experience

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).



Missouri-South Management Summary:

Randy Thompson – District Manager – Missouri - South

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience encompassing transfer station operations, hauling company operations, and landfill operations. Randy is responsible for multiple municipal solid waste landfills, transfer stations, and hauling companies providing solid waste collection, recycling and disposal services throughout Missouri, Kansas, Kentucky, and Tennessee. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

Bryan Franks – Assistant District Manager / Municipal Liaison Missouri - South

Bryan is the District Operations Manager of WCA Waste Corporation's Missouri South District. Bryan has over 13 years experience in the waste disposal industry with professional experience managing hauling operations, transfer stations, landfill operations, material recycling facilities, and municipal contracts. As the District Operations Manager, Bryan is responsible for 2 municipal solid waste landfills, 6 transfer stations, and 5 solid waste hauling divisions providing solid waste collection, recycling and waste disposal services. Bryan's experience in the waste industry began with Republic Services and later with Clean Harbors.

Lana Alderdice – District Sales Manager of Missouri South & Kentucky Districts

Lana is the District Sales Manager which covers marketplaces in Missouri, Kansas, Kentucky, and Tennessee. Lana's experience includes over 25 years of solid waste industry experience in various positions. Lana is responsible for directing the development of Sales and Marketing initiatives across the District and for maintaining relationships with both Municipal and Open Market customers. Lana's experience in the waste industry began with United Waste and has continued to include sales managerial positions with USA Waste and Republic Services. Lana has completed numerous continuing education courses ranging from those specific to

the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

Max Murray – Municipal Marketing Manager

Max Murray has been involved in the waste industry for 50+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

Matt Sanders – District Director of Engineering and Compliance

Matt Sanders has been in the Solid Waste Industry for 20 years. He spent 6 years with Waste Management and 20 years with WCA Waste Corporation. In addition to District duties covering multiple sites, Matt is currently Landfill Manager of WCA's Oak Grove Landfill located in Arcadia Kansas. Matt has been involved with all aspects of daily Landfill operations starting out as general labor and working up to Landfill Manager in 1999. In 2007 Matt was involved in the Transfer Station construction in Labette County KS and currently serves as the manager of the facility along with his Landfill responsibilities. In 2010 Matt worked alongside Enerdyne Power Systems to bring the gas-to-energy facility online at the Oak Grove Landfill. Matt has attended the SWANA Managers of landfill Operations course and participates annually at the KDHE SWANA Training courses. Matt has attended the EPG Companies Pump Service School and has been involved with the installation of multiple EPG pumps, control panels and sumps.

Marcus Gardner – South District Drive Trainer

Marcus has held various positions with WCA including route driver, dispatcher, Supervisor, and driver trainer. Marcus has filled the roll as Safety coordinator for Missouri – South District for three years with superior performance in accident prevention and driver safety training. Work experience includes responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Marcus covers regulations dealing with OSHA as well as DOT regulations including highway transportation and hours of service.

Dan Boley – Operations Manager of Joplin Hauling

The Operations Manager for WCA is Dan Boley who has been with the Company since 2017. Dan has over 14 years' experience in operational management with the most recent in the waste disposal industry. Dan has served in many different capacities for WCA. Dan has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As Operations Manager, Dan is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Dan's responsibilities encompass 7,200 sq mi market area, stretching from east of Sarcoxie to Neodesha Kansas and from the Arkansas border to north of El Dorado Springs. Dan fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

Scope of Work;

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and its residents. WCA will work with the City through the entire process keeping the City updated on all facets of the transition. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the residents have grown accustomed to receiving. WCA understands the importance of customer service and meeting the needs of the community.

Customer Service – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is always expected to conduct his or herself in a professional manner.
- CSR's work together with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information, we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The Site Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your community and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via our website, customized flyers, and individual correspondence.

As an outsourced service provider, we understand that we are a critical extension to the City of Joplin, and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a transparent transition and that we will exceed your expectations.

WCA shall have both the Assistant District Manager, Bryan Franks, and Site Manager, Dan Boley, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with appropriate City designee** each day services are performed to ascertain that the Community's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific "in house" Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City or Community. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. Site Manager, Dan Boley, shall be the assigned point of contact for all City of Joplin operational requests.

WCA's local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Friday, 8:00 a.m. to 5:00 p.m., with the transfer station operating Monday through Friday, 8:00 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Residential Contract, WCA would immediately begin staffing increases in route personnel to consist of an additional five (5) route drivers and one full time cart delivery/fill-in driver.

Solid Waste Collection



Residential Solid Waste collection is done in many ways; from collection at the curb in plastic bags to fully automated cart systems. WCA will try to adhere to the same residential routes that the City is currently running to minimize any confusion to the residents.

WCA's residential service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's selection, through this proposal process, WCA has the ability to meet your needs.

WCA and its team of professionals will be instrumental in implementing and enhancing a City-wide recycling program. Education is the key element in a successful recycling program. WCA has residential, school, business recycling and special event recycling programs. Community awareness and involvement is important and WCA will get involved with the City and community to promote the importance of recycling. When starting recycle programs or adding new materials to be accepted, WCA will be able to draw upon a wealth of marketing and promotion experience.

WCA has partnered with many organizations to provide comprehensive recycling solutions and to meet the needs of its customers.

Bulky Waste Collection Services

WCA will provide daily collection services for residential bulky items. Residential bulky waste will be removed on the normally scheduled service day by the regular route truck or by use of an available rear load truck if the bulky items are too large for the normal service vehicle. These special services will be performed at no additional charge to the City of Joplin per the RFP #101-2020.

Safety – *A Company Wide Initiative*

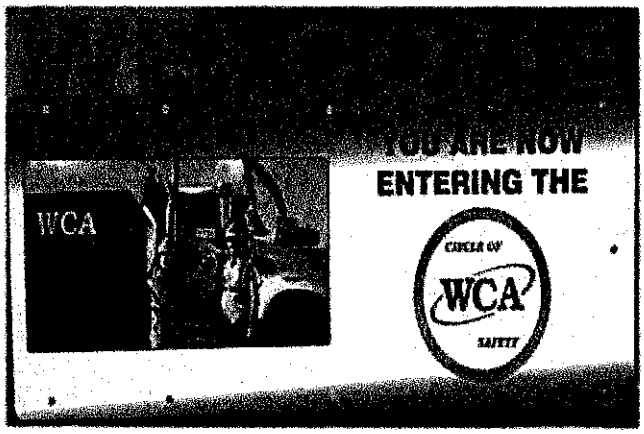
Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you must practice what you preach in safety and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

Safety - Training & Education

WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**





Maintenance Operations

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed daily to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information are uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts, and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

Emergencies – Storms – Hurricanes *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these

emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a second Transfer Site, three scale staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris - 53,900 tons of material and shipped 45 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially, but through the personnel, experience, and customer service, WCA is the preferred decision for the City.

WCA is there to get the job done *"right the first time*!"

TAB 3

REQUIREMENTS

Section 1.3

Section 2.8

1.3 Requirements;

1.3 1 a – c; WCA shall provide residential waste removal services to all residents within the City Limits of Joplin utilizing a WCA supplied 95 gallon plastic cart. All routing shall mirror the existing days of collection as currently outlined in the City website for residential waste collection and residential routes shall be operated five (5) days per week. All solid waste is to be placed within the cart provided with any "extra" materials for removal being placed beside the cart, contained in extra bags or bundles. Bulky items for collection shall be placed alongside the waste cart at the curbside for removal. All "extra" waste as defined in the City RFP, up to 1 cubic yard in volume, shall be removed on the normally assigned collection day at no additional charge. Extra waste exceeding 1 cubic yard in volume or bulky items such as couches, mattresses, etc... shall be removed on the normally scheduled service day with residents being required to notify the Contractor for such removal in advance so additional personnel or equipment can be dedicated to the service as needed. For exceptional quantities of bulky waste or items to large / heavy for one person to handle, Waste Corporation shall utilize a separate truck to remove such waste on the normally scheduled service day.

Customers desiring to recycle shall be supplied a 95 gallon recycle cart as well as detailed information regarding the types of materials considered to be acceptable including, but not limited to, those detailed in City RFP #101-2020. WCA utilizes a single stream recycle system that allows for all materials to be commingled into one collection container without any segregation of materials. In the event a resident creates recycle volumes exceeding the carts capacity, overflow materials can be placed by the cart for removal by Contractor driver, or additional recycle carts can be requested. Both waste and recycle services shall be provided on the same day.

Any materials qualifying as yardwaste shall be placed at the curbside with the normal solid waste for removal. Because all waste is being transported to a State of Kansas disposal facility, all yardwaste can be commingled with normal household refuse. Yardwaste will be collected on the same day as solid waste and recycle.

All solid waste, yardwaste, and recycle materials shall be directed to WCA's Joplin Transfer Station, located at 3700 7th Street, Joplin, MO for processing or transportation to a landfill or MRF facility.

1.3 2 a – f; WCA shall offer residential recycle service to the residents of the City of Joplin utilizing a WCA supplied 95 gallon plastic recycle cart service once (1) per week on the same day as normally schedule solid waste removal. The recycle cart will be blue in color with a yellow lid. The recycle service is a "Single Stream" service allowing all acceptable recycle products to be commingled into a single cart, thus requiring no customer separation of individual products. The types of materials collected by WCA are detailed, but not limited to, the list of materials as illustrated by the residential recycle brochure as shown at the last of TAB 4. Excess quantities of recycle materials exceeding the cart volume may be bagged or bundled and placed beside the recycle cart on service day for removal. Additional recycle carts shall be available upon request.

All residential recycle products collected by WCA shall be transported to the Joplin Transfer Station for consolidation into larger loads and shipping to a legally permitted Material Recycling Facility (MRF).

1.3 3; WCA shall provide 95 gallon capacity carts for residential solid waste and recycle collection to maximize the quantity of materials contained in each unit. Carts furnished shall be differentiated by the color of lid mounted on the equipment. Carts for recycle use shall have high profile yellow lids with information detailing the recycle products allowable glued to the top of the lid for high visibility. Solid waste carts shall be all blue in color. All equipment shall be delivered prior to a contract start of April 1st, 2021.

1.3 4; It would be the intent and preference of WCA and the City of Joplin to encourage the containment of all residential waste and recycle materials in Contractor provided carts. Both Option 1 and Option 2 of the City RFP have provisions for residents to request additional carts for containment of such materials. In the event occasional "overflow" of materials are experienced, residents may place bagged or bundled products beside the appropriate cart (trash or recycle) and WCA will remove them on the scheduled service. All excess trash, yardwaste, or bulk materials are to be boxed, bagged, or bundled at the resident's expense prior to service.

1.3 5; Valet, or roll out service, shall be made available to any residential unit in which all occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place or remove their waste and / or recycle containers to and from the curbside or adjacent alley. Valet service shall be supplied from the house side to the service area and returned to the house side following service. Residents shall be supplied 95 gallon carts identical to those used for normal curbside service.

1.3 6; Hours of Collection shall be deemed to be from 6:00 a.m. to 7:00 p.m. and all routes shall be so constructed as to be performed within the stated hours of service. In the event of inclement weather or conditions beyond the control of Contractor, the City shall be contacted and a plan to rectify the situation put into place and communicated to all parties.

1.3 7 a-b; WCA shall mirror the daily service schedule as currently in use by the incumbent waste provider and published on the City of Joplin website. Recycle, yardwaste, and solid waste routing shall be provided in the same area and on the same day to limit customer confusion and limit truck traffic caused by multiple service days. New units shall be serviced in the specified areas at the same cost as listed in contract documents.

1.3 8; Quality Control / Complaint Resolution:
Waste Corporation shall implement and maintain throughout the contract term a reasonable quality control system that identifies and results in correction of potential and actual problem areas throughout the entire contract term. Records of reported service issues, either by the City or WCA employee, shall be addressed or resolved in a timely manner to the satisfaction of both parties. All such records shall be kept in a customer file pertaining to the City at WCA's office facilities. Any issue that cannot be resolved amicably shall be addressed with the City designee with the City acting as final arbitrator over the resolution.
Waste Corporation shall be vigilant in identifying, eliminating, and effectively managing those hazards and risks associated with the work necessary to perform services as required under the City Contract. It

shall be the Company's express goal to conduct its work safely and in a manner that promotes "Zero Harm" to the environment, citizens, property, and employees of the Contractor.
Waste Corporation shall remain in compliance with all Local, State, and Federal rules and regulations pertaining to the operations of a waste removal business.
Waste Corporation's designee shall contact the City appointee each day service is being performed to identify, report, or resolve any reported issues. The Drivers shall provide a list of issues experienced while running the routes and identify whether the issue has been resolved or needs City follow-up. If the City has received a report of "missed service" the driver shall resolve the situation the same day or next day. Locations with excessive residential trash shall be identified to the City by address but the driver is responsible to service the resident, clean the area as best as possible, and monitor – report future instances for the supplying of more service. Any issue or complaint that cannot be immediately resolved by the driver to the City's' satisfaction shall be relayed to the WCA contact responsible for communication with the City and addressed within 24 hours with the appropriate representative.
WCA's local office is located at 3700 W 7th Street, Joplin, MO. and will be open to the public 8:00 a.m. to 5:00 p.m., Monday through Friday. Local phone, as well as 800 numbers, shall be listed for contact during the week with answering machine messaging available for holidays listed as being closed or off duty hours. Additionally, a dedicated email address shall be created for the City of Joplin which will be directed to multiple parties within WCA to ensure all questions or complaints are addressed and resolved in a timely manner per RFP requirements.
Any claim of property damage shall be reported to the City designee as soon as possible with all follow- up investigations and resolutions being recorded, documented, and forwarded to the Director of Public Works or his designee. Any damages deemed the responsibility of WCA shall be repaired or addressed within seven (7) days unless extenuating circumstances delay such resolution.
Upon award of contract and assumption of services, all existing resident accounts shall be notified of complaint reporting procedures with appropriate contact information. New residential accounts shall be provided information of like nature and annual mail-outs shall be sent to City residents and updated as needed.

1.3 9; WCA shall performed all contracted services with the City of Joplin in compliance with the City's "Quality of Performance of Contractor" requirements and stipulations as detailed in the City RFP #101- 2020.

1.3 10; WCA acknowledges that the City of Joplin shall be the billing agent for all contracted services and shall assume the responsibility to issue monthly payments to WCA for all billing collected. WCA shall abide by the payment terms as detailed in the City RFP for Billing and Collection.

1.3 11; WCA has committed to annual charges for services as detailed in the City "Offer and Schedule of Fees and Expenses" as recorded in RFP #101-2020. Fees as quoted shall be firm and fixed for year's one and two with annual increases of 2.5% in fees to be implemented annually at the beginning of year's three, four, and five.

2.8 Required Information:

2.8 a; Itemized list of Contractor's equipment to be used or available...

- REFER TAB 7 - List of proposed equipment

2.8 b; Copy of Proponent's latest available certified financial statement.

- Refer TAB 6 - Certified Financial Statement included in thumb drive and considered to be Confidential and Proprietary to Contractor.

2.8 c; Evidence Proponent is in Good Standing .....

- Refer TAB 7 - Certificate of Good Standing, permits, and licenses documents.

2.8 d Evidence that Proponent has been in existence as a going concern for more than three (3) YEARS...

- Refer TAB 2 - Corporate History as detailed in prior existence and history.

2.8 e; Minimum of three (3) Municipal References ...

- Refer TAB 7 - Municipal References detailed as such.

2.8 f; Information regarding landfills, MRF's, etc. to be utilized ...

- Refer TAB 7 - Detailed list of Landfill and MRF facilities.

2.8 g; Additional information ...

- Refer TAB 7 – E-Verify, W-9, etc...

2.8 h; Pending or existing litigation ...

* None

TAB 4

TECHNICAL INFORMATION

SECTION 3.0

3.0 Response to Minimum Requirements

RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3. B. 2. c Provide a description of the public response / involvement program you will employ, including notification of changes in service, complaint response, etc.

- WCA shall provide relevant service and contact information for the City of Joplin to post on the City website for citizen's to use for information, point of contact, etc.... in an effort to inform the citizenry of the Contract provider changes as well as any additional services available to the residents. Public service announcements shall be issued to inform residents of projected equipment delivery dates and any routing changes that may be necessary. WCA shall develop an email address specifically for the Community of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to mirror the existing service areas for each day's pickup as currently shown on the City website, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Survey cards shall be mailed to City residents asking for contact information to allow WCA to implement "robo calls", via cell, text, or email, to forewarn residents of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. d Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

- Waste Corporation shall observe the following three (3) Holiday's each year:

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs. It shall be the intent of Waste Corporation to make certain each customer is serviced once per week as normally scheduled.

  In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. Residential / service information shall be made available to the public via existing communication resources through the City website, public service announcements, robo calls, etc...

  In the event of an emergency situation creating a prolonged interruption of service, residents shall be notified via public service announcements, City of Joplin website, and WCA robo calls of the plan, schedule, and time line required to normalize scheduled

services. Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station within the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. e The City desires to pursue a multi-year agreement ....

- WCA has provided appropriate pricing and anticipated future price adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 5. As specified by RFP #101-2020, the maximum annual increase to be implemented is capped at 2% for year's three, four, and five.

3. B. 2. f All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

- Refer TAB 3 - WCA has addressed all minimum levels of service required.

TAB 5

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

BID OPTION ONE:

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

1) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

ITEM ONE: Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

BID OPTION TWO:

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

2) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

ITEM ONE: Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

TAB 7

BID BOND
NOTARIZED AFFIDAVIT OF COMPLIANCE
E-VERIFY
CERTIFICATE OF GOOD STANDING
W-9
EQUIPMENT TO BE USED
MUNICIPAL REFERENCES
FACILITIES TO BE USED
CONTRACTOR LICENSE; CITY, TRANSFER STATION, LANDFILL
SAMPLE CERTIFICATE OF INSURANCE
COMINGLE RECYCLE BROCHURE
JOPLIN-EMERGENCY SERVICES 2011
SERVICE BROCHURES

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

_____

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

Michael Roy

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200654-022011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges; Vanessa Dominguez; Melissa L. Fortier; Michael J. Herrod; Terri L. Morrison; Lupe Tyler; Lisa A. Ward; Donna L. Williams; Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

To be submitted with vendor's Proposal

__X__ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri LLC

By Max Murray
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address WCA of Missouri LLC

2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: October 9, 2020

ADDENDA

Addendum No. 1 Date 08-17-2020

Addendum No. 2 Date 09-25-2020

Addendum No. 3 Date 09-25-2020

Addendum No. 4 Date 09-30-2020

Addendum No. _____ Date _____

Email mmurray@wcamerica.com

FEID No. **76-0657707**

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2020** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray who is Municipal Marketer of Waste Corporation of Missouri LLC, a corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1)that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2)that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Max Murray
Signature

Print Name: Max Murray

Subscribed and sworn to before me this 30th day of September, 2020.

Angela B. McCowan
Notary Public

My commission expires: 12/4/2020

ANGELA B McCOWAN
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Dec. 4, 2020
Commission 16019329

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    c. Institutions of higher education, State, local and tribal governments and

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 40635
Client Company ID Number: 297548

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

WCA Management Company, L.P. (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **WCA Management Company, L.P.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

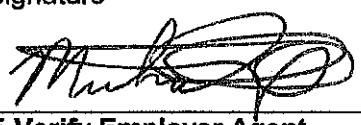
If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 40635 **Client Company ID Number:** 297548

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer WCA Management Company, L.P.	
Name (Please Type or Print) Michael A. Roy	Title Vice President
Signature 	Date 1-19-10
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Ronnie Ho	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WCA of Missouri, LLC

FL001415520

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

EQUIPMENT TO BE USED

YEAR	MAKE/MODEL DESCRIPTION	HOURS/MILES (AS OF_____)	OWN/LEASE	NUMBER OF UNITS
2020	Rehrig Pacific Carts	New	Own	35,000 +/-
2020	Autocar Xpeditor Chassis	New	Own	4
2020	Heil Freedom Bodies	New	Own	4
2020	Ford F-450	New	Own	1
2020	Autocar Rear Load	New	Own	1
2020	Autocar Xpeditor Chassis	New	Own/spare	1
2015 - 2020	Mack Rear Load	existing/spare	Own	3


WCA

Waste Corporation of Missouri, LLC



96 Gallon Recycle Cart

INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

SAMPLE CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WCA Waste Corporation 1330 Post Oak Blvd. 7th Floor Houston TX 77056 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIU Insurance Company	19399
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Underwriters At Lloyds London	15792
	INSURER E: Ironshore Specialty Insurance Company	25445
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			ENVP000026420	08/01/2020	08/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1722399	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB X OCCUR			004207601	08/01/2020	08/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC048425945 (AOS)	08/01/2020	08/01/2021	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		WC048425946 (FL)	08/01/2020	08/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Onsite Clean up Pre- Onsite Clean up New Offsite Clean up Pr	$10,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570083354394

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570083354394	
CARRIER: See Certificate Number: 570083354394 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC048425947 (ND,OH,WA,WY)	08/01/2020	08/01/2021		
	OTHER							
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Offsite Clean up New	$10,000,000

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Corporation of Missouri, LLC

2 Business name/disregarded entity name, if different from above

WCA of Missouri, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1330 Post Oak Blvd., 7th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77056

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	5	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

Business name . :	WASTE CORPORATION OF MO LLC		
Phone number . :	(417) 623-6620	Ctl nbr . :	3370
Location addr . :	3700 W 7TH ST		
Lic Nbr/Class . :	20 00012990 TRASH HAULER		
Issue date . . :	1/17/20 Expiration date . :	12/31/20	

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

Waste Corporation of Missouri - Joplin Transfer Station

Permit Number: 0409701
Date Issued:
County: Jasper
Solid Waste Management District: M (../swmd/distm.htm)
DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)

Contact:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

Owner:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

OAK GROVE LANDFILL PERMITS

1150 E 700 AVE

ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

Active Municipal Partnerships

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Baxter Springs
1445 Military Ave.
Baxter Springs, KS.
Mayor
620-856-2114
Customer since November, 2006

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241
Customer since July, 2016

Additional references available upon request.

Webb City
We Love It Here!
City of Webb City * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

To: **Whom it may concern**

From: **Carl Francis, City Administrator**

Subject: **Letter of Reference**

Date: **09/29/2020**

The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.

I would not hesitate to recommend their services.

Sincerely;

Carl Francis
City Administrator
Webb City Missouri

BLAKE MILLER
MAYOR

BRAD HANGER
CHIEF OF POLICE

CITY OF MANSFIELD
PO BOX 467
MANSFIELD MO 65704

TRACY DAVIS
CITY CLERK

WENDY HEYWOOD
COURT CLERK

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

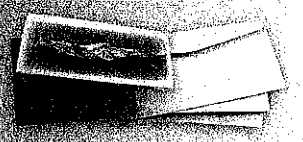
Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

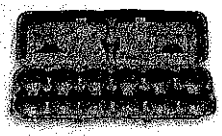
Single-Stream Recycling Guide

Save and Post!

You can now place all recyclables in one bin!



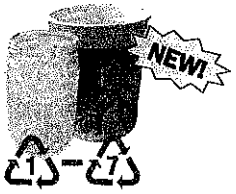
Opened mail & greeting cards



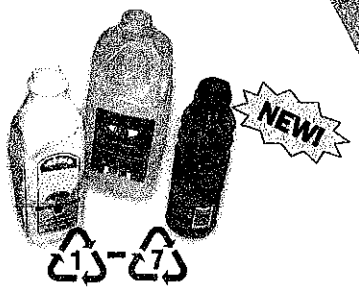
Paper egg cartons



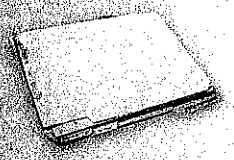
Paperboard boxes



#1-7 Plastic tubs & screw-top jars (no lids, no #7 PLA compostables, do not flatten)



#1-7 Plastic bottles & jugs (no lids, no #7 PLA compostables, do not flatten)



File folders



Blueprints



Cans (do not crush or flatten)



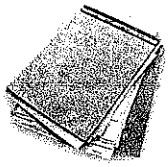
Pizza Box

NO

- plastic bags



Magazines, brochures & catalogs



White or pastel office paper



Clean, balled aluminum foil (2" or larger) and pie pans

No need to remove: paper clips, stamps, address labels, staples, tape, wire, metal fasteners, rubber bands, spiral bindings, plastic tabs.

Please flatten all cardboard boxes.

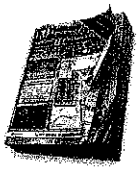
Empty and rinse all containers. Do not flatten containers.

Please follow these guidelines carefully.

- glass
- scrap metal
- Tyvek® envelopes
- plastic 6-pack holders
- needles or syringes
- paper ream wrappers
- plastic microwave trays
- frozen food, ice cream or frozen juice containers
- mirrors, ceramics or Pyrex®
- light bulbs, plates or vases
- drinking glasses, window glass
- hazardous or bio-hazardous waste
- plastics other than those listed
- tissues, paper towels, napkins
- waxed paper or waxed cardboard



Newspapers & inserts (no bags)



Phone Books



Loose metal jar lids & steel bottle caps



Corrugated cardboard & paper bags



Paper milk/ juice cartons (no foil pouches, do not flatten)

- Styrofoam® or paper to-go containers



Paper-back books



Empty aerosol cans (no caps)



plastic bags

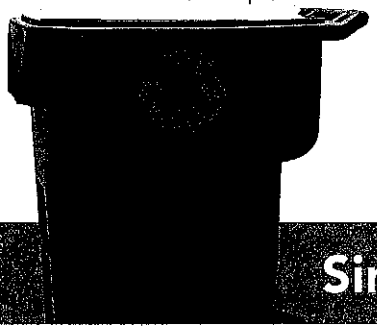




Styrofoam® & paper to-go boxes & cups



plastic caps



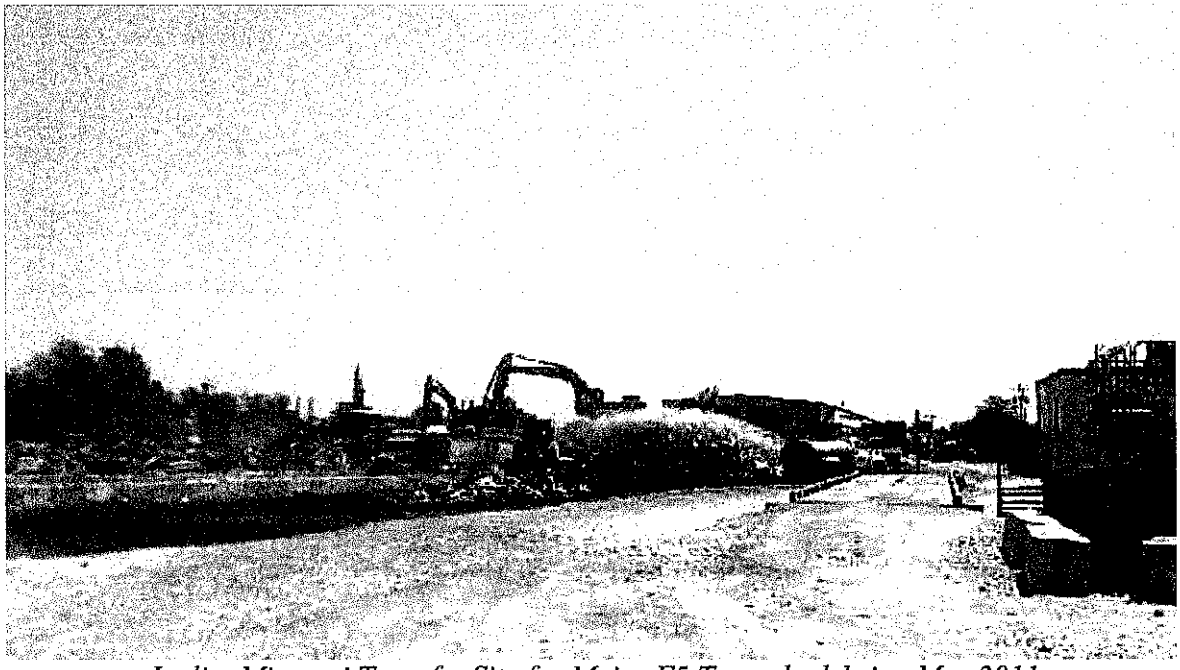
WCA

aim for zero waste

Single-Stream Recycling

Joplin Missouri
May 23, 2011 Tornado Facts

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.
- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.
- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.
- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.
- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.
- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.
- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011

NEW

New residential curbside garbage collection services are beginning April 1st, 2021.

Each household in Joplin is receiving one new trash cart and one new recycling cart, at no additional charge. Maintenance of the carts is also included.

Curbside Collection Service Provider

City of Joplin has awarded the residential contract to

WCA

to service your area. For more information about WCA, visit *www.wcawaste.com.*

WCA

Holiday Schedule

If a household's collection day falls on a holiday, collection will occur on the following business or next calendar day. For example, a household receiving Monday collection and Monday is a holiday, your collection day will be Tuesday. There will be no collection services on the following holidays:

- **Thanksgiving Day**
- **Christmas Day**
- **New Year's Day**

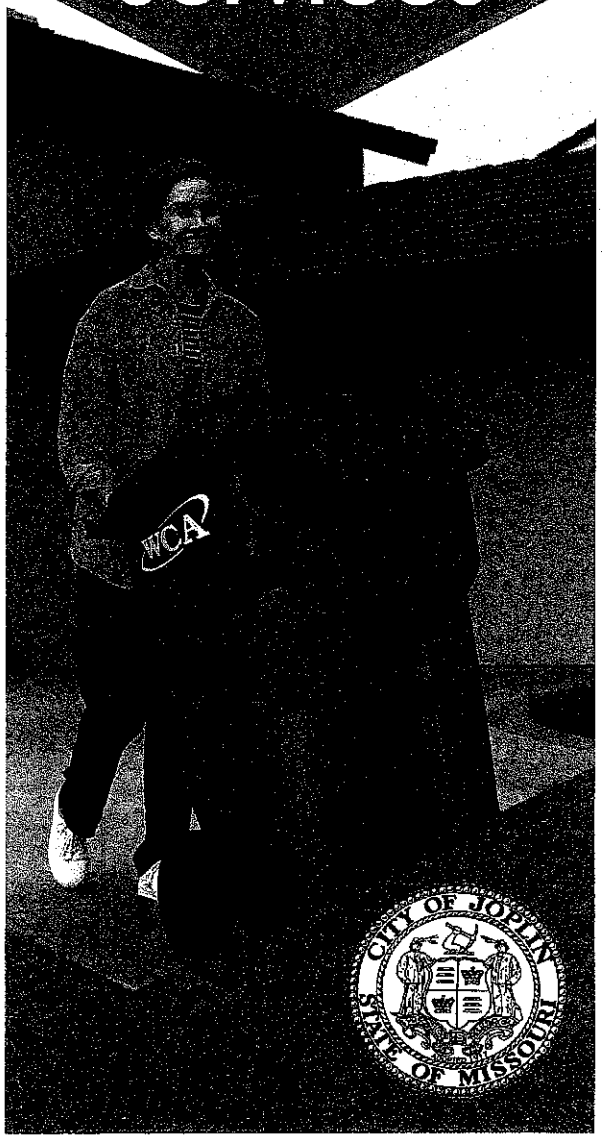
Following a holiday, residents may dispose of excess trash in plastic bags outside of their trash cart on their next scheduled collection day. For example, a household receiving Monday garbage collection and Monday is a holiday, a resident may dispose of excess trash in plastic bags outside of their carts on Tuesday.

WCA Proudly Serving City of Joplin
602 S. Main
Joplin, MO 64801

www.wcawaste.com

Guide to City of Joplin

Curbside Collection Services



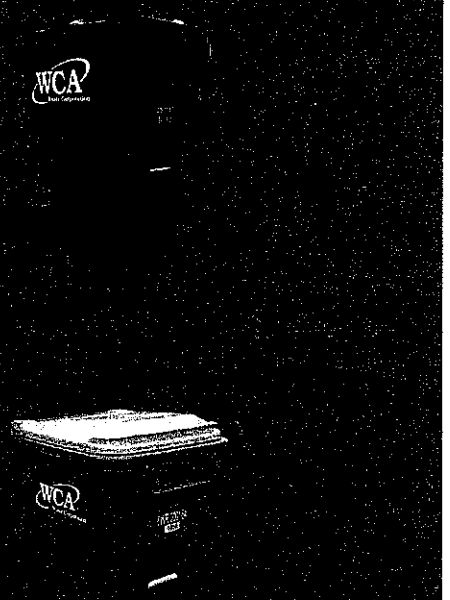
New Household Garbage & Recycling Carts

The new household garbage and recycling carts are designed to easily be collected by automated collection vehicles. These vehicles use mechanical arms, operated by the driver in the cab of the truck, that grab, lift and empty the cart and return it to the ground.

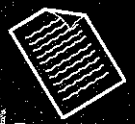
Do NOT use the carts until the start of the program on April 1, 2021.

To help the collection stay on schedule, follow these simple steps:

1. Place items at the curbside by 6 a.m. the day of the scheduled collection service.
2. Place the wheels of the carts toward the house and the arrow on the cart pointed toward the street.
3. Place the carts two (2) feet from one another and objects like mailboxes and parked vehicles.



What can be recycled with this new program?



Paper Products

All paper/fiber products (junk mail, newspapers & magazines)
Corrugated cardboard
Boxboard cardboard



Plastic Containers:

All household plastic containers marked with the recycling symbol (with or without caps)



Metal Containers:

Aluminum containers
Steel cans
Tin cans



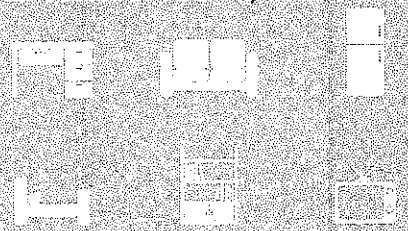
No Glass Containers:

All clear and colored glass (with or without lids)

ITEMS NOT RECYCLABLE: Styrofoam, batteries, light bulbs, plastic bags & items contaminated with food.

Bulk Waste & White Goods

Large, bulky items such as a sofa or a range, can be placed at the curb for collection. Residents can also contact WCA at 800-747-7701 to schedule a pickup. Services will be performed on the regular scheduled service day.



Additional household garbage carts are available to residents. If residents are interested in purchasing additional garbage carts, please contact WCA to set up service at

TAB 8

CITY OF JOPLIN ADDENDUMS TO RFP #101-2020

CITY OF JOPLIN
ADDENDUM NUMBER 1

Issued to all Bid Document Holders of Record.

Date: August 17, 2020

Project Name: RFP for Residential Curbside Solid Waste and Recycling Collection Service

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Change Mandatory Pre-Proposal Date to Thursday, September 10, 2020.
2) Change Proposal Due Date to Friday, October 9, 2020.

David K Hertzberg

David Hertzberg P.E.
Public Works Director

8/17/2020
Date

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray, Max Murray Date: October 9, 2020

CITY OF JOPLIN
ADDENDUM NUMBER 2

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Questions and Responses to questions arising from the September 10,2020 mandatory pre-bid meeting.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

QUESTIONS

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Friday, October 9, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. Email: dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

Questions:

1. Have there been any additional Addendums / directions posted following the original release of the City RFP 101-2020?

   Yes, Addendum # 1 is posted on the City website, which changed the date of Proposal meeting and submission dates.

2. How many customers currently have a second trash cart being service at no additional cost?

   The current vendor estimates approximately 4,000 residents have one additional cart. They also estimate about 650 residents have two additional trash carts.

3. Can the City supply the average monthly number of tons of solid waste collected from City residents?

   From August 2019 to August 2020, an average of 1,703 tons per month of solid waste has been collected from city residents. In addition, an average of 35.5 tons per month of curbside recycling was collected

4. Is residential participation in the recycle program, currently 1,650 customers, growing, declining, or steady? Over the last year, recycling customers have varied from 1,600 to 1,650 per month as shown in the below table:

october	november	december	january	february	march	april	may	june	july	august
1600	1618	1604	1610	1639	1627	1640	1639	1630	1621	1613

5. Can the City provide the average monthly number of tons of recycle materials collected from City residents?

   See the response to #3.

6. Are current recycle participants notified from the Contractor as to non-conforming materials/contaminates placed in recycle carts?

   The contractor notifies the Recycling Coordinator of a service failure at an address. If non-conforming materials/contaminates are placed in recycling carts, the contents of the recycle bin will not be collected. If a location consistently places non-conforming materials in their recycling bin, the current trash provider is responsible for handling compliance with the resident. The City Recycling Coordinator shall be notified of contaminates left in recycling bins. The City of Joplin Recycling Coordinator is prepared to assist with site visits, hand out educational recycling materials, and contact residents about these failures as needed.

7. Is there a current program/process in place to advocate residential recycle participation?

   Yes, there was initial advertising as part of the current trash contract. The city launched a campaign to advertise curbside recycling when the program began; but is not actively advertising—except for educational material posted at the Drop-Off Recycling Center. The Recycling Division

will work with the awarded Trash Service provider to advertise and advocate for curbside recycling services. The City requires the provider to promote recycling in coordination with the Recycling Coordinator.

8. Are recycle carts containing contamination products left unserved at the curbside? Is the City designee notified of such service failures?

   See the response to #6.

9. Can the City clarify how much "bulky" waste the Contractor is expected to pick up curbside from residents each week? One item? Volume & type of material?

   This could include a couch, but not more than (1) cubic yd. in total as shown on page 7 of the RFP. Bulky Trash- limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

10. Can the City clarify how much yard waste, and type of yard waste, the Contractor is expected to pick up curbside from residents each week? Limit? Bags, etc.?

    As indicated in the RFP on pages 7-9. Definitions: (b) limbs are not to exceed 50 lbs.See item v) Yard or Vegetative Waste page I for types of yard waste. The expected amount is anything that is placed in the household's trash container/carts and up to 50 pounds of additional bundled materials (limbs).

11. Can the City once again verify the amount of "bad debt" generated from Customers not paying for provided trash service?

    As shown on page 16 of the RFP, bad debt for trash services has averaged 5% since January of 2013. However, the City makes no assurance that this will be the average in the future.

12. The City RFP states the Contractor is not allowed to suspend service on non-paying accounts, what is the expected/allowed recourse for Contractor to be compensated?

    As shown on page 16 of the RFP, contractor can take any legal action against a delinquent customer.

13. Clarification Bid Option #2; If the City chooses to accept a bid that has a combined service of trash removal and recycle collection combined under one price, our interpretation of the option is that all residents will pay the same price even if they should "opt out" of the recycle participation, is that the correct interruption?

    No. Everyone pays the same amount, unless they opt out and the recycling cart is removed. Item Two under Bid Option #2 is the bid price for those opting out of recycling.

14. Assuming the interpretation of Option #2 is correct, will the City participate in surveying the residential community to ascertain the number of residents interested in subscribing to a recycle program? Needless to say. All 17,500 residents will not participate and purchase of that quantity of recycle carts left unused would be financially foolish.

    The interpretation of Option #2 is not correct. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

15. If option #2, trash and recycle service, is chosen by the City, will the free City drop-off site continue to be open?

    Yes, there are items not on the curbside recycling list that can be dropped at the recycling center.

16. Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

    See the response to #6.

17. Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

    Section 1.3, #8 paragraph two states "The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents." A good faith attempt would include returning to pick up the customer's trash, but a contractor isn't expected to return and pick up trash from customers who repeatedly miss their scheduled trash pickup times.

18. Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were.

    Yes, one fine has been levied over the last four (4) years for not fixing damage at a citizen's home within a specified amount of time.

19. A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service?

    See the response to #2.

    B. Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well.

    Residents can request one extra cart at no additional charge. Any additional carts will be assessed a fee as covered on page 21 of the RFP. Both options specify a request for a bid price for the charge for additional carts.

    C. Is there a required size of container for recycling bin?

    The only requirement is to keep uniformity with the size of carts.

20. Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service?

    Under Option 2, residents will be able to opt out of recycling and the provider will pick up the recycling cart. The monthly fee for those residents opting out of recycling will be as set forth in Item 2 of Option 2.

21. Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in?

    See paragraph one on page 20 for submission format specifications that states CD-ROM or Thumb Drive.

22. We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor.

Current price for curbside trash pickup is $12.41 which includes $0.55 administration fee retained by the City for billing services. Current recycling rate is $4.95.

23. In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy.

Page 29 of the RFP has current commercial general liability insurance (A) amount for 2020 and automobile liability insurance (B). New amounts will not be published until 2021.

24. In the event of a natural disaster, how would the City handle bulk/yard waste debris? Is that expected to be picked up as part of the contract or would that be a separate contract?

If a federal disaster declaration is issued for a local weather event, the City of Joplin would issue separate contracts for disaster debris removal. The contractor is required to remove bulk/yard waste debris per the terms of the contract.

25. In the RFP it states the notice of award would be issued January 1, 2021. How soon after would a signed contract be executed?

Upon final approval of the contract, the contract will be signed by appropriate city staff.

26. In section 1.2 BACKGROUND: It states that approximately 17,500 Residential Units are serviced weekly with standard curbside garbage collection service. The standard service includes 1 – 95-gallon cart that is provided by the hauler. Here's some points for clarification:

Is the hauler only required to collect garbage that is contained inside the cart?

No, haulers are required to collect a) bulky trash, b) bundles, and v) yard or vegetative waste that could be deposited outside the cart. Haulers my occasionally be required to collect garbage bags stacked on or next to the cart.

27. If the hauler finds loose bags of garbage outside the cart will they be required to collect them? Or, would they tag the material, leave it, and report the excess to the City?

See response to #26. Haulers are required to collect garbage bags stacked on or next to the cart and report excess trash generating households to the City for education/consultation on the possible need for additional trash bins.

28. If residents place additional containers (purchased by the resident) at the curb filled with garbage is the hauler required to empty those containers? Or, do they tag the material, leave it, and report the excess to the City?

Haulers are required to empty those containers. Haulers should report households with more than two total trash containers to the City for education/consultation on the possible need to bill per contract for additional trash bins.

29. Currently there are 4000+ residents with extra Contractor carts. Does the City have an estimation of how many residents have their own carts or bags set out each week?

No. This varies by season, as well as some holidays may see an increase in trash generated.

30. Residents are currently able to order an unlimited number of additional carts for free. In BID OPTION ONE, it explains that the standard cart is included in the monthly rate and that the resident may order one additional cart for free. The third cart would come with an extra fee. To encourage recycling, and provide a more incentivized foundation for environmentally friendly behavior, would the City eliminate the free cart and allow the hauler to charge a fee for every additional cart?

No. The City bid request is to provide one standard cart and an additional cart at no cost by request. Any additional carts will be assessed the fee as set forth in item 3 of Option 1.

31. Given the high percentage of "Renter Occupied" homes in the City, and the excessive volumes of Bulk generated by evictions/move-outs, would the City allow the hauler to establish a 3-item limit for each collection? Any additional items could be delivered by the resident/landlord to the subsidized transfer station and/or they could pay an extra fee directly to the hauler.

See response to #9. Page 7 of the RFP states: a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected. If there is an unusual number of items, this should be reported to the Recycling Coordinator who will notify neighborhood improvement officers.

In section 1.3 REQUIREMENTS, here's some points for clarification:

32. The ANNUAL RATE ADJUSTMENT SCHEDULE does not allow adjustments in years 1 and 2 and it caps the adjustment at 2% for each of the remaining years. The annual rate of inflation reported by the Department of Labor's Consumer Pricing Index for Water and Sewer and Trash Collection over the past 3 years has been as follows: 2017 = 3.4%, 2018 = 3.5%, 2019 = 3.2%. The current language places an unfair burden on the hauler. To support and maintain the mutual benefit of the partnership, would the City agree to adjust rates annually based on this CPI index for Water, Sewer and Trash Collection?

No. The annual rate adjustment schedule is listed on page 16, item 11 of the RFP. Proposers need to take this information into account when bidding.

33. In addition to BID OPTION ONE and BID OPTION TWO, can the bidder also provide an Alternate Proposal that presents additional savings for the residents?

No. The RFP only requests responses to Bid option 1 and 2 without any requests for alternates.

34. What numbers of residents, carts, recycle participants, etc. will be used in deciding lowest bidder? In other words, in BID OPTION ONE, if the hypothetical monthly price for ITEM ONE is $25, and the price for ITEM TWO is $30, and the

price for ITEM THREE is $15 would the total bid price = $70? Or would you multiply the price for each ITEM by the number of homes participating in each ITEM, then calculate an annual total? If so, to provide an "apples to apples" comparison, what number of participants should bidders use in the cost calculations for each ITEM?

Please see Addendum #3 for clarification on the bid selection process.

Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:

BID OPTION ONE:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service	17,500	Bid Price Submitted	(A) X (B)
Item Two-Recycling Service	1,650	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

BID OPTION TWO:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service and Curbside Recycling Cart	1,650	Bid Price Submitted	(A) X (B)
Item Two-Opt Out of Recycling Cart	17,500	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.

These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.

35. In Section 3.4 Criteria for Award states the contract will be awarded to the lowest bidder and best bidder. What does the City consider as the best bidder if criteria for award is 100% cost and must merely meet the mandatory requirements? Would the City consider a certain percentage to be assigned to the "best" bidder?

This is a lowest price bid. If two proposers provide equally priced bids, the City may use the mandatory requirement information to select an overall best bidder.

36. Under definitions a) Bulky Trash it states there shall be no weight limit for any item of Bulky Trash. To support the safety of our employees, would the City consider a 50 lb. maximum for each bag, bundle, or bulky item?

    See the response to #9 and #31. a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

37. Currently the City program is considered "take all". Can the City provide to the bidders the monthly tonnages of solid waste over the past two years?

    See the response to #3 and #5.

38. Due to Covid-19, cities across the nation have seen a significant rise in tonnages upwards of 30%. Will the City consider an adjustment if there is an increase in the tonnages over the first year of the new contract in comparison to the past year?

    No, the term of the contract is 5 years. The contractor assumes the responsibility for any tonnage increases caused by future events during the life of the contract other than as outlined in response #24 due to a weather-related federal disaster declaration.

39. The City currently subsidizes a drop off location (transfer station) for delivery of bulky trash and yard waste and a leaf program. Would the city consider eliminating the yard waste and/or bulky trash from the weekly trash service in order to provide cart contents only to maximize efficiencies and reduce the carbon footprint?

    No, the City intends to continue providing weekly curbside pick-up of bulky trash and yard waste.

40. On page 14, it describes the requirement for monthly reporting of the quantities of each material recycled. Because the materials are collected as "Single Stream" (all mixed together) and are delivered to a third party recycle processor where they are combined with materials from other cities, it is impossible to provide an exact number for each material. Would the city consider changing this to just the total monthly quantity of Single-Stream tons collected? Or, would the City accept the processors average tons for each material for all materials entering their facility? Another option would be to use an average "Composite Ton" breakdown that could be established on an annual basis and used to estimate volumes each month. (This is currently the most widely accepted method)

    The Proposer should inform the city in their Proposal of how they are able to provide this information. The city wants to provide the best quantitative and environmentally service possible. Single stream tones collected will be allowed.

    On page 15, it is required to have the name and phone number on equipment. Would the City consider name only on the carts provided, supervisor trucks and maintenance vehicles?
    Containers must display the company's name and phone number.

41. Under Section 9 titled Quality of performance of contractor would the City consider adding language to entire section in the event weather prevents contractor from performing?

    As included on page 20 (B)(d) of the RFP, the Proposer should include their plan in the bid package as part of the qualifications.

42. In Section 10 Billing and Collection the City will provide certain reports. Due to the number of residents, would the City consider a report showing only residents with a past due balance? Will the City provide the hauler with the name and phone number of those residents past due so hauler may attempt to make the collection?

    As shown in Section 10 of the RFP, the city is only able to generate the monthly reports shown. The receivables schedule reports those residents with past due balances only. The name, address, and phone number are included. However, the City receives billing information from the Water Company and phone numbers are not always available or accurate.

43. What currently is the process for the City to attempt to collect past due bills?

    The City's only recourse to collect past due bills is to shut off water for non-payment of sewer charges. We have no ability to shut off water for non-payment of trash charges. With that said, when a customer is shut off for non-payment of sewer charges, we also collect the trash past due balance before reconnecting the water service.

44. Will the City allow one copy of the financial statement or a summary of the statement in the proposal?

    As shown on page 18 2.8(b) of the RFP, any such requested information submitted must be included within each copy/volume.

45. Currently, residents do not pay for additional carts. How will the City notify the hauler if a resident move/relocates and is no longer being charged for an additional cart so Contractor can remove the additional cart? Will the contractor be required to notify the city of additional cart charges or will the resident contact the City when they require an additional cart?

    This item will work just as the optional recycling service works. Residents would sign up for the additional cart or recycling services with the trash provider. The resident would also stop recycling or the additional cart with the trash provider. The trash provider provides the City Finance Department with a weekly list for us to process the billing accurately. The City Finance Department provides the trash provider with a weekly listing of all closed accounts, which would signal the trash provider to pick up the additional cart or the recycling cart.

46. Would the City of Joplin provide a phone number listing of all residents in order for Contractor to do automated calls as reminders for holiday pickups or weather related, delays?

    Residents do not sign up for services with the City. We receive that information from the Water Company. As a result, phone numbers are limited and may not be accurate.

47. Given the high percentage of renter occupied properties how will the City propose to handle missing carts or relocated carts to new addresses? Would the

City consider allowing a delivery fee or removal fee once initial deliveries are completed?

As shown on page 12 (4) of the RFP, all costs for all containers/carts shall be included in the monthly fee quoted by the proponent in the schedule of fees and expenses. Stolen or damaged carts should be replaced at no cost to the citizen.

BID OPTION ONE – Subscription Recycling Requirement Clarifications:

48. Haulers are required to provide recycle collection on the same day as garbage collection. With less than 10% of the community currently participating in subscription recycling, approximately 1700 service points are spread across 5 route-days each week. This imposes an unreasonable financial burden to the hauler and inefficiently extends the number of hours the truck operates each day. To improve the mutual benefit of the program, would the City consider the following?

a. To reduce the City's carbon footprint and support the sustainability of the program, would the City consider allowing recyclables to be collected on a different day? This would enable the hauler to build the most efficient and cost-effective routing strategy.

b. If haulers are not granted the ability to reroute the recyclables to different days, would the City support a guaranteed minimum number of participants? If less than 750 residents signed up for any of the 5 route-days, the City would pay the difference.

c. To further reduce the carbon footprint of the recycling program, and to provide residents with the lowest costs, would the City consider a collection schedule that would occur on an every-other-week basis? Currently, this approach is successfully utilized in major cities throughout the country.

The City will only consider proposals based on the specifications listed in RFP# 101-2020.

49. Contamination is a serious issue when dealing with recyclables. How does the City wish the hauler to handle contamination as many times loads can be refused by the recycle processor? Would the City reimburse the hauler for contamination fees imposed by the recycle processor? Or, would the City consider a program where the City pays the processor directly for all recycle processing costs? This would provide more incentive to the City to drive participation and see a financial benefit for their progress.

See response to #6. The City will not reimburse contamination fees or pay for processing costs. The City will only consider proposals based on the specifications listed in RFP # 101-2020.

BID OPTION TWO – City-Wide Recycling Requirement Clarifications

50. It appears the intent of the City-Wide program is to support the environmental sustainability and greater good of the community, by requiring every resident to pay for recycling regardless of whether, or not, they choose to participate. Like

many government services i.e., schools, public safety, etc., this spreads the total cost of the program over the entire community which minimizes the cost for each resident. Is this an accurate interpretation?

No, this is not an accurate interpretation. See responses to #13, #14, and #20.

51. To further reduce costs to the residents, would the City consider a more exclusive cart delivery strategy? The most efficient, and mutually beneficial plan would be to promote the new program to the community and encourage them to call-in and express their interest in participating. Though every resident will continue to pay for the service, the hauler would only deliver carts where they are invited. This would support a smoother implementation while minimizing the cost to the community. If the hauler delivers 17,500 recycle carts to every home (over $1 million investment) but only 30% of homes use the cart, a significant amount of time and money would be wasted. This would also eliminate the need for ITEM TWO and the costly retrieval of the large number of homes not wanting to participate.

See the response to #14. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

52. Due to the significance of the questions asked by the bidders, would the City consider allowing additional questions once the City answers the questions provided?

No. The questions received are extensive and the responses allow vendors to respond accurately.

53. Because the actual options for bid are not clear, would the City consider delaying the bid due date in order to have bidders review the Cities responses, possibly have more questions from those answers and need adequate time to prepare the proposal documents and costs for such services?

No. Please comply dates as per RFP.

54. Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

See the response to #6.

55. Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

See response to #17.

56. Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were. See response to #18.

a. A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service? See response to #2.

b. Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well. See response to #19b(b).

57. Is there a required size of container for recycling bin? See response to #19(c).

58. Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service? Yes, see responses to #13, #14 and #20.

59. Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in? See response to #21.

60. We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor. See response to #22.

61. In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy. See response to #23.

62. Who is the current hauler and what is the current breakdown of rates for residential garbage, recycling, bulk waste and yard waste collections, respectively?

See response to #22. Current trash provider is Republic Services.

63. Please confirm whether the yard waste and trash mix inside the cart.

Yes. See response to #27.

64. What is your policy on recycling? How do you handle it? Do you pick it up more than once and the container situation?

Currently, recycling is picked up the same day as the trash in a separate container that is marked differently than trash.

65. On Page 12 item 4. The last statement is that no bag trash is allowed. Are we talking that everything must be in the cart of biodegradable bags?

The City's intention of this statement is that the proponent must provide carts as a part of the contract. See response to #27.

66. On item 5 the Valet service. How many residents?

Currently, we have 827 residents needing valet service.

67. Are the collection routs on the web site up to date and accurate?

We will provide a map with addendum # 2.

68. Does the city have a preference as to if the carts are 95 gallon or 65 gallon?

See the response to #19b (b).

69. Does the proposal need to be spiral bound or 3 ring?

The responses should be bound so nothing is loose.

70. Can they be double sided or does it matter?

It doesn't matter, but each section needs to have separation.

71. What about the financial statement? I know it was an issue last time. Do you need it for every single property as some of them are rather big, or would it be ok to present one of the financial statements?

See response to #45

72. Can there be an Option #3 as part of their Bid Option.

No. The only two Options are Option #1 & Option #2.

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 25, 2020

David K. Hertzberg, PE
Director of Public Works

9/25/2020
Date

City of Joplin Residential Trash Collection Map

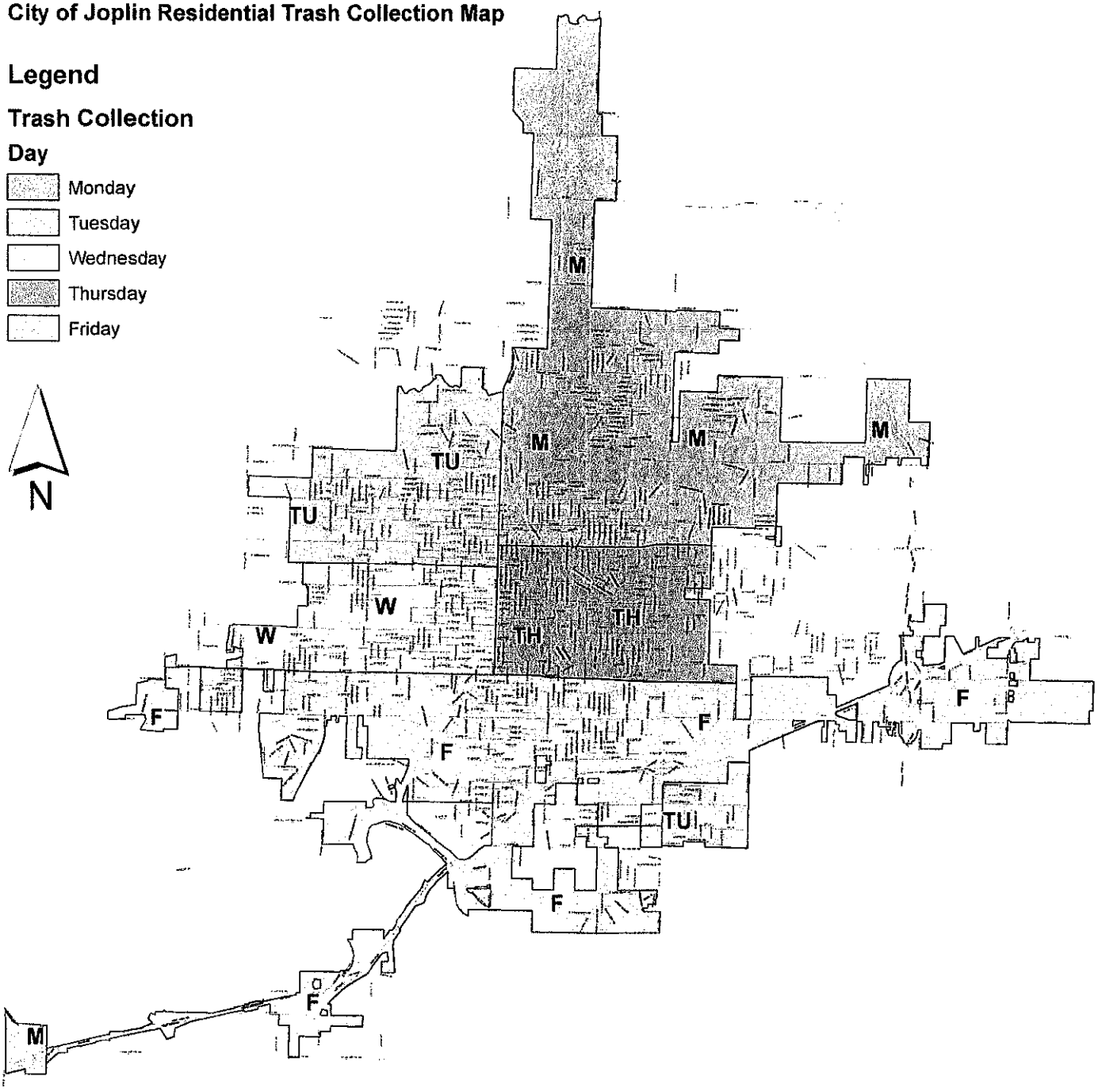


Exhibit B

CITY OF JOPLIN
ADDENDUM NUMBER 3

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Bid Selection Clarification .

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Friday, October 9, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. **Email:** dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

BID OPTION ONE:

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

BID OPTION TWO:

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

2) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential

curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:

BID OPTION ONE:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service	17,500	Bid Price Submitted	(A) X (B)
Item Two-Recycling Service	1,650	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

BID OPTION TWO*:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service and Curbside Recycling Cart	17,500	Bid Price Submitted	(A) X (B)
Item Two-Opt Out of Recycling Cart	3,300	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

****Bid Option Two-Contractor could deliver up to 17,500 recycling carts, in addition to the solid waste cart, to all residential users and then remove the recycling carts for those households opting out of this service. It is unknown how many residents will opt out of the recycling service.***

Exhibit B

Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.

These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.

David K. Hertzberg, PE
Director of Public Works

Date 9/28/2020

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 28, 2020

CITY OF JOPLIN
ADDENDUM NUMBER 4

Issued to all Bid Document Holders of Record.

Date: September 30, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Clarification of Addendum 3

1. In "Bid Option 2" it shows that each of the 17,500 homes will use a cart for trash but it also states that the hauler "could deliver up to 17,500 recycle carts". It was our understanding from Addendum 2 that there would be a sign-up period prior to the April 1st start date. Our interpretation is that the City will invite residents to participate in recycling, and based on their response, provide the hauler a list of participants who have chosen to receive a cart. Is this true or are we required to deliver a cart to every home then adjust the number downward as residents express their choice to "Opt Out"? **Bidders should anticipate delivering 17,500 recycle carts and trash carts to all residents, even though the City will try to determine a more precise number there is no guarantee that will occur.**
2. For residents who "Opt Out", would they then move forward with only 1 trash cart and pay a fee for all additional carts if needed? In other words, "Item Two" would only cover 1 cart and "Item Three" would cover each additional cart? **No, for those residents that opt out, they would still be able to get two free trash carts and pay for any additional carts after the first two.**
3. It appears that the only difference between "Bid Option One" and "Bid Option Two" is that "Bid Option One" has up to 2 carts for trash and Bid Option 2 has only 1 cart for trash and one cart for recycling. Both options would give residents the choice to participate or not participate in recycling. Is this correct? **No. Bid Option 2 still includes two free trash carts.**
4. There is a significant difference in the number of carts and trucks needed to service the 1,650 recycle participants currently receiving service, and the 14,500 that the City is projecting will want to pay extra for the service. It could amount to over $1,000,000 in additional capital costs. This is an unusual and risky requirement for the bidders with no guarantee that all 14,500 will participate. To reduce the financial risk of the City's numbers being wrong, and to minimize the cost to the residents, would the City consider eliminating any requirement to deliver recycle carts to homes that have not confirmed their choice to participate? Otherwise, we would need a guaranteed number of participants (amount of revenue) to insure that we are receiving an acceptable return on our capital investment. Or, would the City consider purchasing the recycle carts? No, the RFP is requesting a price for the trash company to deliver both carts to all

residents and then remove them for those residents that opt out. Please bid accordingly as stated in the RFP.

5. Currently carts being used for the Joplin contract do not contain phone numbers. The bid specs include outdated language that requires haulers to attach phone numbers to their carts. With modern advancements in technology, companies are easy to find. Can this requirement be eliminated? Answered in Addendum #2.
6. Could contractor provide one electronic copy of their financial statement in their package rather than 6 printed copies with several hundred pages? Answered in Addendum #2.
7. Because of the questions arising from the interpreted changes in the bid specs, and the fact that the actual bid options/intent has changed, would the City postpone the due date for two weeks? Bid due date is not changing.

David K. Hertzberg, PE
Director of Public Works

Date 9/30/2020

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 30, 2020

BID SHEET

Contractor	Base Bid	Customers	Option 1	Avg. Monthly Cost	Yearly Total
Current	Trash	17500	$11.86	$207,550	$2,490,600
	Recycling	1650	$4.95	$8,167.50	$98,010
	Add. Cart	650	$0.00	$0.00	
Total					**$2,588,610**
WCA	Trash	17,500	$11.38	$199,150	$2,389,800
	Recycling	1,650	$5.25	$8,662.50	$103,950
	Add. Cart	650	$5.00	$3,250	$39,000
Total					**$2,532,750**
Republic	Trash	17,500	$11.58	$202,650	$2,431,800
	Recycling	1,650	$10.97	$18,100.50	$217,206
	Add. Cart	650	$3.00	$1950	$23,400
Total					**$2,672,406**
Meridian	Trash	17,500	$14.50	$253,750	3,045,000
	Recycling	1,650	$6.25	$10,312.50	$123,750
	Add. Cart	650	$4.00	$2,600	$31,200
Total					**$3,199,950**
Shorts	No bid		No bid	No bid	No bid

Bid Option #1 requested Proposers to bid curbside trash and recycling pick-up. Each bid included a free extra trash cart with the bid. Currently, each citizen pays $12.41 a month for their trash and $4.95 for recycling for the citizens who have chosen that item. With the winning bid, the citizen's cost for trash will be $11.93 for the first two years of the contract. Those who choose recycling will pay $5.25 for the first two years. In years 3, 4 and 5 the rate of each will be raised by 2% annually.

Inflationary Adjustments over five-year contract period shown below for Option #1:

Contractor	2021	2022	2023	2024	2025
WCA	$2,532,750	$2,532,750	$2,583,405	$2,635,073	$2,687,774
Republic	$2,672,406	$2,672,406	$2,725,854	$2,780,371	$2,835,978
Meridian	$3,199,950	$3,199,950	$3,263,949	$3,329,228	$3,395,813
CITIZEN					
Trash	$11.93	$11.93	$12.16	$12.39	$12.63
Recycling	$5.25	$5.25	$5.36	$5.47	$5.58
Addl Cart	$5.00	$5.00	$5.10	$5.20	$5.30

BID SHEET

The following is Bid Option #2 which is for curbside trash & recycling, however, it details that what if each customer was delivered a recycling cart as well as their trash cart. The customer could option out of recycling if they wanted to. The contractor would be expected to deliver 17,500 recycling carts.

Contractor	**Base Bid**	**Customers**	**Option 2**	**Avg. Monthly Cost**	**Yearly Total**
WCA	Trash	17,500	$16.25	$284,375	$3,412,500
	Recycling	3300	$5.25	$17,325	$207,900
	Add. Cart	650	$5.00	$3,250	$39,000
Total					**$3,659,400**
Republic	No Bid		No Bid	No Bid	No Bid
Meridian	Trash	17,500	$20.75	$363,125	$4,357,500
	Recycling	3300	$14.50	$47,850	$574,200
	Add. Cart	650	$4.00	$2,600	$31,200
Total					**$4,962,900**
Shorts	No bid		No bid	No bid	No bid

AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of November, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and WCA Waste Corporation, a Delaware Corporation, hereinafter referred to as "WCA," and with City and WCA being referred to collectively as the "parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, WCA desires to be engaged as the City's WCA for the purpose of collection and disposal of solid waste as described in its Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected WCA as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is effective from April 1, 2021 to March 31, 2026, unless terminated as provided herein.

2. Scope of Work. WCA agrees to diligently perform in a professional and workmanlike manner the collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A, and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B. Specifically, WCA's services include but are not limited to the collection and disposal of solid waste and curbside recycling services to all single-family residential dwellings within City's current and future corporate limits. WCA will provide all labor, materials, and equipment.

3. Payment. WCA will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. Specifically, WCA's fee schedule for years one and two of this Agreement is as follows: $11.38 for curbside trash per month per single-family residential dwelling. Customers may pay for additional carts for the price of $5.00 per month per cart. Customers may pay for curbside recycling for the price of $5.25 per month. WCA's fees will increase by 2% in year three, resulting in $11.61 for trash, $5.10 for additional carts, and $5.36 for recycling. WCA's fees will increase by 2% in year four, resulting in $11.84 for trash, $5.20 for additional carts, and $5.47 for recycling. WCA's fees will increase by 2% in year five, resulting in $12.08 for trash, $5.30 for additional carts, and $5.58 for recycling. In no event will City be liable for any failure to pay WCA.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. WCA 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. WCA 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. Insurance. Without limiting any of the other obligations or liabilities of WCA, WCA 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. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of WCA to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of WCA to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with City within ten (10) days of the effective date 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, 602 S. Main St., Joplin, MO 64801.

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

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

Employer's Liability Insurance…$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars ($1,000,000.00) for all claims to property arising out of a single occurrence

and at least One Hundred Thousand and no/100 Dollars ($100,000.00) to any one owner with respect to damages to property. WCA 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 WCA, its employees, officers, or agents. WCA agrees to cause its insurer to name City as an additional insured on such insurance policy, including City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Legislative or Judicial Changes. In the event the scope or extent of 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, City may require WCA, upon ten (10) days written notice, to execute a contract addendum whereby WCA agrees to provide, at a price not exceeding WCA's actual increased premium cost, additional liability insurance coverage as City may require to protect 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.

6. 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.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, WCA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for WCA's reasonable attorney's fees and expenses.

9. 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 WCA.

10. Certification of Non-Resident/Foreign Companies: WCA shall procure and maintain during the life of this Agreement a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo. and a certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

11. 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.

12. Compliance with laws. WCA 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.

13. Consequential Damages. In no event shall City be liable to WCA for special, indirect, or consequential damages.

14. Contract Documents. The contract documents shall consist of the following: this Agreement, Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, Request for Proposal #101-2020 Solid Waste Collection Services will prevail.

15. 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.

16. Ethics. WCA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WCA, 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 WCA, any fee, commission, gift, or contingent fee.

17. 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.

18. Indemnification. WCA 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 WCA, 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.

19. Non-Discrimination. WCA agrees in the performance of this Agreement 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 WCA or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. 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.

21. Rights and Benefits. WCA's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

22. 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.

23. Subcontractors. WCA 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 WCA is for the acts and omissions of persons it directly employs. WCA shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to WCA by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give WCA the same power regarding termination of any subcontract as City may exercise over WCA 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.

24. Termination. City may terminate this Agreement, without cause, by giving WCA thirty (30) days' written notice of the same.

25. 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.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR WCA

BY: _____
Randy Thompson, District Manager
Missouri, South District

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

COUNCIL BILL NO. 2020-176 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units 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:

Whereas, since April 1, 2016 the City of Joplin has managed residential trash service through an exclusive franchise agreement and said agreement expires on March 31, 2021.

Whereas, the City of Joplin accepted three competitive, sealed Proposals (RFP-101-2020) on October 9, 2020 for residential trash and recycling services.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" and "residential trash administration" and the FY 2021-2022 budget will provide for the same.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; 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 by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted collection and disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-176

I hereby certify that a sufficient amount is available in the solid waste fund for the sanitation charges and residential trash administration to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance