CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-252 – Right-of-way Vacation

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 039-24: An alley located at 1036 S Range Line Rd – Alley Vacation – A request to vacate a portion of alley right-of-way – Seneca Enterprises MO, LLC

BACKGROUND:

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

PLANNING & ZONING COMMISSION TESTIMONY:

Max DiCarlo and Andy Seemiller represented the case. They explained that they addressed previous concerns by changing their plan to no longer utilize the roll over curb. Instead, they will be having the area striped.

PUBLIC COMMENT;

Morris Glaze and Darieus Adams spoke in support of the vacation. Mr. Glaze had 43 years of prior experience in the trucking industry and dispatching trucks.

Martha Pope, Norman Cramer, Matt Kincaid, Brett Faubion, and Geary Williams spoke in opposition of the case. Ms. Pope was concerned about traffic on Frost Ave. Mr. Cramer said the trucks will not be able to make the turn. Mr. Kincaid stated he was a truck driver and a farmer. He spoke about the turns and traffic and displaced storm water. Mr. Bellairs replied that all new developments are required to address the stormwater impact. Mr. Williams stated there was a camera placed on his property that he did not authorize and was concerned with traffic.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-252
Planning & Zoning Commission recommends approving Case 039-24 (4 in Favor, 3 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 039-24 A request to vacate alley right-of-way.

APPLICANT Seneca Enterprises MO, LLC

REPRESENTATIVE First Street Development, LLC

LOCATION 1036 S Range Line Rd

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 20′X120′

REASON FOR VACATION

The owner of the property located at 1036 S Range Line Rd also owns the property west of the alley. They wish to vacate this portion of the alley right-of-way so that they can run their drive through it. There will be alternative access by rerouting access through Frost Ave and recording an easement agreement with the City. Frost Ave is a platted street, and the applicant will be improving a portion of Frost Ave at their own expense.

Since the applicant′s last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running north to south through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No comment was provided from the utility companies. All easements will remain.

DISCUSSION

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

Staff recommends approving Case 039-24.

ENCLOSURES

- Application
- Map

CASE 039-24: ALLEY VACATION

An alley located at 1036 S Range Line Rd- Alley Vacation- A request to vacate a portion of alley right-of-way- Seneca Enterprises MO LLC

Mr. Kimble asked the applicant or representative to come forward and state their name and address for the record.

Max DiCarlo and Andrew Seemiller with Frist Street Development of 4700 Bellview Dr. Kansas City, Missouri presented the case on behalf of Seneca Enterprises.

Mr. Seemiller explained that they had made the changes recommended by the City Council. Mr. Seemiller explained that in the revisions to the plans they have changed the use of roll over curbs, to striping and they have widened the necessary areas for ingress and egress. Mr. Seemiller stated that City engineers have stated that this revised plan should improve the overall flow of the site.

Mr. Kimble asked if anyone on the commission had questions for the representative.

Dr. Rosenberg asked Mr. Seemiller, who owned the property to the west of the alley, directly behind the corner property.

Mr. DiCarlo stated that the property Dr. Rosenberg had asked about is currently owned by Seneca Enterprises, whose First Street Development has a purchase and sale agreement with to purchase both sides of the alley.

Dr. Rosenberg asked Mr. DiCarlo if there would be anything preventing them from fencing the property in if they chose to do so.

Mr. DiCarlo stated that there is not anything preventing them from fencing the property in.

Mr. DiCarlo stated that the turning templates provided show that there is no approaching on private property that is being used as a turnaround. Mr. DiCarlo continued to explain that the turning templates also show the use of the WB67 semi-trailer, which is the largest semi-trailer that can be on the roadway.

Mr. Kimble asked Mr. DiCarlo if the property on both sides of the alley way is owned by the developer.

Mr. DiCarlo explained that they are currently owned by the seller, since the property selling is contingent on the approval of the project and are both part of the purchase and sell agreement.

Mr. Kimble asked Mr. Bellairs if it was acceptable to ask for a vacation of the alleyway if the property is not yet owned by the representatives that have proposed the movement of the alleyway.

Mr. Bellairs stated that the current owners had applied for the alley vacation, which is Seneca Enterprises LLC, and they signed an owner affidavit so that First Street Development could present the case on behalf of them. Mr. Bellairs stated that this is a common practice for public hearing cases.

Mrs. Klue- Michael asked the representatives how trucks would get down the alleyway if there were cars in the drive through, if there were cars wanting to enter the drive through from the Range Line entrance.

Mr. DiCarlo stated that at the site was designed to allow car stacking for 19 cars. Mr. DiCarlo continued to explain that a semi-truck may have to wait around a minute if there were more than 19 cars in the stack, to be able to drive through the lot.

Mr. Kimble asked Mr. DiCarlo if cars did not want to exit through the Range Line exit and are trying to exit through the Frost Avenue exit, if this could cause an issue with traffic in the lot.

Mr. DiCarlo explained that they had done a study on the traffic through the site, and there is minimal traffic from large vehicles and only a few times a week, typically not at peak hours, so he does not believe this would be an issue.

Mr. Kimble asked Mr. Bellairs if there should be concern over the roadway at Frost Avenue due to the traffic from large vehicles.

Mr. Bellairs stated that when public streets are designed, they must be constructed to the public works standard and that this street would not receive any more traffic than 11th street currently does due to the large shipments received by business in the area.

Ms. Phillips asked Mr. DiCarlo if cars had the ability to go north or south on Range Line Road.

Mr. DiCarlo stated that cars had the ability to go north or south on Range Line Road. Mr. DiCarlo explained that the plan was reviewed by the Missouri Department of Transportation and they were comfortable with access as proposed, and the tenant can post way finding signs on their own.

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

Mr. Morris Glaze of 3321 Delaware, Joplin, Missouri asked to speak in favor of this case. Mr. Glaze explained that he had 43 years of experience in the trucking industry and dispatching trucks. Mr. Glaze stated that upon visiting the alley and reviewing the current plans presented, he does not see that there should be any issue with the deliveries being made to current business owners.

Mr. Kimble asked Mr. Glaze if the north side of the alley way that exits onto 10th Street would take be able to take truck traffic and trucks would be able to turn onto 10th Street, then turn onto Range Line.

Mr. Glaze explained that a short trailer would be able to, since there are no obstructions.

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

Mr. Darieus Adams of 2520 Kingsdale St. Joplin, Missouri asked to speak in favor of this case. Mr. Adams continued to explain that the plans presented he believes are adequate for all range of semi-trailers to use. Mr. Adams stated the applicant has gone above and beyond what the City has asked to address the concerns.

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

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

Martha Pope of 7974 County Road 290, Carl Junction, Missouri asked to speak in opposition to this case. Ms. Pope stated that she is the owner of the property west of the proposed Dutch Brothers location. Ms. Pope explains that her tenant's driveways enter from the alley way, and she believes the proposed changes will cause issues involving her tenant's privacy, trash service and noise issues. Ms. Pope also asked for clarification regarding where the fence would be placed for her tenants if this project was approved.

Mr. Seemiller explained that Ms. Pope's property is to the west of Frost Street and not the alley way in question. Mr. Seemiller continued to explain that the fence will be situated on the east side of Frost Street, where there is currently fencing.

Ms. Pope asked where the trash receptacles will be placed in regard to her property.

Mr. Seemiller explained that the trash receptacles will be placed to the east of the fence, behind the drive through of the proposed business.

Ms. Pope asked if the alley way will allow customers to come and go at all times.

Mr. Kimble explained that there would be several ways, including through the alley way for traffic to go through the area.

Mr. Bellairs stated that the property Ms. Pope owns is on a platted street and that nothing is being vacated there, which is also why she did not receive a letter.

Mrs. Klue- Michale asked Mr. Bellairs for clarification regarding the proposed completion of Frost Avenue.

Mr. Bellairs explained that Frost Avenue will be constructed, but not completed to 10th Street.

Ms. Pope asked if this meant that all of the truck traffic would be going through the street near her property then.

Mr. Kimble stated that this would be correct.

Mrs. Klue- Michael asked Ms. Pope if the only parking available to her tenants was located in the alley.

Ms. Pope explained that this is correct.

Mr. Kimble asked Ms. Pope if her tenants park on Frost Avenue.

Ms. Pope stated that her tenants take Frost Avenue and drive directly into the driveway.

Mr. Kimble asked Ms. Pope if any of her tenants have any small children.

Ms. Pope explained that one of her tenants have grandchildren.

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

Norman Cramer of 1032 S Range Line Road, Joplin, Missouri asked to speak in opposition to this case.

Mr. Cramer stated that the proposed changes would not allow his delivery drivers to make deliveries with the proposed turn templates. Mr. Cramer explained that his delivery drivers stated they would not be comfortable delivering to his business due to safety concerns regarding traffic, which could lead to him losing his suppliers to his business. Mr. Cramer voiced concerns regarding a camera that had been placed in the alley way. Mr. Cramer also explained that many of his elderly customers have voiced concerns about not being able to use the alley way to access his business. Mr. Cramer explained that his deliveries are anywhere from 5AM to 9AM during the weekdays and he feels this would cause backed up traffic since that would be the most realistic time for customers to want coffee.

Mr. Spruce asked Mr. Cramer if his deliveries could be delivered on a small truck due to the lower weight amounts.

Mr. Cramer explained that his deliveries come from the Kansas City area, and he is not the only delivery for his supplier.

Mr. DiCarlo asked to clarify that First Street Development did have the camera installed so they could analyze and make sure they could accommodate the traffic of the area as proposed.

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

Matt Kincaid of 17534 Baseline Boulevard, Jasper, Missouri and Brett Faubion of 362 NW 50th Road, Jasper, Missouri asked to speak in opposition to this case. Mr. Kincaid explained that he is a truck driver and a farmer. Mr. Kincaid explained that he has concerns about impeding traffic due to the turns required by the semi-trucks. Mr. Kincaid also stated concerns regarding the water flow of the area.

Mr. Bellairs explained that during any new civil project, the City's civil engineers and the applicants' engineers are required to address any issues regarding stormwater. Mr. Bellaris continued to state that he is not a civil engineer and not part of the review regarding the stormwater process for civil projects.

Mr. Kincaid asked Mr. Bellairs what the elevation was currently for the project without pavement being poured for the facility.

Mr. Bellairs stated that he cannot speak to that, as he is not a civil engineer, but the City does have a review process for all new projects.

Mr. Faubion stated concerns regarding the congestion of traffic due to the large turns needed for semi-trailers to make into the parking lot.

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

Geary Williams of 2930 Illinois Avenue, Joplin, Missouri asked to speak in opposition to this case. Mr. Williams stated there was a camera put on his property that he did not authorize. Mr. Williams stated he owns near the proposed Dutch Brothers location and has concerns over the traffic that will be brought to this area.

Ms. Phillips asked Mr. Williams if he allows Mr. Cramer to make turns on his property.

Mr. Williams stated that this is correct.

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 039-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (4 IN FAVOR, 3 NAY)

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 039-24
Filing Fee: $600.00
Received: 11/5/24
Date Advertised:
Proj. No. 25-003
Public Hearing Date: 12/9/24

Applicant: First Street Development, LLC. Phone No.: 314.566.8026

Address: 4700 Belleview Ave, Suite 415, Kansas City, MO 64112 Email: andy@firststreetdev.com

Owner: Seneca Enterprises MO, LLC Phone No.: 615.545.6837

Address: 3017 Abigail St., Joplin, MO 64804 Email: ashokpatelabc@gmail.com

Location of Street or Easement: THE NORTH-SOUTH 20 FOOT ALLEY LOCATE BTWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

Type of Vacation: Street Easement (Alley) Plat

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

Yes	No	
☒	☐	Private rights will not be injured or endangered by the vacation.
☒	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☒	☐	In justice to the applicant(s) the vacation should be granted.

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

Yes	No	
☒	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☐ ☐ N/A

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

☐ ☐ N/A

Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 10.30.24

DocuSign Envelope ID: 5135B341-3362-4D0C-B26C-00568DCC618F

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Ashok Patel (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as Campbell's 1st, Lots 7-10 (legal description) more commonly known as 1036 S Rangeline Rd.. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for First Street Development to speak on my behalf and act as my Agent at the meeting in Case Number 025-24.

Date: 5/20/24

DocuSigned by:
5/20/2024
Signature of Owner

Signature of Owner

Printed Name

Printed Name

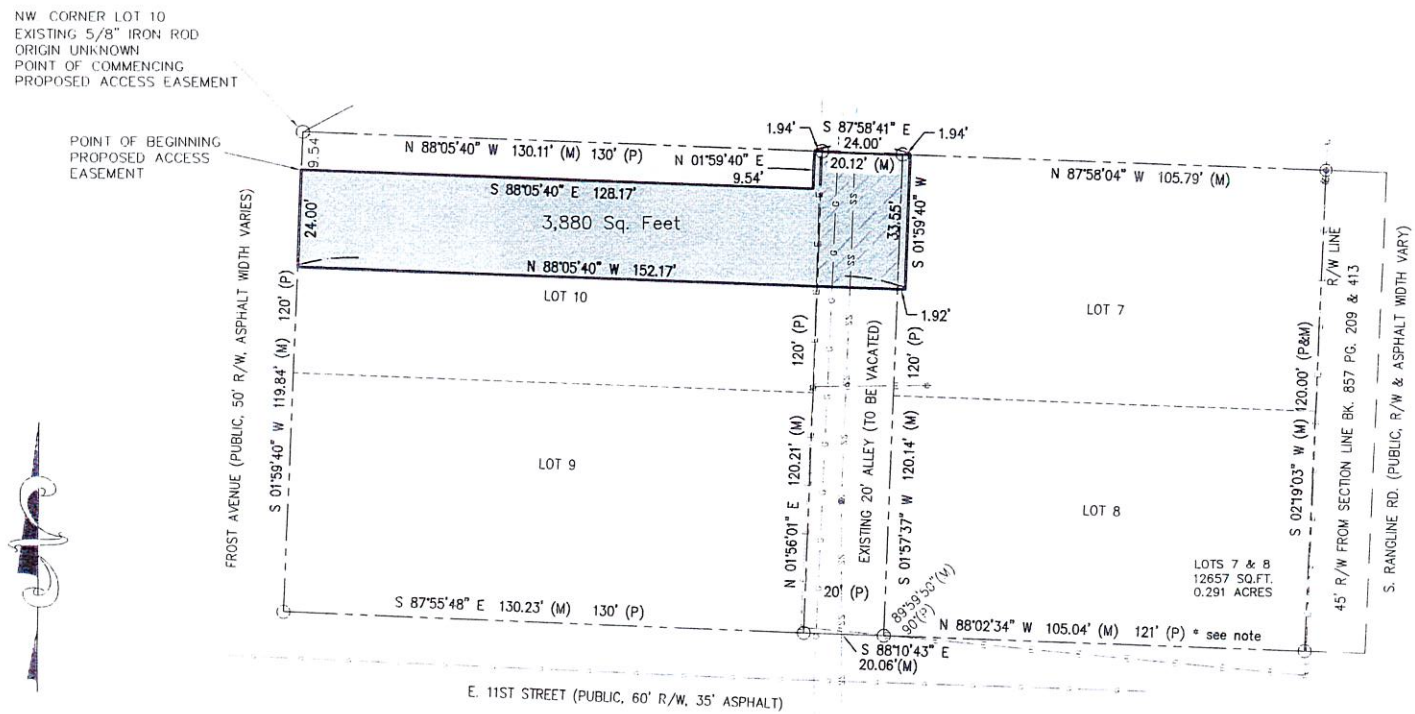
In witness whereof I have hereunto subscribed my name and affixed my official seal this 20th day of May, 2024.

Rayna Jefferis
Notary

RAYNA JEFFERIS
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 23348093
My Commission Expires 03-27-2027

My commission expires: 03-27-2027

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)



0 30 60

SCALE: 1" = 30'

* No corner monuments were set on Easement (Per request)

* Right-of-Way acquired by MoDOT on the East side of Lots 7 & 8 acquired an additional 15' (including the original 30 feet from plat)

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Missouri, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on April 19, 2024 and that the information shown hereon is true and correct and meets or exceeds current Missouri Minimum Standards for Boundary Surveys

STATE OF MISSOURI
WILLIAM A. BOOE
NUMBER
PLS-2002010970
PROFESSIONAL LAND SURVEYOR
5-20-24

William A. Booe

William A. Booe, PS 2002010970
w.booe@cornerstone-rs.com

LEGEND

○	Existing Iron Rod Origin Uncertain (unless noted)
⊛	Set 1/2"x24" Iron Rod with 1.5" Plastic Yellow Cornerstone Cap Stamped LS110 (unless noted)
- - - -	Boundary Line
———	Easement Line
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension

PROPOSED EASEMENT DESCRIPTIONS & VACATION

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

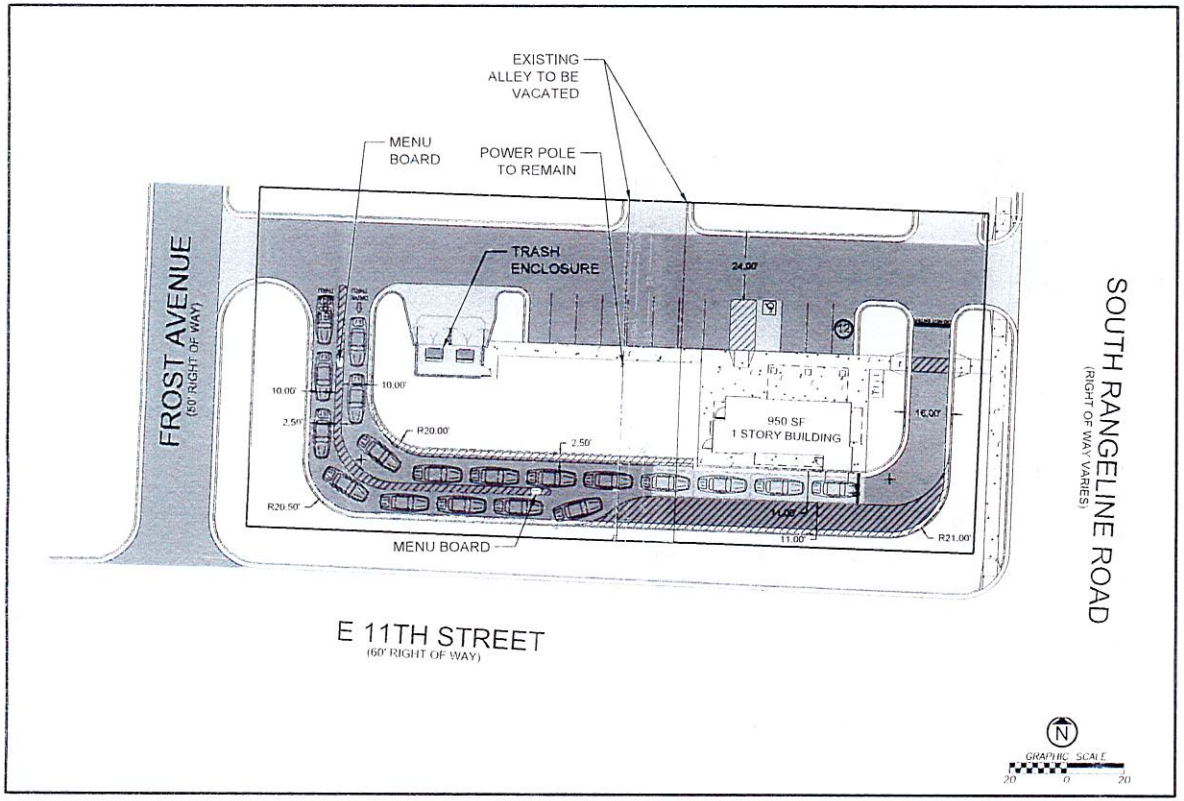
PROPOSED ACCESS EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
617 S Hwy 69 Pittsburg, KS 66762 Ph:620-235-1166

DRAWN BY: RBZ	DATE: 5-17-2024	JOB NO. 1-24020053M ESMT
CHECKED BY: WAB	REVISION DATE: 5-20-2024	REF. JOB NO. N/A
PREPARED FOR: FIRST STREET DEVELOPMENT		

EASEMENT DESCRIPTIONS / ALLEY VACATION
A PORTION OF LOTS 7 & 10, CAMPBELL'S 1ST ADDITION
To The CITY of JOPLIN, JASPER COUNTY, MO.



SITE DATA

ZONING- C-3

TOTAL PROPERTY AREA	0.704 ACRES
DISTURBED AREA	X.XX ACRES

BUILDING DATA

BUILDING GROSS SF	APPROX950 SQ FEET

PARKING DATA

CITY REQUIREMENT - RESTAURANT -1 PER 3 SEATS
(OUTSIDE SEATING EXCLUDED)

REQUIRED PARKING	0
PROVIDED PARKING	12
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

NAME
NUMBER

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4970 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

##########

4/1/2024

##########

##########

##########

#########

#####

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

PROPOSED ACCESS EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THEPOINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCEN 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEASTCORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNEROF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10,152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT10, 24.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3880 SQUARE FEET, MORE OR LESS.

When recorded, mail to:

First Street Development, LLC
c/o A&C Ventures, Inc.
465 1st St. W., 2nd Floor
Sonoma, CA 95476
Attention: Legal Department

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Easement Agreement**") is made this __ day of _____, 2024, by First Street Development, LLC, a California limited liability company ("**FSD**") and the City of Joplin, Missouri (the "**City**").

RECITALS

A. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "A"** ("**Lot 9-10 Parcel**") attached hereto and incorporated herein by this reference.

B. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "B"** ("**Lot 7-8 Parcel**") attached hereto and incorporated herein by this reference.

C. The Lot 9-10 Parcel, and the Lot 7-8 Parcel are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**."

D. FSD desires to convey a certain easement for ingress, egress and access over, under, through, upon and across each Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSD does declare and reserve the following:

1. Grant of Access Easement; No Public Dedication.

A. FSD hereby declares a non-exclusive easement for the purpose of ingress and egress over, upon across the Lot 7-8 Parcel and the Lot 9-10 Parcel in the locations depicted on **Exhibit "C"** attached hereto and made a part hereof and more particularly described on **Exhibit "D"** attached hereto and made a part hereof (the "**Access Easement**"). The Access Easement shall be for the use of each Parcel by FSD and any person or entity that becomes the record owner of fee title to either Parcel (each such person or entity, and FSD, are referred to herein individually as an "**Owner**" and collectively, as "**Owners**"), together with (i) the Owners' employees, agents, invitees, and licensees, including, without limitation, (ii) the employees, agents, invitees, and

licensees of any tenant of the Owners (collectively, "**Non-Owner Users**") and the employees, contractors, and agents of the City of Joplin, Missouri (collectively, the "**City Users**"), and (iii) the owners of that certain real property described as Lots 1 through 6 (inclusive) in Campbell's First Addition to the City of Joplin, Jasper, County, Missouri, together with such owners' employees, agents, invitees, and licensees (including any employee, agent, invitee, and licensee of any tenant of such owner) (collectively, the "**Adjacent Parcel Users**") that might require ingress or egress through the Access Easement, subject to the conditions herein contained.

B. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement shall prohibit the use of the Access Easement by the public.

C. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement is intended, nor shall any part of this Easement Agreement be construed or otherwise deemed in any way, to constitute a dedication for public use of any portion of the Parcels or the Access Easement.

2. Maintenance. Each Owner shall be solely responsible for the maintenance and replacement of that part of the Access Easement located on its own respective Parcel. Such maintenance shall include, without limitation, sweeping, washing, removal of trash, painting and restriping, repair and replacement of paving as necessary.

3. Reserved Rights. Insofar as the proper function of the Access Easement is not impaired, each Owner shall retain the right to the normal use and enjoyment of the Access Easement area for access, egress, open space or similar purpose. Each Owner may grant subsequent easements provided however that no such easement shall interfere with the rights and privileges of the other party granted herein.

4. Remedies and Enforcement.

A. In the event of a breach or threatened breach by (i) an Owner (including any Non-Owner User using the Access Easement due to the invitation of, relationship with, or agreement with such Owner) or (ii) the City (or any City User) (the "**Defaulting Owner**") of the provisions hereof, any other Owner (the "**Non-Defaulting Owner**") shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

B. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof, the Non-Defaulting Owner shall have the right to perform such obligations contained in this Easement Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency the Non-Defaulting Owner may immediately cure a default and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof.

C. In any legal or equitable proceeding to determine the rights of the parties to enforce or restrain the breach of this Easement Agreement, the unsuccessful party shall pay the reasonable attorneys' fees and costs of the prevailing party. The remedies set forth herein shall be cumulative and in addition to all of the remedies permitted at law or in equity.

5. Easement Runs with Land. The Access Easement is for the benefit of and appurtenant to each Parcel and also burdens each Parcel. The rights and obligations imposed by this Easement Agreement shall run with the land. The acceptance by any person or entity of any interest in the Lot 7-8 Parcel or the Lot 9-10 Parcel, or any portion of any of them, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Easement Agreement.

6. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Easement Agreement, or have any rights hereunder.

7. Amendment. This Easement Agreement may only be amended by a recorded document executed by the Owners of the Parcels.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

10. Applicable Law. This Easement Agreement shall be recorded in the office of the County Recorder of Jasper County, Missouri. The Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri.

11. Counterparts. To facilitate execution, this Declaration may be executed in as many counterparts as may be deemed appropriate by the parties hereto, all of which when taken together shall comprise one agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

FSD:

FIRST STREET DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name: Max DiCarlo

Its: Director

ACKNOWLEDGEMENT

STATE OF Kansas)
) **SS:**
COUNTY OF Johnson)

On 12th of July 2024 before me, Arricka Erwin, Notary Public, personally appeared Max DiCarlo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARRICKA ERWIN
Notary Public-State of Kansas
My Appt. Expires 12-19-2026

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF_____)
) SS:
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

(Legal Description of Lot 9-10 Parcel)

All of Lots Numbered Nine (9) and Ten (10) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "B"

(Legal Description of the Lot 7-8 Parcel)

All of Lots Numbered Seven (7) and Eight (8), except the East 15.00 feet taken for road right of way, all in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "C"

(Depiction of Access Easement)

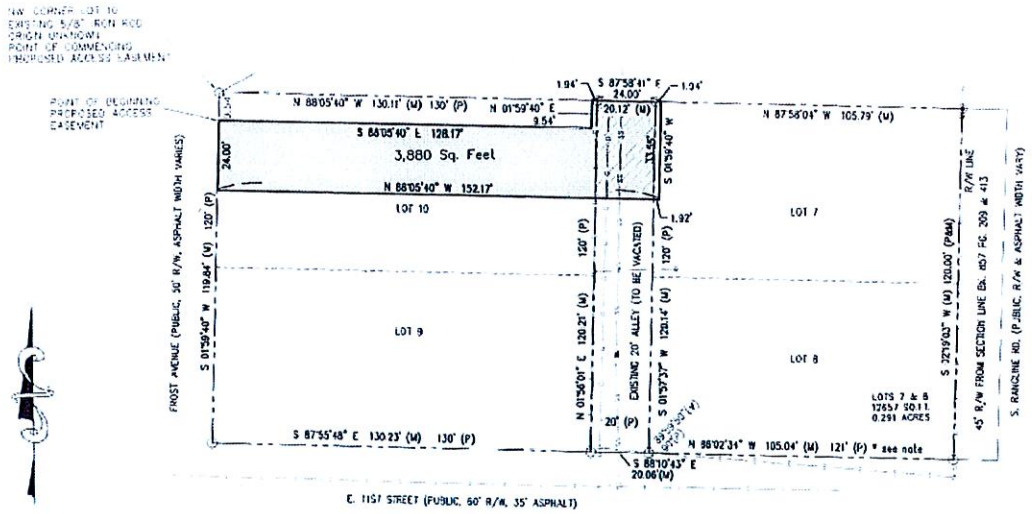
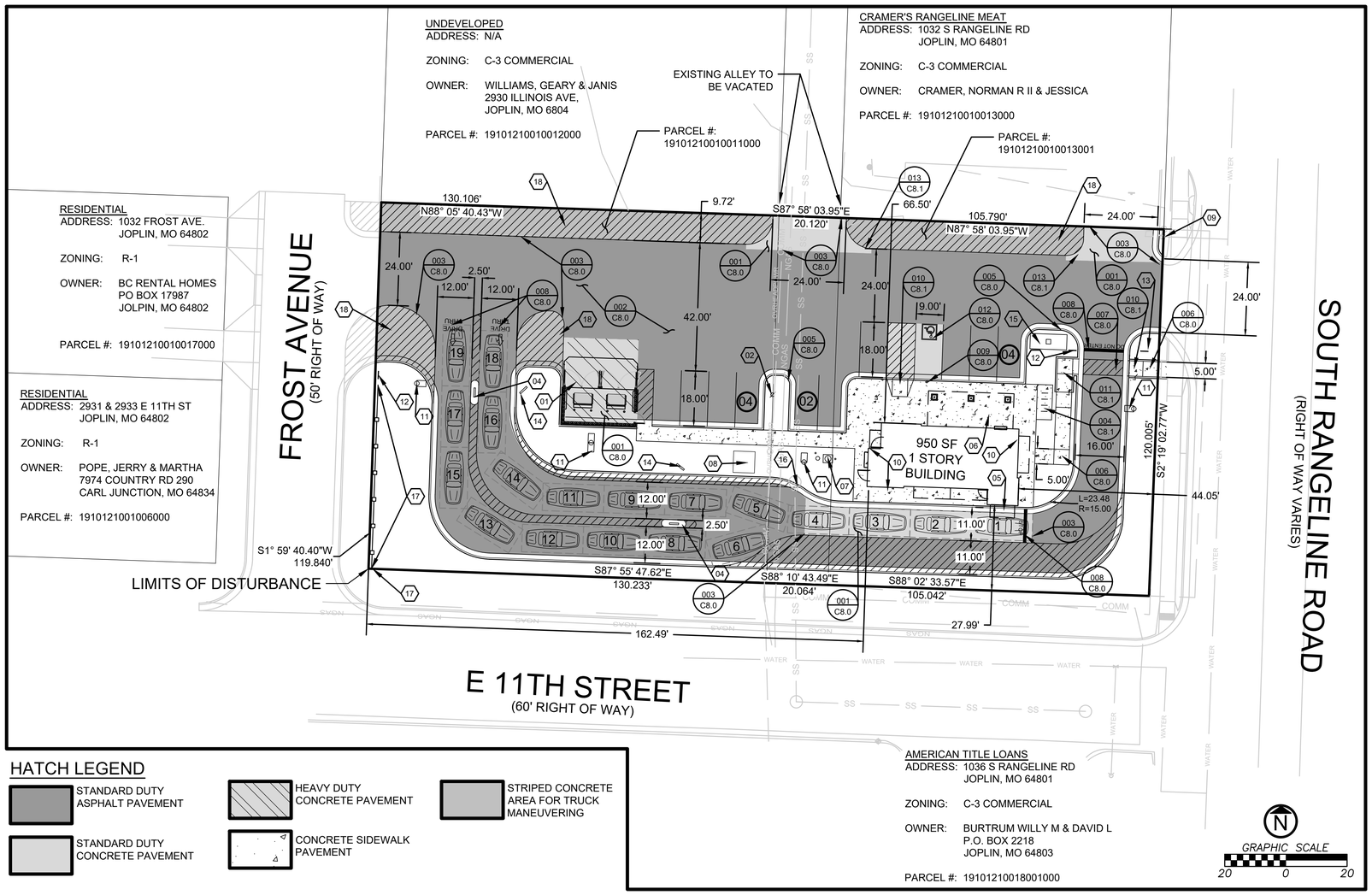


Exhibit "D"

(Legal Description of Access Easement)

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING, THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET, THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°56'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN, THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

SITE PLAN



HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STRIPED CONCRETE AREA FOR TRUCK MANEUVERING
- STANDARD DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

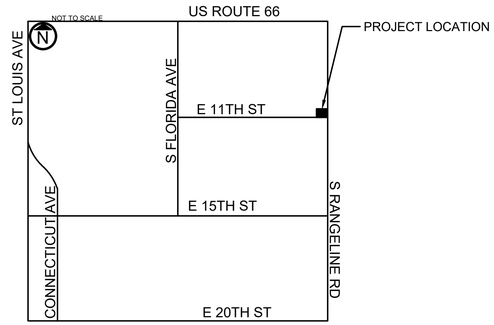
CONSTRUCTION NOTES

01 POWER POLE TO REMAIN
02 TRASH ENCLOSURE
03 STANDARD PARKING MARKINGS. SEE NOTES ON STRIPING DETAIL FOR SPECS
04 6" EXPOSED CONCRETE ISLAND WITH MENU BOARD. SEE SIGN PLANS
05 DRIVE THRU WINDOW. SEE ARCHITECTURAL PLANS
06 CANOPY. SEE ARCHITECTURAL SHEETS FOR DETAIL
07 50 GALLON GREASE INTERCEPTOR. SEE UTILITY PLAN (C5.0)
08 TRANSFORMER PAD. SEE UTILITY PLAN (C5.0)
09 EXISTING 1" DOMESTIC WATER SERVICE METER TO BE REUSED
10 ROOF DRAIN TO DAY LIGHT AT CURB. SEE UTILITY PLAN (C5.0)
11 LIGHT POLE ASSEMBLY. SEE STRUCTURAL PLANS FOR BASE DETAIL
12 DRIVE THRU SIGN. SEE SIGN PLAN
13 EXIT ONLY/THANK YOU SIGN
14 MENU BOARD. SEE SIGN PLAN
15 35' TALL PYLON SIGN. SEE SIGN PLAN
16 SANITARY MANHOLE RIM TO BE RAISED. SEE GRADING PLAN (C4.0)
17 PROPOSED 6' VINYL SIGHT PROOF FENCE
18 STRIPED CONCRETE AREA FOR TRUCK MANEUVERING. SEE NOTES ON STRIPING DETAIL FOR SPECS

DETAIL CALLOUTS

001 CONCRETE PAVEMENT SECTION
002 ASPHALT SECTION
003 THICKENED END SECTION
004 BIKE RACK
005 CURB AND GUTTER
006 SIDEWALK SECTION
007 CROSSWALK STRIPING
008 STANDARD PAVEMENT MARKINGS
009 ADA SIGN
010 ADA RAMP TYPE 1
011 ADA RAMP TYPE 2
012 ADA PAVEMENT MARKINGS

SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ZONING-	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES
DISTURBED AREA	.702 ACRES

BUILDING DATA

BUILDING GROSS SF	950 SF

PARKING DATA

CITY REQUIREMENT -RESTAURANT: 1 PER 3 SEATS. OUTSIDE SEATING EXCLUDED

REQUIRED PARKING	0
PROVIDED PARKING	10
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT
FIRST STREET DEVELOPMENT
4700 BELLEVIEW AVE.
SUITE 415
KANSAS CITY, MO
64112

ENGINEERING FIRM OF RECORD
aubry enterprises.
KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

DUTCH BROS COFFEE
JOPLIN, MO

9/17/2024

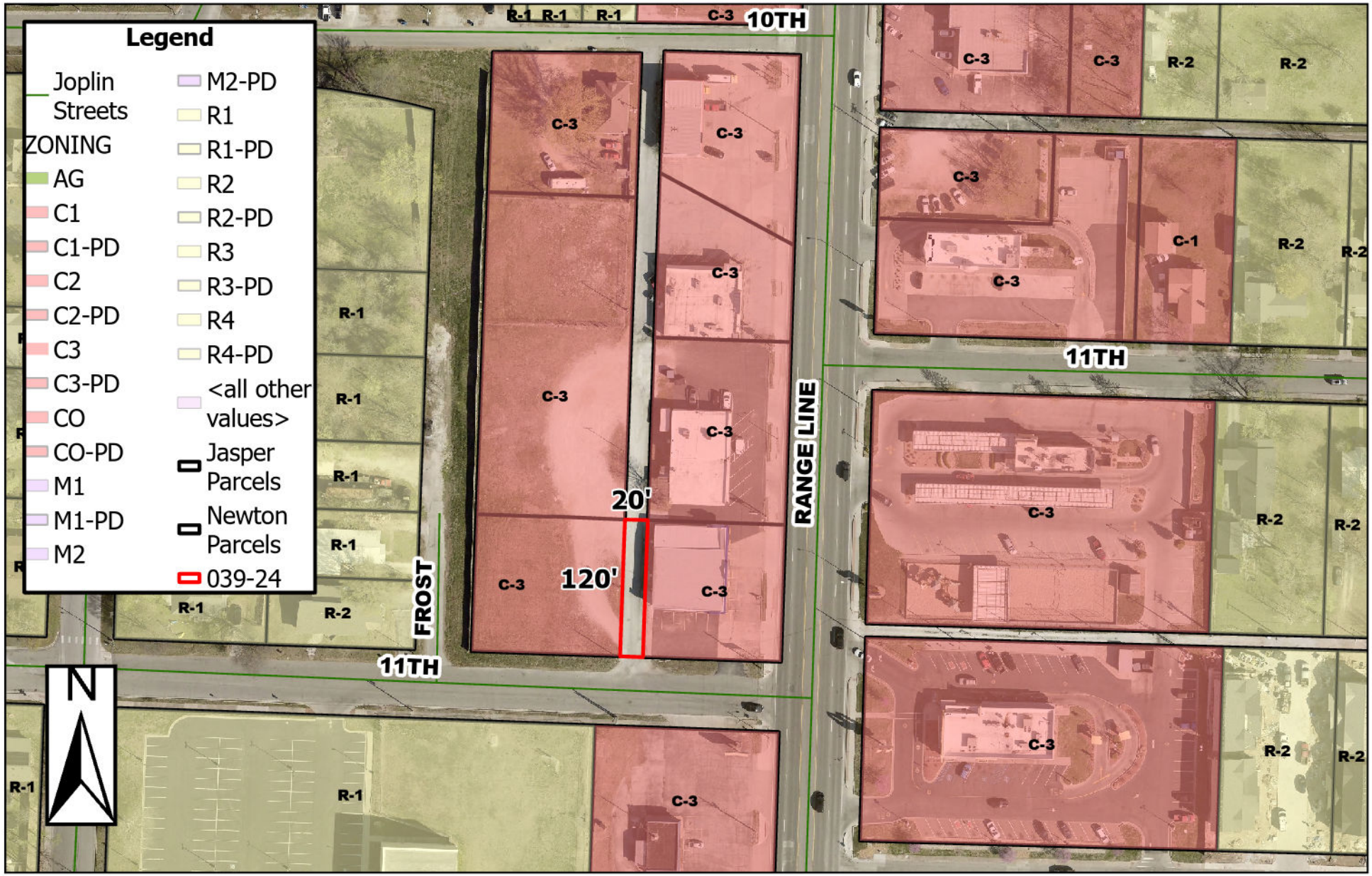
CIVIL IMPROVEMENTS

1036 S RANGELINE RD
JOPLIN, MO
64801

SITE PLAN

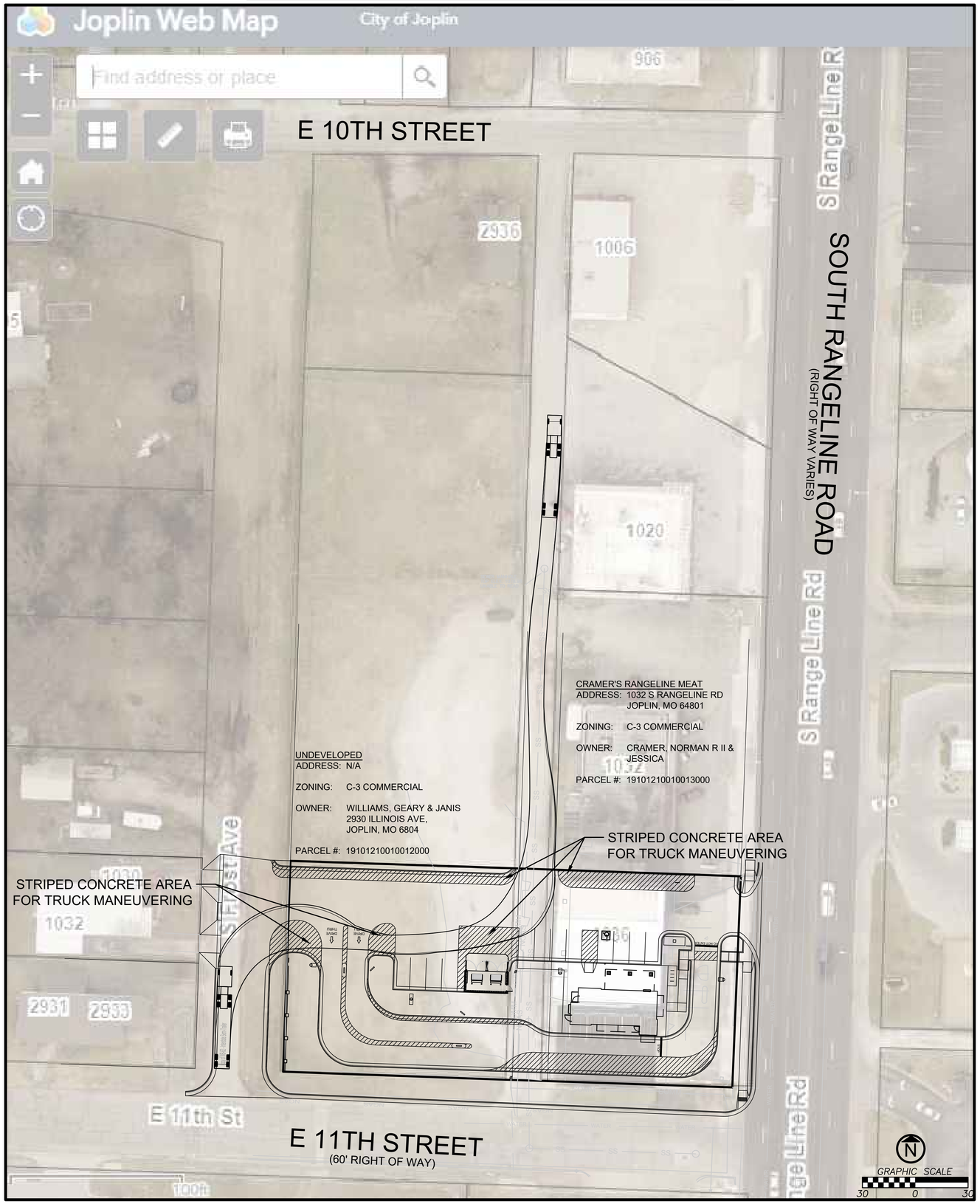
C2.0

Case 039-24: Alley Vacation

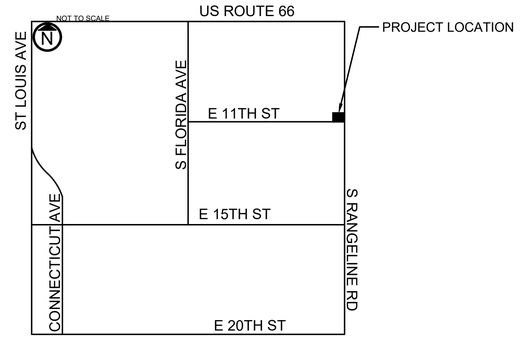


An alley located at 1036 S Range Line Rd - Alley Vacation -
A request to vacate a portion of alley right-of-way -
Seneca Enterprises MO, LLC

TURN RADIUS- SEMI TRUCK (NORTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

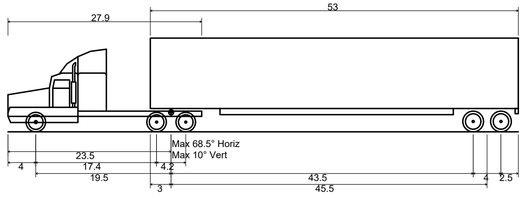
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

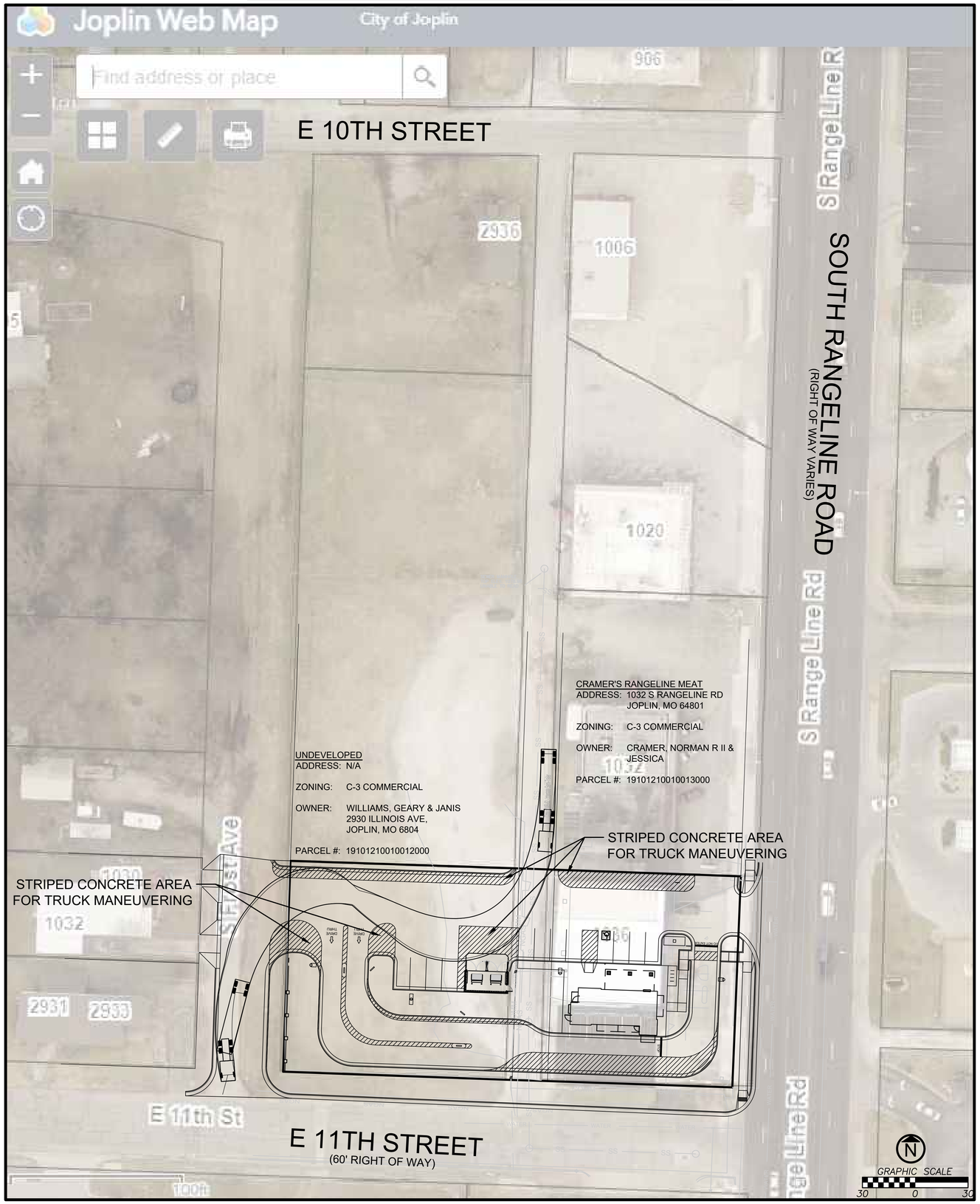
aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

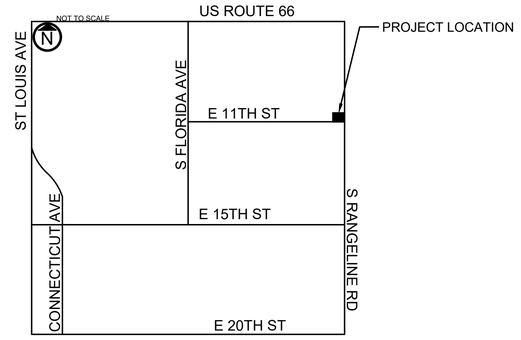
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

TURN RADIUS- SEMI TRUCK (SOUTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

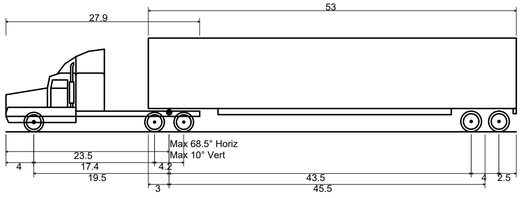
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4870 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

RD

Rusk, Dakota

Reply | Reply all | Forward

To: Bellairs, Tyler

Mon 11/4/2024 3:41 PM

Cc: Bolander, Troy; Andy Seemiller <Andy@firststreetdev.com>; Max DiCarlo <Max@firststreetdev.com>

Tyler,

That will work for truck movement as long as other drivers allow for the truck to make the wide turns. I do like this proposal better as the truck theoretically shouldn't have to mount any rollback curb to make the turn.

Dakota Rusk

Civil Engineer I

602 S Main St

Joplin, MO 64801

phone: 417-624-0820 Ext. 1598

email: DRusk@joplinmo.org

web: JoplinMo.org

JOPLIN MISSOURI

...

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 2931 and 2933 East 11th Street Joplin, Missouri, and do hereby protest Case Number 089-24. We provide the following additional comments: SEE ATTACHMENT.

Name: Martha L. Pope Name: _____

Sign: Martha L. Pope Sign: _____

Address: 7974 County Road 290, Carl Junction, MO 64834

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 6th Day of December 2024, before me personally appeared Martha L. Pope to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Webb City, Missouri, the day and year first above written.

Nikole D. Bowden

Nikole D. Bowden

Notary Public

My Commission expires 6-6-25.

NIKOLE D BOWDEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 21925605
My Commission Expires Jun 6, 2025

Once again, no formal letter was received regarding the hearings for vacation of the alley. My property sits at the side of the alley.

The alley provides access to our duplex driveways. The alley is between the Dutch Bros. property and our property. The proposed change of right of way will change the now limited traffic flow to extreme as well as change the privacy dynamic of our paying tenants to little privacy at all. Additional traffic will also impose on the ease of coming and going for my tenants, and could inhibit deliveries of their own. We believe this is an unreasonable interferance with our easement right and creates a substantial new burden to provide injunctive relief for the tenants, and owners of 2931 and 2933 East 11th Street with a certainty of creating a negative impact on our property value. With the proposed changes, the new untrammeled access of ingress and egress will surely pose a problem for our tenants creating a difference in quality of use invading our title for the purpose of that affects our property and value. Based on the plans at hand, access to my property would be blocked and denied. A street vacation terminates the public right to use that street. The "governing body" transfers the right-of-way to the private property owner of the newly proposed vacation. This would impeed our rights to enter our property. Based on the plans at hand, my tenants and my own access to my property would be blocked. Additionally, there is great concern regarding truck noise. As well, there will be new challenges for East Morland Elementary parents and students' safety, and travel time. Furthermore, garbage and trash will ultimately cause new issues littering our adjoining property, and school front neighborhood.

Certainly, I protest.

Martha L. Pope

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 11th Rangeline _____ Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments:

I strongly oppose the proposed alley entrance relocation as it creates unsafe traffic conditions around and within the property. It will also decrease the value of my and my neighbor's property, create hazards for pedestrians and students, and will cause trespassing issues. Furthermore, this proposal threatens the viability of surrounding small businesses. The relocation of the alley entrance decreases public safety and shared resources are affected.

I urge the City of Joplin to reject this exploitation and to prioritize the protection of my private property and neighborhood values over corporate gain. Thank you for taking action to preserve and protect our neighborhood and shared resources.

Name: Geary Williams Name: _____

Sign: Geary Williams Sign: _____

Address: 2930 Illinois Ave Jopin, MO

STATE OF Jasper)
) ss.
COUNTY OF Missouri)

On this 6 Day of December 2024, before me personally appeared _____
Geary Williams
_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her 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 first above written.

Zoie Hamilton

Notary Public

My Commission expires 9/23/28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

TB 12-4-24

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 1032. S. Rangeline Rd. Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments: Vacating the alley would disrupt our business, Cramer's Meats, from getting our delivery trucks with our product. Their site plans for the easement do not support adequate or safe access for large tractor trailer trucks that we get every week. We also get box trucks in every week. Those drivers do not feel that the site plans would be accomodating for them, as well.

Name: Norman R. Cramer II Name: _____

Sign: Norman R. Cramer II Sign: _____

Address: 1032. S. Rangeline Rd. Joplin, Mo. 64801

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4 Day of December 2024 before me personally appeared Norman Cramer

_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her 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 first above written.

Trinnity Faught

Notary Public

My Commission expires December 11, 2027.

TRINNITY FAUGHT
Notary Public - Notary Seal
STATE OF MISSOURI
Cedar County
My Commission Expires: Dec 11, 2027
Commission #23924459

DATE: 12/06/24 HARVEST MEAT COMPANY, INC.
USER: MPE TA2 SALES ANALYSIS BY SALESMAN

BRANCH: 7A TO 7A
SALESMAN: FIRST TO LAST
CUSTOMER: 9199 TO 9199
DATES: 01/01/24 TO LAST

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	V28414	01/04/24	5005.58	14345.80
9199 CRAMER'S QUALITY MEATS	V35048	01/09/24	-73.60	-84.64
9199 CRAMER'S QUALITY MEATS	V36909	01/11/24	4624.77	14823.39
9199 CRAMER'S QUALITY MEATS	V44734	01/18/24	3961.13	12556.82
9199 CRAMER'S QUALITY MEATS	V51246	01/23/24	.00	-124.22
9199 CRAMER'S QUALITY MEATS	V51273	01/23/24	.00	-310.87
9199 CRAMER'S QUALITY MEATS	V53174	01/25/24	3865.80	11558.34
9199 CRAMER'S QUALITY MEATS	V61426	02/01/24	2003.96	6482.22
9199 CRAMER'S QUALITY MEATS	V69768	02/08/24	4520.93	14954.98
9199 CRAMER'S QUALITY MEATS	V78403	02/15/24	2331.78	7629.32
9199 CRAMER'S QUALITY MEATS	V86554	02/22/24	3810.21	12571.00
9199 CRAMER'S QUALITY MEATS	V95145	02/29/24	5592.36	19517.59
9199 CRAMER'S QUALITY MEATS	W03617	03/07/24	4472.14	15338.26
9199 CRAMER'S QUALITY MEATS	W12213	03/14/24	4161.02	14629.07
9199 CRAMER'S QUALITY MEATS	W13169	03/14/24	.00	-25.18
9199 CRAMER'S QUALITY MEATS	W13170	03/14/24	.00	-23.95
9199 CRAMER'S QUALITY MEATS	W13576	03/15/24	.00	-25.03
9199 CRAMER'S QUALITY MEATS	W20813	03/21/24	4252.53	17659.78
9199 CRAMER'S QUALITY MEATS	W29346	03/28/24	2772.82	7921.24
9199 CRAMER'S QUALITY MEATS	W29195	03/28/24	.00	-49.96
9199 CRAMER'S QUALITY MEATS	W37835	04/04/24	4041.21	14453.90
9199 CRAMER'S QUALITY MEATS	W46311	04/11/24	1724.63	5174.03
9199 CRAMER'S QUALITY MEATS	W47369	04/11/24	667.40	3715.53
9199 CRAMER'S QUALITY MEATS	W55125	04/18/24	4245.39	17340.02
9199 CRAMER'S QUALITY MEATS	W63738	04/25/24	2839.01	9399.41
9199 CRAMER'S QUALITY MEATS	W72330	05/02/24	3102.30	12669.61
9199 CRAMER'S QUALITY MEATS	W81051	05/09/24	2153.95	6962.60
9199 CRAMER'S QUALITY MEATS	W89994	05/16/24	1419.69	5597.33
9199 CRAMER'S QUALITY MEATS	W98723	05/23/24	2894.38	12099.38
9199 CRAMER'S QUALITY MEATS	X06997	05/30/24	4697.97	15663.43
9199 CRAMER'S QUALITY MEATS	X15765	06/06/24	3015.10	13148.32
9199 CRAMER'S QUALITY MEATS	X24510	06/13/24	2860.31	9962.66
9199 CRAMER'S QUALITY MEATS	X33256	06/20/24	2970.52	10991.87
9199 CRAMER'S QUALITY MEATS	X41913	06/27/24	2269.53	8679.73
9199 CRAMER'S QUALITY MEATS	X41600	06/27/24	891.00	2583.90
9199 CRAMER'S QUALITY MEATS	X59245	07/11/24	3789.25	15500.56
9199 CRAMER'S QUALITY MEATS	X67719	07/18/24	2822.50	11812.52
9199 CRAMER'S QUALITY MEATS	X76583	07/25/24	2348.13	8837.63
9199 CRAMER'S QUALITY MEATS	X76265	07/25/24	-97.00	-150.35
9199 CRAMER'S QUALITY MEATS	X85147	08/01/24	2600.27	10626.72
9199 CRAMER'S QUALITY MEATS	X93623	08/08/24	3146.88	9252.65
9199 CRAMER'S QUALITY MEATS	X93299	08/08/24	264.00	198.00
9199 CRAMER'S QUALITY MEATS	X93296	08/08/24	-215.80	-291.33
9199 CRAMER'S QUALITY MEATS	Y02338	08/15/24	2949.62	10955.99

DATE: 12/06/24
USER: MPE TA2

HARVEST MEAT COMPANY, INC.
SALES ANALYSIS BY SALESMAN

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	Y11033	08/22/24	2927.27	11156.17
9199 CRAMER'S QUALITY MEATS	Y19818	08/29/24	3350.50	13489.21
9199 CRAMER'S QUALITY MEATS	Y25871	09/03/24	27.78	250.02
9199 CRAMER'S QUALITY MEATS	Y28041	09/05/24	2149.51	7506.45
9199 CRAMER'S QUALITY MEATS	Y36660	09/12/24	2895.06	11069.01
9199 CRAMER'S QUALITY MEATS	Y45086	09/19/24	91.25	434.98
9199 CRAMER'S QUALITY MEATS	Y45293	09/19/24	2660.09	9349.49
9199 CRAMER'S QUALITY MEATS	Y53975	09/26/24	1845.92	6918.04
9199 CRAMER'S QUALITY MEATS	Y62766	10/03/24	3313.49	14182.65
9199 CRAMER'S QUALITY MEATS	Y63809	10/04/24	.00	-142.42
9199 CRAMER'S QUALITY MEATS	Y71657	10/10/24	1660.67	6941.62
9199 CRAMER'S QUALITY MEATS	Y88940	10/24/24	3166.27	11461.89
9199 CRAMER'S QUALITY MEATS	Y95975	10/30/24	885.30	3222.49
9199 CRAMER'S QUALITY MEATS	Y97643	10/31/24	2503.93	13259.05
9199 CRAMER'S QUALITY MEATS	Y97549	10/31/24	.00	-58.64
9199 CRAMER'S QUALITY MEATS	Z03280	11/05/24	1379.36	3222.54
9199 CRAMER'S QUALITY MEATS	Z03281	11/05/24	676.93	1717.49
9199 CRAMER'S QUALITY MEATS	Z12303	11/12/24	4265.44	16707.70
9199 CRAMER'S QUALITY MEATS	Z21746	11/19/24	3551.56	12168.18
9199 CRAMER'S QUALITY MEATS	Z24645	11/21/24	-47.03	-140.62
9199 CRAMER'S QUALITY MEATS	Z30928	11/26/24	2207.44	7415.13
9199 CRAMER'S QUALITY MEATS	Z38010	12/03/24	2317.46	8643.98
9199 CRAMER'S QUALITY MEATS	Z40919	12/05/24	.00	-728.28
CUSTOMER TOTAL			150529.87	542574.20
SALESMAN TOTAL			150529.87	542574.20
BRANCH TOTAL			150529.87	542574.20
REPORT TOTAL			150529.87	542574.20

P & Z Case 039-24
Seneca Enterprises MO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-252 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of an alley lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate easements of public utility companies now having installations in the portion of the street easements hereby vacated. Such utility companies shall have the right to maintain, repair, and replace any such installations now on the vacated portion of said street easement 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 the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney