CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-147 Agreement for Sewer Service

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-147 Ordinance; Agreement for Sewer Service; Exhibit Warranty Deed; Exhibit Map.

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with Coretex Enterprises for Sewer Service to property located at 5130 Birdsong Rd.

BACKGROUND
Coretex Enterprises owns property located at 5130 W. Birdsong Road, (see Exhibit map for reference). Coretex Enterprises contacted City staff about connecting a business to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, inspection of the new connection onto the City's sewer main located on Birdsong Road, along with owner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost. –

FUNDING SOURCE
This item is not applicable for Out of Town Sewer Service Agreement.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-147 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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 Schuber Mitchell to provide sanitary sewer to property located at 5130 Birdsong Rd, 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, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That this Council Bill shall have an effective date of 10-22-2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this ____day of _____, 2024, by and between **Cortex Enterprises** (hereinafter referred to as "Grantor"), and the **City of Joplin**, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

TRACT 1: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8;
THENCE N01•S3'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1590.10 FEET; THENCE S88"10'51"E, 902.97 FEET TO A SET IRON PIN; THENCE so1•s2'13"W, 1595.80 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10'W ALONG SAID SOUTH LINE, 903.48 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHT- OF-WAY ALONG THE SOUTH SIDE ANO WEST SIDE. CONTAINING 33.0 ACRES MORE OR LESS.

TRACT 2: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 81 TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S87°49'10"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 903.48 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING; THENCE N01°52'13"E, 1595.80 FEET TO A SET IRON PIN; THENCE S88°10'51"E, 169.65 FEET TO A SET IRON PIN; THENCE N02"05'38"E,
372.72 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°09'17"E, 352.57 FEET TO A FOUND IRON PIN WITH RLS CAP #405; THENCE S01°54'26"W, 352.49 FEET TO A FOUND 1/2" IRON PIN;
THENCE S88"05'17"E, 320.08 FEET TO A SET IRON PIN; THENCE so1•44•4o"W, 1620.69 FEET TO A SET IRON PIN BEING **A** POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE; 847.09 FEET TO THE POINT OF BEGINNING.

EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.

WHEREAS, Grantor desires that Grantee 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. Connection to City of Joplin Public Sanitary Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage

collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. 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. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor 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, Grantor 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 Grantor 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. Grantor 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.

11. Compliance with Law. Grantor 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. 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.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, 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 Grantee, its agents or employees, or Grantor, 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. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee 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. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____day of _____, 2024.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Cortex Enterprises

_____
By:
Its Authorized Signatory

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

I, Nick Edwards, City Manager for the City of Joplin, Missouri, being of lawful age and duly sworn, hereby state and attest that I have read and understand the petition above and it is true and correct to the best of my knowledge and belief.

_____
Nick Edwards

Subscribed and sworn to before me this _____ day of _____, 2024.

_____

Notary Public

My Commission Expires:

Recorded in Jasper County, Missouri
Recording Date/Time: **12/16/2022** at **11:18:10 AM**
Book: **2667** Page: **81**

Instr #: 2022021003
Type: WD
Pages: 3
Fee: $30.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Warranty Deed by LLC

KNOW ALL MEN BY THESE PRESENTS:

This the 16th day of December 2022, That **HACC Investments, LLC**, as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Coretex Enterprises, LLC,** as **Grantee**(s),

Mailing address of said first named Grantee is:
2302 Callaway Ridge, Joplin MO 64804

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

See Attached Legal Description – Exhibit "A".

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it has authority to sign this Deed on behalf of the LLC and therefore bind the Company under Article 9 of the Operating Agreement, that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee(s) and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, HACC Investments, LLC, the said party of the first part, has caused these presents to be signed by the Members, this the 16th day of December 2022.

Heather K. Colson, Member,
HACC Investments, LLC

Aaron L. Colson, Member,
HACC Investments, LLC

STATE OF MISSOURI }
} ss.
COUNTY OF Jasper }

On this 16th day of December 2022

Before me appeared Heather K. Colson and Aaron L. Colson, to me known to be the person or persons described in and who executed the foregoing instrument in their capacity as Members of HACC Investments, LLC and acknowledged that they executed the same as their free act and deed of said Limited Liability Company.

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

TAMMY RUNYON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 12, 2025
Commission #13393751

Notary Public: Tammy Runyon
Commission Expires: 1/12/2025

Exhibit "A"

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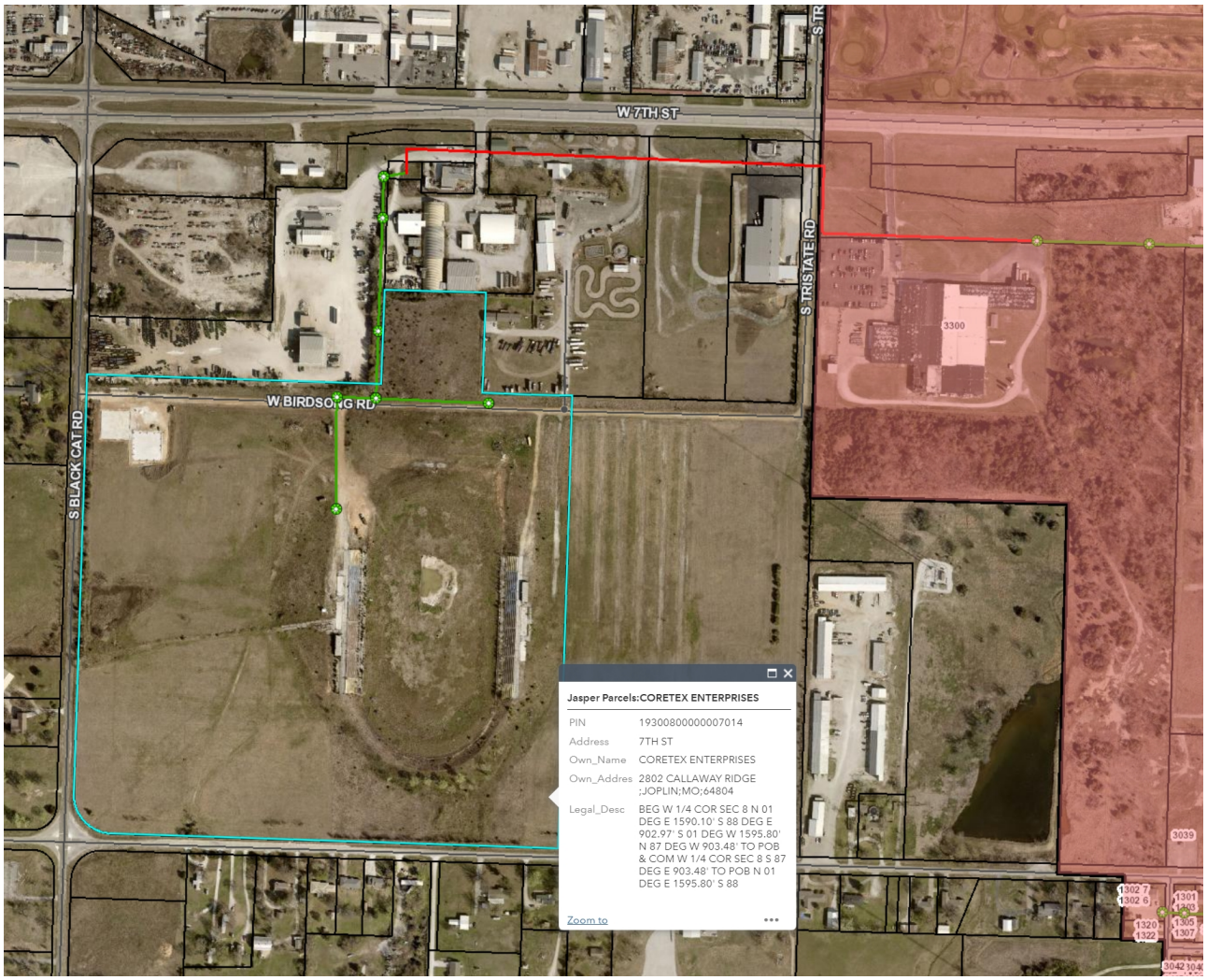
EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.



CB 2024-147 EXHIBIT MAP