COUNCIL AGENDA
Monday, February 4, 2019
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. SeeClickFix Demonstration Presented By Lynn Onstot And Brandon Louderback.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-251
      AN ORDINANCE approving the voluntary annexation by the Council of the City of
      Joplin, Missouri, approximately 5.5 acres, located at 2205 S. Prigmore Avenue, Joplin, MO.,
      Jasper County, Missouri.

      Documents:

      CB 2019-251 MINUTES.PDF
      CB 2019-251 STAFF REPORT.PDF
      CB 2019-251 SUMMARY.PDF
      CB 2019-251.PDF

   3. COUNCIL BILL NO. 2019-252
      AN ORDINANCE providing to vacate an alley running north/south located north of 26th Street
      between Pearl Avenue and Wall Avenue.

      Documents:

      CB 2019-252 MINUTES.PDF
      CB 2019-252 SUMMARY.PDF
      CB 2019-252.PDF
      CB 2019-252 STAFF REPORT.PDF

   4. COUNCIL BILL NO. 2019-253
      AN ORDINANCE providing to vacate 135.64 feet of a 20-foot wide utility easement running

north/south located north of 26th Street between Pearl Avenue and Wall Avenue.

Documents:

CB 2019-253 MINUTES.PDF
CB 2019-253 STAFF REPORT.PDF
CB 2019-253 SUMMARY.PDF
CB 2019-253.PDF

5. RESOLUTION NO. 2019-002
A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Bed and Breakfast located at 1920 S. Annie Baxter Avenue, in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2019-002 SUMMARY.PDF
RS 2019-002 MINUTES.PDF
RS 2019-002 STAFF REPORT.PDF
RS 2019-002.PDF

6. COUNCIL BILL NO. 2019-254
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District
R-2 property as described below and located at the intersection of 20th Street and Adele
Avenue, on both sides of Adele Avenue, Jasper County, Missouri.

Documents:

CB 2018-254 SUMMARY.PDF
CB 2019-254 FLOOR PLAN.PDF
CB 2019-254 MINUTES.PDF
CB 2019-254 STAFF REPORT.PDF
CB 2019-254.PDF

7. COUNCIL BILL NO. 2019-255
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 approximately 1.3 acres located on the southeast
corner of St. Louis Avenue and Broadway Street, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-255 SUMMARY.PDF
CB 2019-255 MINUTES.PDF
CB 2019-255 STAFF REPORT.PDF
CB 2019-255.PDF

8. COUNCIL BILL NO. 2019-256
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-PD and R-2 and
including in District C-1-PD property as described below and located on the northwest corner
of 20th Street and Illinois Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-256 SUMMARY.PDF
CB 2019-256 MINUTES.PDF
CB 2019-256 STAFF REPORT.PDF
CB 2019-256 SURVEY.PDF
CB 2019-256.PDF

8. **Consent Agenda**

1. Informal Notes Of The January 22, 2019 Informa Council Meeting

Documents:

INF NOTES JAN 22.PDF

2. Minutes Of The January 22, 2019 City Council Meeting

Documents:

MINS - CC -JAN 22, 2019.PDF

3. COUNCIL BILL NO. 2019-603

Documents:

CB2019-603.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2019-108
AN ORDINANCE requesting approval of a MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control (ATC) Services by the City of Joplin.; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2019-108 MODOT ATC AGREEMENT.PDF
CB 2019-108 MODOT ATC AGREEMENT.PDF
AIR TRAFFIC CONTROL TOWE OPERATIONG ASSISTANCE GRANT CITY OF JOPLIN AIR 196-090A-1.PDF

2. COUNCIL BILL NO. 2019-109
AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinance of the City of Joplin, Missouri to amend the speed limit on Fourth Street from Pennsylvania Avenue to Murphy Boulevard from 35 to 25 mph; authorizing the City Manager or his

designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB SUMMARY SHEET FOR SPEED LIMIT CHANGES.PDF
SPEED LIMIT LOCATION MAP 4TH ST.PDF
CB 2019 -109 SPEED LIMIT.PDF

3. COUNCIL BILL NO. 2019-110
AN ORDINANCE approving a design agreement and Work Authorization with Anderson Engineering in the not to exceed amount of Two Hundred Fifteen Thousand Five Hundred and 00/100 Dollars ($215,500.00) for professional engineering services associated with the 15th street extension project; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause.

Documents:

15TH STREET EXTENSION SUMMARY SHEET.PDF
15TH STREET EXTENSION MAP.PDF
JOPLIN ENG WA - S RANGE LN RD 15TH ST.PDF
S RANGE LN 15TH ST - ENGINEERING SERVICES AGREEMENT.PDF
COUNCIL BILL.PDF

4. COUNCIL BILL NO. 2019-500
AN ORDINANCE adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause.

Documents:

CB 2019-500 SUMMARY COUNCIL EMPLOYEE RAISES.PDF
CB 2019-500 COUNCIL EMPLOYEES PAY ADOPTION ORDINANCE.PDF
CB 2019-500 EXHIBIT A COUNCIL EMPLOYEE PAY JANUARY 2019.PDF

5. COUNCIL BILL NO. 2019-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-501 SUMMARY BUDGET AMENDMENT.PDF
CB 2019-501 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2019-501 SCHEDULE A BUDGET AMENDMENT FOR FY 2018 FEB 4 2019.PDF

6. COUNCIL BILL NO. 2019-502
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-502 SUMMARY BUDGET AMENDMENT.PDF
CB 2019-502 BUDGET AMENDMENT ORDINANCE FOR FY 2019.PDF
CB 2019-502 SCHEDULE A BUDGET AMENDMENT FEB 4 2019.PDF

7. COUNCIL BILL NO. 2019-503
AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Arapaho, LLC., a Missouri limited liability company and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-503 SUMMARY TIF FUNDING AGREEMENT.PDF
CB 2019-503 TIF FUNDING AGREEMENT ORDINANCE.PDF
CB 2019-503 EXHIBIT A TIF FUNDING AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-001
AN ORDINANCE amending Chapter 82, Offenses and Miscellaneous Provisions, Article I, In General, by repealing Section 82-17, Misuse of the emergency telephone system; and enacting a new Section 82-17, Misuse of the emergency communications system.

Documents:

CB2019-001_AMENDING CH 82 REPEALING SEC. 82-17 EMERGENCY TELEPHONE SYSTEM.PDF
SUMMARY_CB2019-001_AMENDING SEC. 82-17 MISUSE EMERGENCY TELEPHONE SYSTEM.PDF

2. COUNCIL BILL NO. 2019-504
AN ORDINANCE amending Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-152, Admission Fee, to implement fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2019-504 SUMMARY SWIMMING POOL FEE CHANGES.PDF
CB 2019-504 CHAPTER 86 SWIMMING POOL FEE ORDINANCE.PDF

3. COUNCIL BILL NO. 2019-505
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2019-505 SUMMARY BUSINESS LICENSE CLASSIFICATION CHANGES.PDF
CB 2019-505 CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

4. COUNCIL BILL NO. 2019-601
AN ORDINANCE approving various job description changes for the CVB Department.

Documents:

CB 2019-601 CVB RECLASSIFICATIONS ORDINANCE.PDF
CB 2019-601 SCHEDULE 1 FINANCIAL IMPACT OF CVB RECLASSIFICATION.PDF
EXHIBIT C CVB-01152019135038.PDF
EXHIBIT A REVISED SALARY ADMINISTRATION PLAN FOR CLASSIFIED AND UNCLASSIFIED POSITIONS (002).PDF
CB2019-601.REV.PDF

5. COUNCIL BILL NO. 2019-602
AN ORDINANCE approving a budget amendment changing the allocations of salaries within the Human Resources and Risk Management Departments; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018

Documents:

CB 2019-602 HUMAN RESOURCES REALLOCATION ORDINANCE 01.31.19.PDF
SUMMARY HR 2019-602 REVISED 1.30.19 (005).PDF
NEW SCHEDULE 1.PDF

6. COUNCIL BILL NO. 2019-605
AN ORDINANCE approving the reclassification of a position and a job description change for the Public Works Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018.

Documents:

CB 2019-605 PUBLIC WORKS RECLASSIFICATION ORDINANCE 01.31.19.PDF
EXHIBIT C-01302019152336.PDF
EXHIBIT A REVISED SALARY ADMINISTRATION PLAN FOR CLASSIFIED AND UNCLASSIFIED POSITIONS (002).PDF
SUMMARY PW 2019-605 01.31.19.PDF
SCHEDULE 1 01.31.19.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2019-604

Documents:

CB2019-604.PDF

13. Unfinished Business

14. New Business

1. CASE 008-19
Case 008-19: Approximately 0.51 acres located on the northwest corner of 20th Street and Illinois Avenue – A request for a Site Plan Review to construct a drive-through establishment – Megan Escalante.

Documents:

CASE 008-19 SUMMARY.PDF
CASE 008-19 SITE PLAN.PDF
CASE 008-19 STAFF REPORT.PDF
CASE 008-19-PINEAPPLE BLISS.PDF
CASE 008-19 MINUTES.PDF

2. News From Public Information Officer, Lynn Onstot

3. 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 Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed. 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 and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

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

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

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 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 2019-251

Case 001-19: Voluntary Annexation – A request to voluntarily annex approximately 5.5 acres, located at 2205 S. Prigmore Avenue – Crossroads Realty, LLC.

Mr. Whitmore stated that this is a request to voluntarily annex into the City of Joplin. The total property size is approximate 5.46 acres. There is a structure located on this property approximately 50 thousand square feet, which currently houses a paper distribution company and a food distribution company.

Mrs. Koelkebeck asked why they want to voluntarily annex?

Mr. Whitmore stated that the purpose is for commercial purposes.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 001-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Voluntary Annexation

CASE 001-19 A request to voluntarily annex property into the City of Joplin

LOCATION 2205 S. Prigmore Avenue

APPLICANT Crossroads Realty, LLC.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Industrial	Approx. 5.46 acres

DISCUSSION

Crossroads Realty, LLC. is requesting to voluntarily annex a tract of land, located about 1,000 feet south of I-44 at Exit 13 on the east side of Prigmore Avenue. This request consists of approximately 5.46 acres.

There is currently a large building (approx. 50,000 sq. ft.) on the property that houses a paper distribution company and a food distribution company: Midland Paper Company and Douglas Companies, Inc.

Staff recommends approval of Case 001-19.

ENCLOSURES

- Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

STATE OF MISSOURI)
) ss:
COUNTY OF ~~JASPER~~ St. Louis)

On this 12th day of November 2018, before me appeared

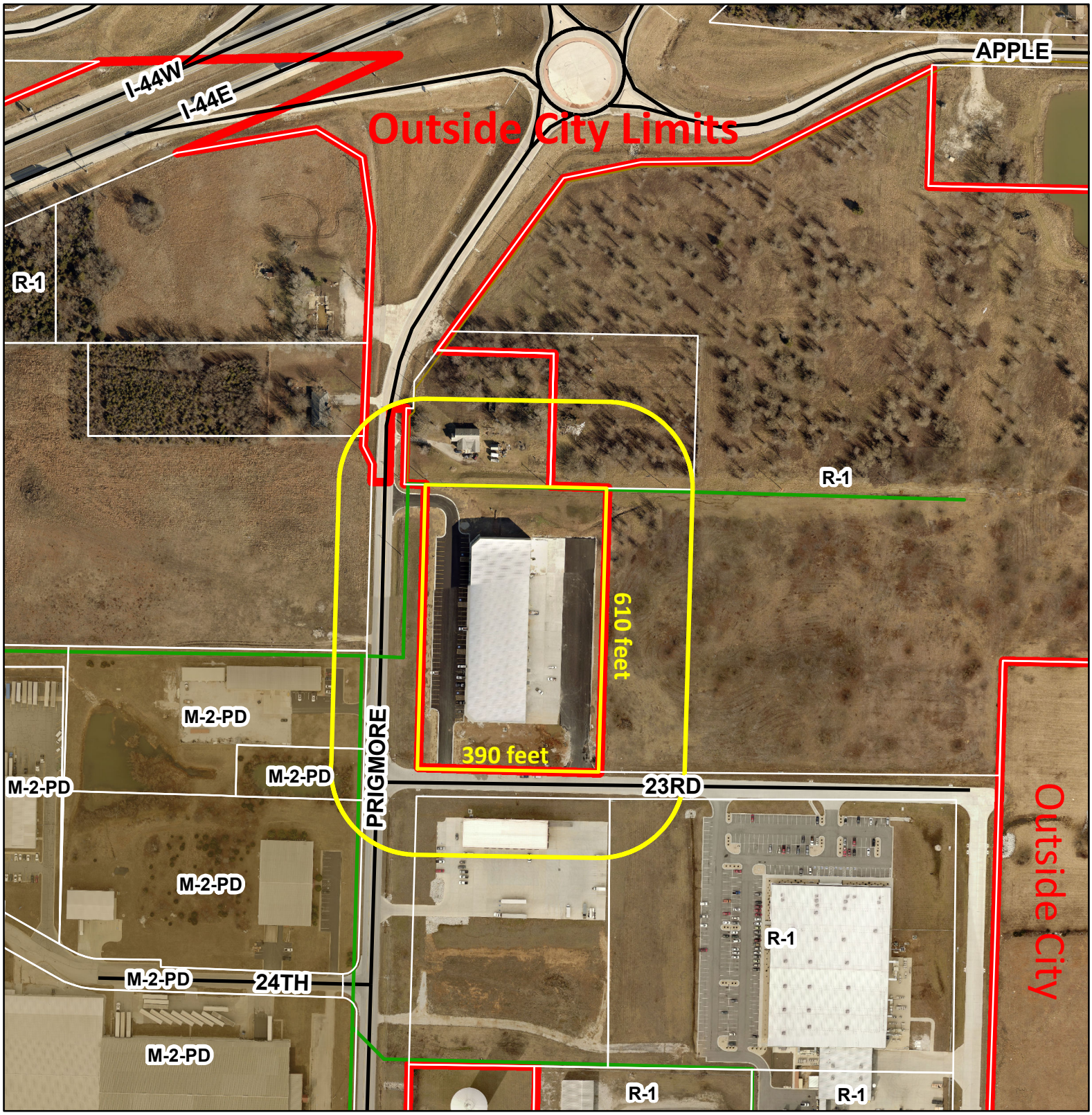
LOUIS A. VLASATY, to me known to be the member of CROSSROADS REALTY, L.L.C. a Missouri Limited Liability Company, and ~~the seal affixed to the foregoing instrument is the corporate seal of said corporation, and~~ that said instrument was singed ~~and sealed~~ on behalf of said ~~corporation~~ COMPANY ~~by authority of its Board of Directors of the consideration stated therein and no other~~, and said LOUIS A VLASATY acknowledged said instrument to be the free act and deed of said ~~corporation,~~ COMPANY and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: _____.

Abigail Helle-Krull
Notary Public

ABIGAIL HELLE-KRULL
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: December 2, 2019
Commission #15453562

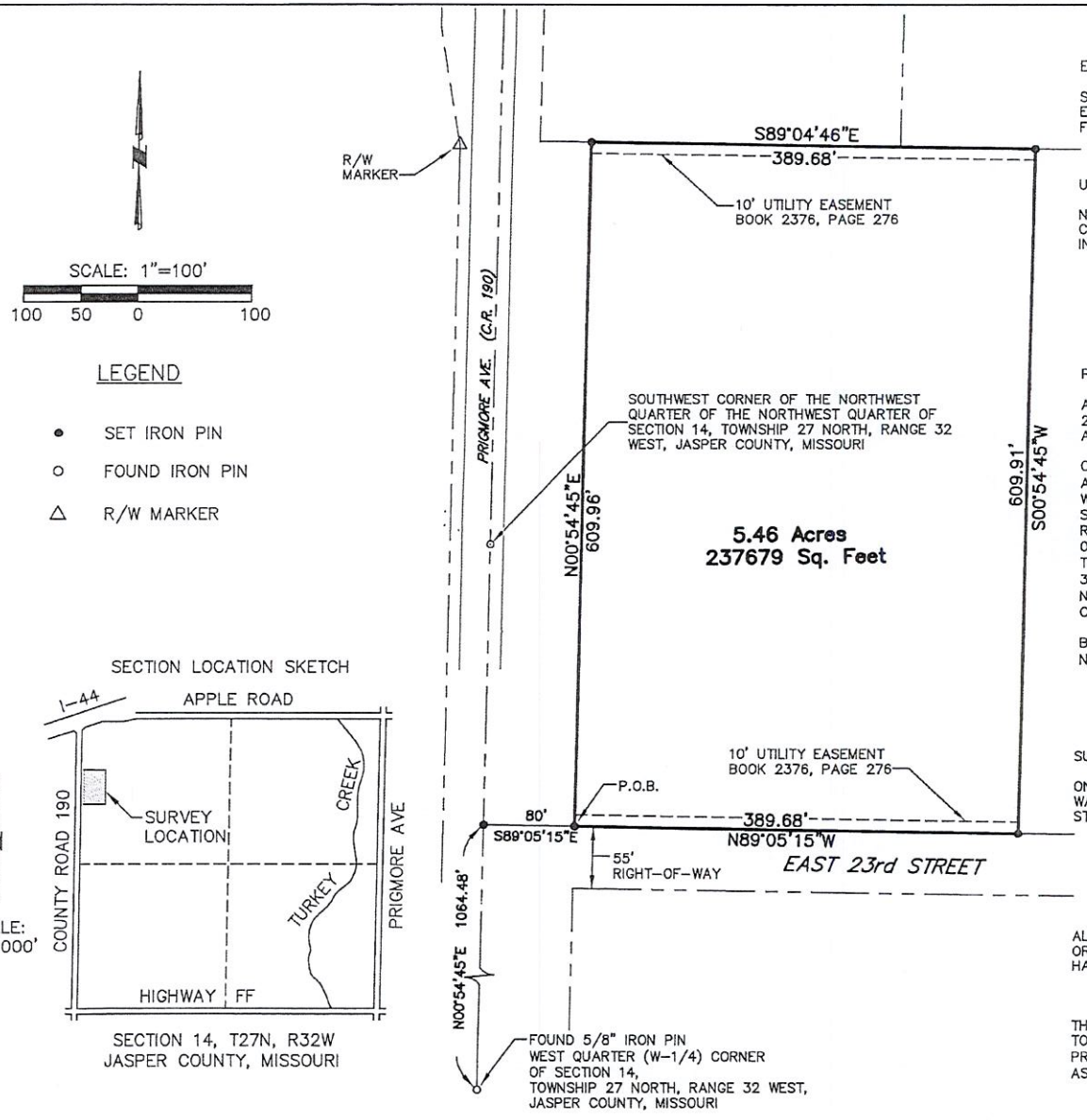


0 245 490 980 1,470 1,960

Feet

Case 001-19: Voluntary Annexation. -- A request to voluntarily annex approximately 5.5 acres, located at 2205 S. Prigmore Avenue -- Crossroads Realty, LLC.

N



EASEMENT NOTE:

SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

UTILITY NOTE:

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, OR LOCATION OF ANY UTILITIES OR SERVICE LINES. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W-1/4) 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 1,064.48 FEET; THENCE SOUTH 89°05'15" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190, THE POINT OF BEGINNING; THENCE NORTH 00°54'45" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 609.96 FEET; THENCE SOUTH 89°04'46" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 389.68 FEET; THENCE SOUTH 00°54'45" WEST, A DISTANCE OF 609.91 FEET; THENCE NORTH 89°05'15" WEST, A DISTANCE OF 389.68 FEET TO THE POINT OF BEGINNING. CONTAINING 5.46 ACRES, MORE OR LESS.

BASIS OF BEARINGS: WEST LINE OF NW-1/4 OF SECTION 14 AT A BEARING OF NORTH 00°54'45" EAST.

SURVEYOR'S DECLARATION:

ON THE 11TH DAY OF NOVEMBER, 2018, THE HEREON PLATTED AND DESCRIBED SURVEY WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

THE ACCURACY STANDARD THAT APPLIES TO THIS SURVEY IS FOR TYPE URBAN PROPERTY. (SURVEYOR DOES NOT CERTIFY AS TO ACTUAL USE OF PROPERTY)

ALLGEIER, MARTIN & ASSOCIATES
BY MONNIE SEARS (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

Monnie Sears
NUMBER LS-2422

MONNIE SEARS LS 2422

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS · HYDROLOGISTS · SURVEYORS
7231 EAST 24TH ST. JOPLIN, MISSOURI 64804 (417) 680-7200

DATE	REVISION

DWN. BY: MDS
CHD. BY: BF
APPD. BY:
DATE: 11/12/2018

SCHAUMBURG TRACT

SECTION 14, T27N, R32W JASPER COUNTY, MO.

DWG. NO.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 251 -Voluntary Annexation

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 001-19: Voluntary Annexation – A request to voluntarily annex approximately 5.5 acres, located at 2205 S. Prigmore Avenue – Crossroads Realty, LLC.

BACKGROUND:
Located approximately 1,000 feet south of I-44 at Exit 13 on the east side of Prigmore Avenue. This request consists of approximately 5.46 acres.

There is currently a large building (approx. 50,000 sq. ft.) on the property that houses a paper distribution company and a food distribution company: Midland Paper Company and Douglas Companies, Inc.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated that this is a request to voluntarily annex into the City of Joplin. The total property size is approximate 5.46 acres. There is a structure located on this property approximately 50 thousand square feet, which currently houses a paper distribution company and a food distribution company.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 001-19.

ATTACHMENTS
CB 2019- 251, Staff Planning Report, P&Z Commission Minutes

P & Z Case 001-19
Crossroads Realty, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-251 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 5.5 acres, located at 2205 S. Prigmore Avenue, Joplin, MO., Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W-1/4) 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 1,064.48 FEET; THENCE SOUTH 89'05'15" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190, THE POINT OF BEGINNING; THENCE NORTH 00'54'45" EAST , ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 609.96 FEET; THENCE SOUTH 89'04'46" EAST, LEAVING SAID RIGHT-OF-WAY, A DISTANCE OF 389.68 FEET; THENCE SOUTH 00'54'45" WEST, A DISTANCE OF 609.91 FEET; THENCE NORTH 89'05'15" WEST, A DISTANCE OF 389.68 FEET TO THE POINT OF

BEGINNING. CONTAINING 5.46 ACRES, MORE OR LESS

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 10th day of March 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-252

Case 002-19: Alley Vacation – A request to vacate an alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue – CA Gringos Property, LLC.

Chris Parrish, 10435 County Road 260, Carl Junction, MO. He stated he is requesting an Alley vacation. The site is the former Irving School property.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MR. RAMSOUR MOVED, SECONDED BY MR. MCCULLOUGH TO APPROVE CASE 002-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-252-Alley Vacation

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 002-19: A request to vacate an alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue – CA Gringos Property, LLC

BACKGROUND:
There is a 20-foot wide easement, designated as an alleyway, that runs 321 feet through the center of a half-acre parcel on 26th Street. Irving Elementary School formerly existed on that parcel and was constructed over the alleyway. The owner of the property plans to develop this parcel with a drive-through restaurant. On August 6, 2018 the Joplin City Council approved a rezoning request for this property. The City Council examined the proposed site plan and approved it. However, that site plan would require the developer to build over the alleyway.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Parrish, 10435 County Road 260, Carl Junction, MO. He stated he is requesting an alley vacation. The site is the former Irving School property.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 002-19.

ATTACHMENTS
CB 2019- 252, Staff Planning Report, P&Z Commission Minutes

P & Z Case 002-19
CA Gringos Property, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-252 ORDINANCE NO.

AN ORDINANCE providing to vacate 321 feet of 20-foot wide alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue.

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

Section 1. To vacate 321feet of 20-foot wide alleyway running north/south located north of 26th Street between Pearl Avenue and Wall Avenue described as:

ALL THAT PART OF THE 20 FOOT ALLEY LYING BETWEEN LOTS 70 THROUGH 75 AND LOTS 110 THROUGH 115 IN O'KEEFE'S SECOND ADDITION, A SUBDIVISION OF LAND IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 3, PAGE 245 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the alley easement hereby vacated shall not affect or derogate easements of public utility companies now having installations in the portion of the alley easement hereby vacated. Such utility companies shall have the right to maintain, repair, and replace any such installations now on the vacated portion of said alley 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 _____ day of _____, 2019, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Vacation

CASE 002-19 A request for the vacation of approximately 321 feet of a 20-foot-wide alleyway.

APPLICANT CA Gringos Property, LLC.

REPRESENTATIVE Chris Parrish

LOCATION An alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alleyway	20' x 321'

REASON FOR VACATION

For commercial development on the parcel that the alley runs through.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

There is currently a utility line that runs through this easement. There is a proposal to re-route the southern 136 feet of the sanitary sewer line. There is a current request to also vacate the utility easement.

DISCUSSION

There is a 20-foot wide easement, designated as an alleyway, that runs 321 feet through the center of a half-acre parcel on 26th Street. Irving Elementary School formerly existed on that parcel and was constructed over the alleyway. The owner of the property plans to develop this parcel with a drive-through restaurant. On August 6, 2018 the Joplin City Council approved a rezoning request for this property. On such date the City Council examined the proposed site plan and approved it. However, that site plan would require the developer to build over the alleyway.

Staff recommends approval of Case 002-19.

ENCLOSURES

- Application

CITY OF JOPLIN

RECEIVED 12-7-18

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.: 002-19
Filing Fee: $500.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 1-14-19

I. Applicant Name: CH Gringos Property LLC Phone: 417-850-5904

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

Address: 315 W 26th Joplin MO Zip: 64804

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation X

Utility vacation X

Other (Please specify)

III. Legal Description of area requested to be vacated:

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. WAS NOT AN ALLEY OR STREET ON BLOCK SINCE 1923 - possibly underground utilitys but NONE ABOVE

2. The vacation will not cause the public to suffer a loss or inconvenience. WAS NOT AN ALLEY OR STREET ON BLOCK SINCE 1923 - possibly underground utilitys but NONE ABOVE

3. In justice to the applicant(s) the vacation should be granted. for development purposes)

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.

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

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

Gabachos Alley Vacation – Entire Alley

DESCRIPTION:

ALL THAT PART OF THE 20 FOOT ALLEY LYING BETWEEN LOTS 70 THROUGH 75 AND LOTS 110 THROUGH 115 IN O'KEEFE'S SECOND ADDITION, A SUBDIVISION OF LAND IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 3, PAGE 245 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI.



Case 002-19: An alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue -- A request to vacate an alley -- CA Gringos Property, LLC.

CB 2019-253

Case 003-19: Easement Vacation – A request to vacate a portion of a utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue – CA Gringos Property, LLC.

Chris Parrish, 10435 County Road 260, Carl Junction, MO. He is also requesting the Easement vacation, which Andersen Engineering stated only gas runs through on that property. They have sent affidavits to the different utility companies. The utilities will horseshoe around the building.

Mr. Cortez asked Mr. Parrish if the building was going to sit in the middle of that lot.

Mr. Parrish stated it will be on the south side of the wall, where the school was located.

Mr. Ramsour had a question for staff. Are there existing utilities in this proposal?

Mr. Whitmore stated there was existing utilities.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 003-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Vacation

CASE 003-19 A request for the vacation of approximately 135.64 feet of a 20-foot-wide utility easement.

APPLICANT CA Gringos Property, LLC.

REPRESENTATIVE Chris Parrish

LOCATION A utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	20' x 135.64'

REASON FOR VACATION

For commercial development on the parcel the utility easement runs through.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

There is a proposal to re-route a portion of the sanitary sewer line that currently runs through this easement. That proposal will be implemented if the utility easement is vacated.

DISCUSSION

There is a 321-foot utility easement that runs through the center of a half-acre parcel on 26th Street. Irving Elementary School formerly existed on that parcel and was constructed over the easement. The owner of the property plans to develop this parcel with a drive-through restaurant. On August 6, 2018 the Joplin City Council approved a rezoning request for this property. On such date the City Council examined the proposed site plan and approved it. However, that site plan would require the developer to build over the utility easement. If the easement vacation were approved, the applicant plans to have

the utility easement re-routed to a location on the property that does not interfere with current development plans.

Staff recommends approval of Case 003-19.

ENCLOSURES

- Application

CITY OF JOPLIN

RECEIVED 12-26-18

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.: 003-19
Filing Fee: $500.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 1-14-19

I. Applicant Name: CH Springs Property LLC Phone: 417-850-5904

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

Address: 315 W 26th Joplin MO Zip: 64804

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation X

Utility vacation X

Other (Please specify)

III. Legal Description of area requested to be vacated:

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. WAS NOT AN ALLEY OR STREET ON BLOCK SINCE 1923 - possibly underground utilitys but NONE ABOVE

2. The vacation will not cause the public to suffer a loss or inconvenience. WAS NOT AN ALLEY OR STREET ON BLOCK SINCE 1923 - possibly UNDERGROUND utilitys but NONE ABOVE

3. In justice to the applicant(s) the vacation should be granted. for development purposes

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.

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

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

SHOAL CREEK SANITARY SEWER DISTRICT NO. 2

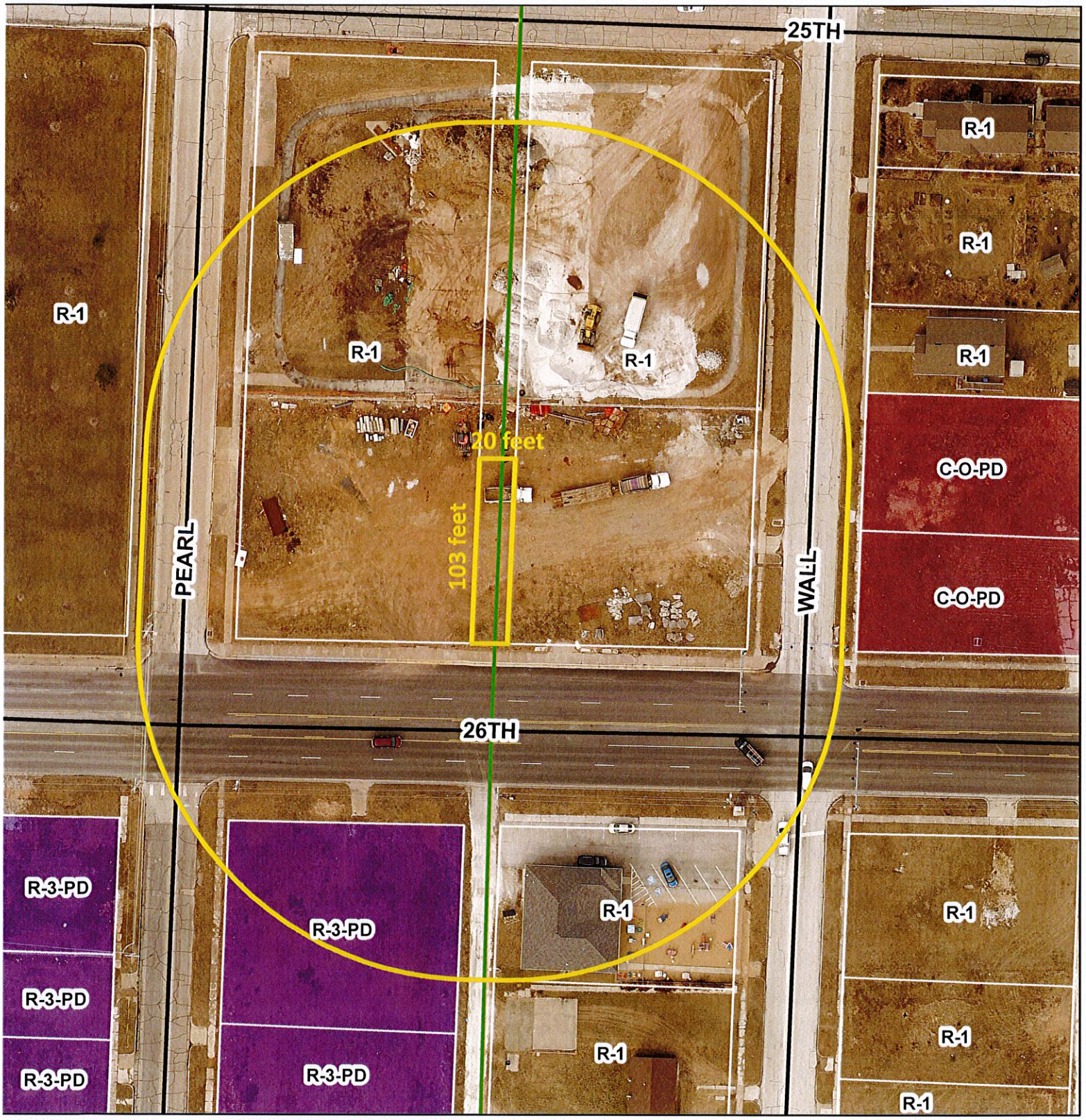
DESCRIPTION – PROPOSED SANITARY SEWER EASEMENT

PART OF LOTS 70, 71 AND 72, AND PART OF AN EXISTING ALLEY LYING BETWEEN LOTS 70 THROUGH 75 AND LOTS 110 THROUGH 115, ALL IN O'KEEFE'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 3, PAGE 245 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 70, AFORESAID, THENCE NORTH 88°38'00" WEST ALONG THE SOUTH LINE THEREOF, 43.55 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 88°38'00" WEST ALONG THE SOUTH LINE OF LOT 70 AND AN EXTENSION THEREOF, 109.51 FET TO THE SOUTHEAST CORNER OF LOT 115 IN SAID O'KEEFE'S SECOND ADDITION; THENCE NORTH 2°12'30" EAST ALONG THE EAST LINE THEREOF, 14.00 FEET; THENCE LEAVING THE EAST LINE OF SAID LOT 115, SOUTH 88°38'00" EAST, 89.51 FEET; THENCE NORTH 2°12'30" EAST, 101.86 FEET TO THE SOUTH LINE OF LOT 72 IN SAID O'KEEFE'S SECOND ADDITION; THENCE NORTH 88°00'00" WEST ALONG SAID SOUTH LINE AND AN EXTENSION THEREOF, 89.50 FEET TO THE SOUTHEAST CORNER OF LOT 113 IN SAID O'KEEFE'S SECOND ADDITION; THENCE NORTH 2°12'30" EAST ALONG THE EAST LINES OF LOTS 113, 112, 111 AND 110, 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 110; THENCE SOUTH 88°00'00" EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 110, 20.00 FEET TO THE NORTHWEST CORNER OF LOT 75 IN SAID O'KEEFE'S SECOND ADDITION; THENCE SOUTH 2°12'30" WEST ALONG THE WEST LINES OF LOTS 75, 74, 73 AND 72, 180.00 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 72, SOUTH 88°00'00" EAST, 89.50 FEET; THENCE SOUTH 2°12'30" WEST, 135.64 FEET TO THE POINT OF BEGINNING. CONTAINS 9,358 SQUARE FEET, MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



Gregory B. Bowers



0 62.5 125 250 375 500 Feet

Case 003-19: A utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue -- A request to vacate a portion of a utility easemen -- CA Gringos Property, LLC.

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-253-Easement Vacation

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 003-19: Easement Vacation – A request to vacate a portion of an easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue – CA Gringos Property, LLC.

BACKGROUND:

There is a 321-foot utility easement that runs through the center of a half-acre parcel on 26th Street. Irving Elementary School formerly existed on that parcel and was constructed over the easement. The owner of the property plans to develop this parcel with a drive-through restaurant. On August 6, 2018 the Joplin City Council approved a rezoning request for this property. On such date the City Council examined the proposed site plan and approved it. However, that site plan would require the developer to build over the utility easement. If the easement vacation were approved, the applicant plans to have the utility easement re-routed to a location on the property that does not interfere with current development plans.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Parrish, 10435 County Road 260, Carl Junction, MO. He is also requesting the Easement vacation, which Andersen Engineering stated only gas runs through on that property. They have sent affidavits to the different utility companies. The utilities will horseshoe around the building.

Mr. Cortez asked Mr. Parrish if the building was going to sit in the middle of that lot. Mr. Parrish stated it will be on the south side of the wall, where the school was located.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 003-19.

ATTACHMENTS
CB 2019- 253, Staff Planning Report, P&Z Commission Minutes

P & Z Case 003-19
CA Gringos Property, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-253 ORDINANCE NO.

AN ORDINANCE providing to vacate 135.64 feet of a 20-foot wide utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue.

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

Section 1. That part of 135.64 feet of 20 feet wide utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue, described as:

PART OF AN EXISTING ALLEY LYING BETWEEN LOTS 70 AND 71 AND LOTS 114 AND 115, ALL IN O'KEEFE'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 3, PAGE 245 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 70, AFORESAID, THENCE NORTH 88°38'00" WEST ALONG THE SOUTH LINE THEREOF, 153.06 FEET; THENCE NORTH 2°12'30" EAST, 14.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°12'30" EAST ALONG THE EAST LINE OF LOT 115 AND LOT 114, 102.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 114; THENCE SOUTH 88°00'00" EAST, 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 71; THENCE SOUTH 2°12'30" WEST ALONG THE WEST LINE OF LOT 71 AND LOT 70, 102.62 FEET; THENCE NORTH 88°38'00" WEST, 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 2,055 SQUARE FEET, MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2019-002 -Special Use Permit (1st Request)

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 004-19: 1920 S. Annie Baxter Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Thomas Moore

BACKGROUND:
There is currently a home on this property that the owner intends to use as a Air Bed and Breakfast. Parking for the Bed and Breakfast would be located behind the house from the alleyway. All regulations in the Joplin Zoning Code have been met pertaining to Bed and Breakfasts.

PLANNING & ZONING COMMISSION TESTIMONY:
Thomas Moore, 1810 Annie Baxter Avenue, Joplin, MO. We are the owners of 1920 Annie Baxter Ave. and have owned it since 2001. They have been using it as a rental property. The property is currently vacant and would like to make it a short-term rental and rent it through a website for short periods of time. It is a two-bedroom, one bath house. It does have a garage in the back that would be usable by the tenant. Also, a parking spot off the alley and in front of the house.

Mrs. Koelkebeck stated that for clarification that would only be one tenant at a time not multiple renters? Mr. Moore stated that was correct.

Mr. Cortez asked if the garage will be used by the tenant and is there an automatic garage door opener? Mr. Moore stated there was a garage opener and yes, they would be able to use the garage and have the garage door opener.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Thomas Moore for the operation of a Bed and Breakfast at 1920 S. Annie Baxter Avenue.
2. This permit shall be eligible for two (2) years, renewable in March 2021.
3. Off-street parking shall be provided for all vehicles utilizing the Bed and Breakfast.
4. The compliance with all regulations found in Section 29A—Appendix A (Land Use Table), sub-section D (Bed and Breakfast) of the Joplin City Code of Ordinances.

5. The compliance with all provisions of the Fire/Safety codes.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of Joplin.

PUBLIC COMMENT;

Terry Campbell, 1604 Central, Joplin, MO. He stated that he likes Mr. Moore's idea and has considered doing the same thing. Short term rentals for some of the buyers that are coming into town for the bigger developments could benefit. He stated that he was all for it.

FUNDING SOURCE

These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:

Staff recommends approval of Case 004-19.

ATTACHMENTS

Resolution No. 2019-002, Staff Planning Report, P&Z Commission Minutes

RS 2019-002

Case 004-19: 1920 S. Annie Baxter Avenue – A request for a Special Use Permit (1st request) to operate a Bed and Breakfast – Thomas Moore

Thomas Moore, 1810 Annie Baxter Avenue, Joplin, MO. We are the owners of 1920 Annie Baxter Ave. and have owned it since 2001. We have been using it as a rental property. The property is currently vacant and we would like to make it a short-term rental and rent it through a website for short periods of time. It is a two-bedroom, one bath house. It does have a garage in the back that would be usable by the tenant. Also, a parking spot off the alley and in front of the house.

Mrs. Koelkebeck stated that for clarification that would only be one tenant at a time not multiple renters?

Mr. Moore stated that was correct.

Mr. Cortez asked if the garage will be used by the tenant and is there an automatic garage door opener?

Mr. Moore stated there was a garage opener and yes, they would be able to use the garage and have the garage door opener.

Mr. Ramsour asked if there was any damage to the home after the tornado?

Mr. Moore stated no it is just north of the damage zone.

Mrs. Steele asked if he had been in touch with Air B&B or RBL?

Mr. Moore stated he has been on the website to see what the requirements are but has not signed up to be represented by them yet.

Mr. Cortez asked if the home has any historical value?

Mr. Moore stated there was not.

Mr. Cortez asked if there were any other questions from the Commissioners. There was not. He also asked if there were anyone else that would like to speak in favor?

Terry Campbell, 1604 Central, Joplin, MO. He stated that he likes Mr. Moore's idea and has considered doing the same thing. Short term rentals for some of the buyers that are coming into town for the bigger developments could benefit. He stated that he was all for it.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MR. MCCULLOUGH MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 004-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Special Use Permit

CASE 004-19 A request for a Special Use Permit (1st Request) for the operation of a Bed and Breakfast

LOCATION 1920 S. Annie Baxter Avenue

APPLICANT Thomas Moore

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	0.138 acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Annie Baxter Avenue	Residential	60'

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The Joplin Zoning Ordinance allows the operation of a Bed and Breakfast if a Special Use Permit is obtained. There is currently a home on this property that the owner intends to use as an Air Bed and Breakfast. Parking for the Bed and Breakfast would be located behind the house from the alleyway. All regulations in the Joplin Zoning Code have been met pertaining to Bed and Breakfasts; this can be found

CONDITIONS

1. This Special Use Permit is issued to Thomas Moore for the operation of a Bed and Breakfast at 1920 S. Annie Baxter Avenue.
2. This permit shall be eligible for two (2) years, renewable in March 2021.
3. Off-street parking shall be provided for all vehicles utilizing the Bed and Breakfast.
4. The compliance with all regulations found in Section 29A—Appendix A (Land Use Table), sub-section D (Bed and Breakfast) of the Joplin City Code of Ordinances.
5. The compliance with all provisions of the Fire/Safety codes.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 004-19.

RECEIVED 11-28-18

SPECIAL USE PERMIT APPLICATION

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.: 004-19
Filing Fee: ~~$450.00~~ $500.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 1-14-19

APPLICANT: THOMAS AND JAY MOORE PHONE: 417-437-7448

ADDRESS: 1810 ANNIE BAXTER EMAIL: 92RIDDGS@SBCGLOBAL.NET

OWNER: THOMAS AND JAY MOORE PHONE: 417-437-7448

ADDRESS: SAME EMAIL: SAME

LOCATION OF PROPERTY: 1920 ANNIE BAXTER

LEGAL DESCRIPTION: BARBEE PARK ADD. LOT 4

PRESENT ZONING CLASSIFICATION: RES. ACREAGE: 0.1377

PRESENT USE OF PROPERTY: RENTAL HOUSE, SINGLE FAMILY, 2 BEDROOM

PROPOSED LAND USE ACTIVITY: AIRBNB RENTAL, 2 BEDROOM

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	RES	
South	RES	
East	RES	
West	RES	

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.		X
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	

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

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

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

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

Should this special use be valid only for a specific time period? Yes ___ No X

If Yes, what length of time? _____

SIGNATURE: Thomas J. Moore DATE: 11/28/18

BY: _____ TITLE: OWNER

Attachments Required:

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

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

1. Hours of Operation. YEAR ROUND 24/7
2. Days of Operation. 365 DAYS / YEAR
3. Number of Off-street Parking Spaces. 2 (SINGLE CAR GARAGE, DRIVEWAY OFF ALLEY)
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) NONE
5. Number of Assistants or employees. 3
6. Nature of the Business. SHORT TERM RENTAL
7. Location of the Business. 1920 ANNIE BAXTER

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



0 62.5 125 250 375 500 Feet

Case 004-19: 1810 S. Annie Baxter Avenue -- A request for a Special Use Permit to operate a Bed and Breakfast -- Thomas Moore

N

P & Z Case 004-19
Thomas Moore
(P & Z Recommended Approval)

RESOLUTION NO. 2019-002

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Bed and Breakfast located at 1920 S. Annie Baxter Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on January 14, 2019, in compliance with said request;

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

That a Special Use Permit be granted to Thomas Moore for the operation of an Bed and Breakfast located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF LOT FOUR (4) IN BARBEE PARK ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, CONTAINING 0.1 ACRES MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

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

1. This Special Use Permit is issued to Thomas Moore for the operation of a Bed and Breakfast at 1920 S. Annie Baxter Avenue.
2. This permit shall be eligible for two (2) years, renewable in March 2021.
3. Off-street parking shall be provided for all vehicles utilizing the Bed and Breakfast.
4. The compliance with all regulations found in Section 29A—Appendix A (Land Use Table), sub-section D (Bed and Breakfast) of the Joplin City Code of Ordinances.
5. The compliance with all provisions of the Fire/Safety codes.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of Joplin.

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

The Municipal Planner is hereby authorized and directed to issue said permit to Thomas Moore.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-254 -Rezone to District R-2 (Two-Family Residential).

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 005-19: Approximately 1.5 acres located at the intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) to construct duplexes – Jesse Russow

BACKGROUND:
This request includes six lots along the 20th Street Planned Corridor. The applicant wishes to rezone these lots to allow duplexes to be constructed. This zoning change would still allow single family homes to be constructed on the lots in question but would also allow for two-family residential homes.

PLANNING & ZONING COMMISSION TESTIMONY:
Kent Eastman, 2627 Callaway Drive, Joplin, MO. Mr. Eastman is representing Mr. Russow and would like to request a zoning change to build duplexes. There is M-2 properties to the west and we anticipate this would be a natural buffer to the R-1 District to the south and to the east there is a "C" zoning.

Mr. McCullough asked if there will be a fence between the duplexes and the residential home? Mr. Eastman replied that it is not required with the alley being there.

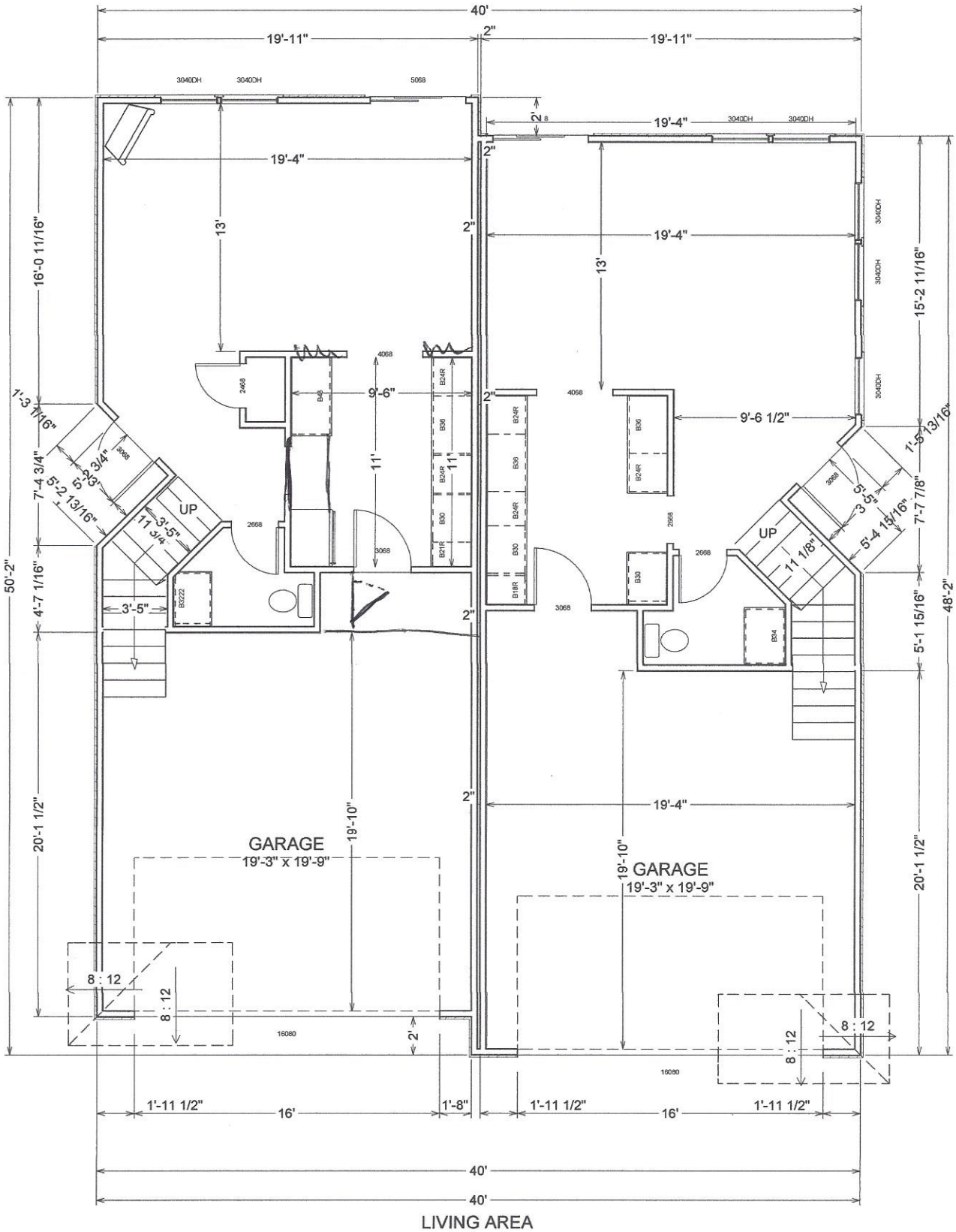
Mr. Ramsour wanted to know if the garages were going to be located from the alley. Mr. Eastman stated he thought they were planned that way.

PUBLIC COMMENT;
None.

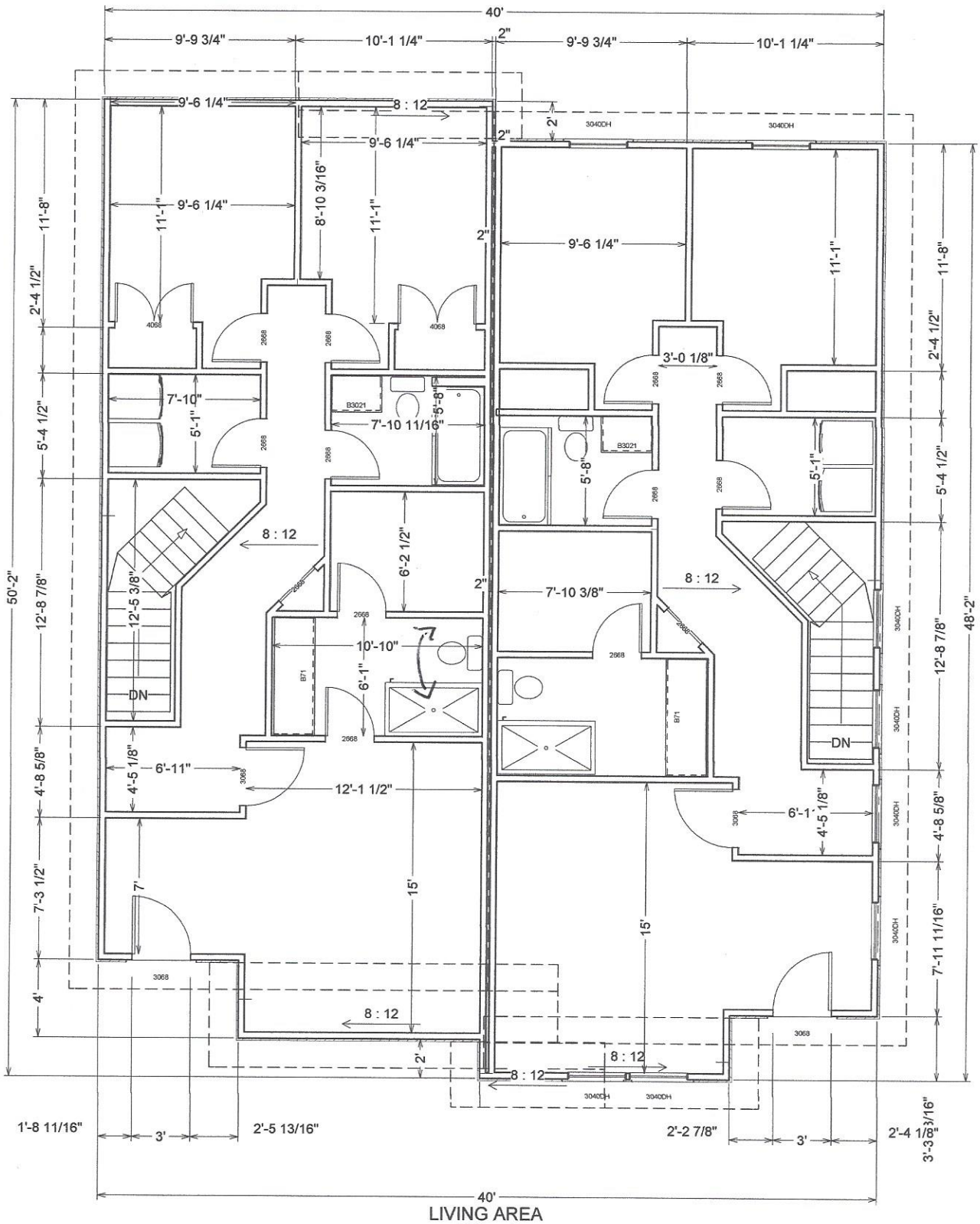
FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 005-19.

ATTACHMENTS
CB 2019- 254, Staff Planning Report, P&Z Commission Minutes



LIVING AREA
1046 sq ft



LIVING AREA

1623 sq ft

CB 2019-254

Case 005-19: Approximately 1.5 acres located at the intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) to construct duplexes – Jesse Russow

Mr. Dermott had to abstain himself from Case 005-19.

Kent Eastman, 2627 Callaway Drive, Joplin, MO. Mr. Eastman is representing Mr. Russow and would like to request a zoning change to build duplexes. There is M-2 properties to the west and we anticipate this would be a natural buffer to the R-1 District to the south and to the east there is a "C" zoning.

Mr. Ramsour stated he recalled for sale signs on this property.

Mr. Eastman stated that it was vacant land now. This is a future owner that is requesting the rezoning.

Mr. McCullough asked if there will be a fence between the duplexes and the residential home?

Mr. Eastman stated that it is not required with the alley being there.

Mrs. Steel asked if the entire living area for the duplexes was 1,623 sq. ft.?

Mr. Eastman stated he did not know the size of square footage of the duplexes.

Mr. Ramsour wanted to know if the garages were going to be located from the alley.

Mr. Eastman stated he thought they were planned that way.

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

MRS. KOELKEBECK MOVED, SECONDED BY MR. RAMSOUR TO APPROVE CASE 005-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSTAIN).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 005-19 A request to rezone from R-1 (Single Family Residential) to R-2 (Two-Family Residential District) to construct duplexes

LOCATION The intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue.

APPLICANT Jesse Russow

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	1.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1	C-1	R-1	M-2
Land Use	Restricted Industrial	Commercial	Residential	Vacant

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th Street	Arterial	70'
Adele Avenue	Secondary	80'

UTILITIES	Utilities need to be extended to a portion of the property.
FLOOD PLAIN	N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The future land use map shows this property as 'Retail Commercial'. Because these lots are within the 20th Street Planned Corridor, C-3 (Commercial) would be a more appropriate zoning designation. The surrounding neighborhood, immediately to the south, is currently Single-Family Residential.

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

This property is currently zoned R-1, which is not an appropriate future use for this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The adjacent properties to the south that are currently low-density residential may be affected by this change. However, the impact on surrounding properties would be less than if a rezoning to commercial.

DISCUSSION

This request includes six lots along the 20th Street Planned Corridor. The applicant wishes to rezone these lots to allow duplexes to be constructed. This zoning change would still allow single family homes to be constructed on the lots in question, but would also allow for two-family residential homes.

Staff recommends approval of Case 005-19.

ATTACHMENTS

- Application

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.: 005-19
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date: 1-14-19
City Council Date:

APPLICANT: JESSE RUSSOW PHONE: 719 459 3980
ADDRESS: 3120 W 26th ZIP: 64804
EMAIL: jesse@avalancheexteriors.com
OWNER: [illegible] PHONE: none
ADDRESS: P.O Box 4853 ZIP: 64803
EMAIL: none
LOCATION OF PROPERTY: 1914 - 2004 W 20TH
LEGAL DESCRIPTION: SEE ATTACHED

Present Zoning R-1 Requested Zoning: R-2 Acreage: 1.5
Present Use of Property: VACANT LOTS
Proposed Use of Property: DUPLEXES

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	INDUSTRIAL	M-1
South	RESIDENTIAL	R-1
East	RENTAL	C-1
West	VACANT + COMMERCIAL	M-1

CHARACTER OF THE NEIGHBORHOOD: OLDER HOMES TO SOUTH - COMMERCIAL TO NORTH + WEST

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: BUSY STREET

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes - ACCORDING TO TROY BOCKRATH
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
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 effect 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
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:

✓ Site Plan ___ Landscape Plan ✓ Building Elevations

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

MANY WEEDS - VACANT LAND

SIGNATURE: _____ DATE: 11/9/18

BY: JESSE RUSSOW

TITLE: PROPOSED OWNER



0 100 200 400 600 800 Feet

Case 005-19: Approximately 1.5 acres located at the intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue -- A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) to construct duplexes -- Jesse Russow

N

P & Z Case 005-19
Jesse Russow
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at the intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue, 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:

TRACT 1: ALL OF LOTS NUMBERED NINETEY-TWO (92), NINETY-THREE (93), NINETY-FOUR (94) AND NINETY-SIX (96) IN BARTLETT'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
TRACT 2: ALL OF LOTS NUMBERED NINETEY-FIVE (95) IN BARTLETT'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. TRACT 3: ALL OF LOTS NUMBERED ONE HUNDRED EIGHTY-THREE (183), ONE HUNDRED EIGHTY-FOUR (184), AND ONE HUNDRED EIGHTY-FIVE (185) IN BARTLETT'S FIRST 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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-255 -Rezone to District C-3 (Commercial).

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 006-19: Approximately 1.3 acres located on the southeast corner of St. Louis Avenue and Broadway Street – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for future commercial development – Daryl Rhodes

BACKGROUND:
This rezoning request includes five parcels. Three of the parcels have homes on them; the home on the largest parcel has been boarded up and appears to be abandoned.

PLANNING & ZONING COMMISSION TESTIMONY:
Daryl Rhodes, 7735 County Road 183, Carthage, MO. We bought this property about 16 years ago, which the address is 101 S St. Louis. We have done repairs to it over the years and it is currently a rental house. They have purchased additional properties that surround the house. The houses on the additional properties have either been secured or torn down. It was not economically feasible to try to repair them. We feel this property is best used for commercial use.

Mrs. Steele stated looking at the map you do not own the property at the corner? Mr. Rhodes replied the City of Joplin owns that piece of property.

Mr. Cortez asked Mr. Rhodes if he had future commercial use in mind?

Mr. Rhodes stated he did not. The plan is to put it up for sale at some point after rezoning.

PUBLIC COMMENT:
Terry Campbell, 1604 Central, Joplin, MO. He is opposed to commercial rezoning at this point, there is a lot of commercial properties on the west side. He owns property on Central which is Commercial property. He would not have a problem if he was doing R-2 or R-3 multi-unit or plans for the future, but Mr. Rhodes doesn't have plans. He wants to sell the property.

Mr. Campbell wanted to clarify that they tore down the house on that property and our plans are to build a single family residential or a duplex.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 006-19.

ATTACHMENTS
CB 2019- 255, Staff Planning Report, P&Z Commission Minutes

CB 2019-255

Case 006-19: Approximately 1.3 acres located on the southeast corner of St. Louis Avenue and Broadway Street – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for future commercial development – Daryl Rhodes

Mr. Dermott had to abstain himself from Case 006-19.

Daryl Rhodes, 7735 County Road 183, Carthage, MO. We bought this property about 16 years ago, which the address is 101 S St. Louis. We have done repairs to it over the years and it is currently a rental house. They have purchased additional properties that surround the house. The houses on the additional properties have either been secured or torn down. It was not economically feasible to try to repair them. We feel this property is best used for commercial use.

Mrs. Steele stated looking at the map you do not own the property at the corner?

Mr. Rhodes stated the City of Joplin owns that piece of property. It was the old Fire Station and was demolished for improvements of the intersection.

Mr. Ramsour had a question for staff. There was discussion of a round-a-bout at the intersection are there any plans to continue that project?

Mr. Bolander stated there is not at this time. The last discussion is that a Rt. 66 paver be put in the middle of the intersection. The round-a-bout has not been discussed in some time. If we don't put the paver or a monument in, then we could possibly sell it to the property owner.

Mrs. Steele asked Mr. Rhodes if that situation will hinder what he wants to do with the property?

Mr. Rhodes stated he didn't know.

Mr. Cortez asked Mr. Rhodes if he had future commercial use in mind?

Mr. Rhodes stated he did not. The plan is to put it up for sale at some point after rezoning.

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

Terry Campbell, 1604 Central, Joplin, MO. He is opposed to commercial rezoning at this point, there is a lot of commercial on the west side. He owns property on Central. He would not have a problem if he was doing R-2 or R-3 multi-unit or plans for the future, but he doesn't. He wants to sell the property.

Mr. Cortez asked if any Commissioner had questions for Mr. Campbell. They did not.

Mr. Rhodes approached the Commission and stated that Mr. Campbell owns the property that is at the south east corner of St. Louis and Central. It is zoned C-1, does not understand why he would be opposed to the rezone.

Mr. Campbell wanted to clarify that they tore down the house on that property and our plans are to build a single family residential or a duplex.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH TO APPROVE CASE 006-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSTAIN).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 006-19 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District) to for future commercial development

LOCATION The southeast corner of St. Louis Avenue and Broadway Street

APPLICANT Daryl Rhodes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential/Vacant	1.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-2	C-1
Land Use	Cemetery	Residential	Duplexes	Car Dealership

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies these lots as Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Broadway Street	Arterial	70'
Central Street	Secondary	60'
St. Louis Avenue	Arterial	50'

UTILITIES	Utilities do not need to be extended to the property.
FLOOD PLAIN	N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The future land use map shows this property as 'Low-Density Residential'.

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

This property is currently zoned R-1; a zoning change to C-3 is required for the full range of possible commercial developments to be permitted.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Across the street from this property, on the northern side of Broadway Street, is Ozark Memorial Park Cemetery. The properties to the south are a mix of single family homes and duplexes, which would be impacted by rezoning to Commercial. There are existing commercial properties to the west across St. Louis Avenue, including a car dealership.

DISCUSSION

This rezoning request includes five parcels. Three of the parcels have homes on them; the home on the largest parcel has been boarded up and appears to be abandoned.

Staff recommends approval of Case 006-19.

ATTACHMENTS

- Application

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.: 006-19
Filing Fee: ~~$350.00~~ $300
Date Advertised:
Date Notices Sent:
P&Z Date: 1-14-19
City Council Date:

APPLICANT: Daryl Rhodes PHONE: 417-540-1846
ADDRESS: 7735 County Road 183 Carthage, MO ZIP: 64836
EMAIL: Daryl@kw.com
OWNER: PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: SE Corner of S. St. Louis Street and E. Broadway
LEGAL DESCRIPTION: see attached

Present Zoning R1 Requested Zoning: C3 Acreage: 1.29 ± acres
Present Use of Property: Residential Rental
Proposed Use of Property: Commercial

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Cemetery	C-1
South	Vacant	C-1
East	Residence	R-1
West	Used Car lot	C-1

CHARACTER OF THE NEIGHBORHOOD: Declining

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 not economically feasible to build single family homes in this area.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
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 effect 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
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: E. Broadway and E. Central
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

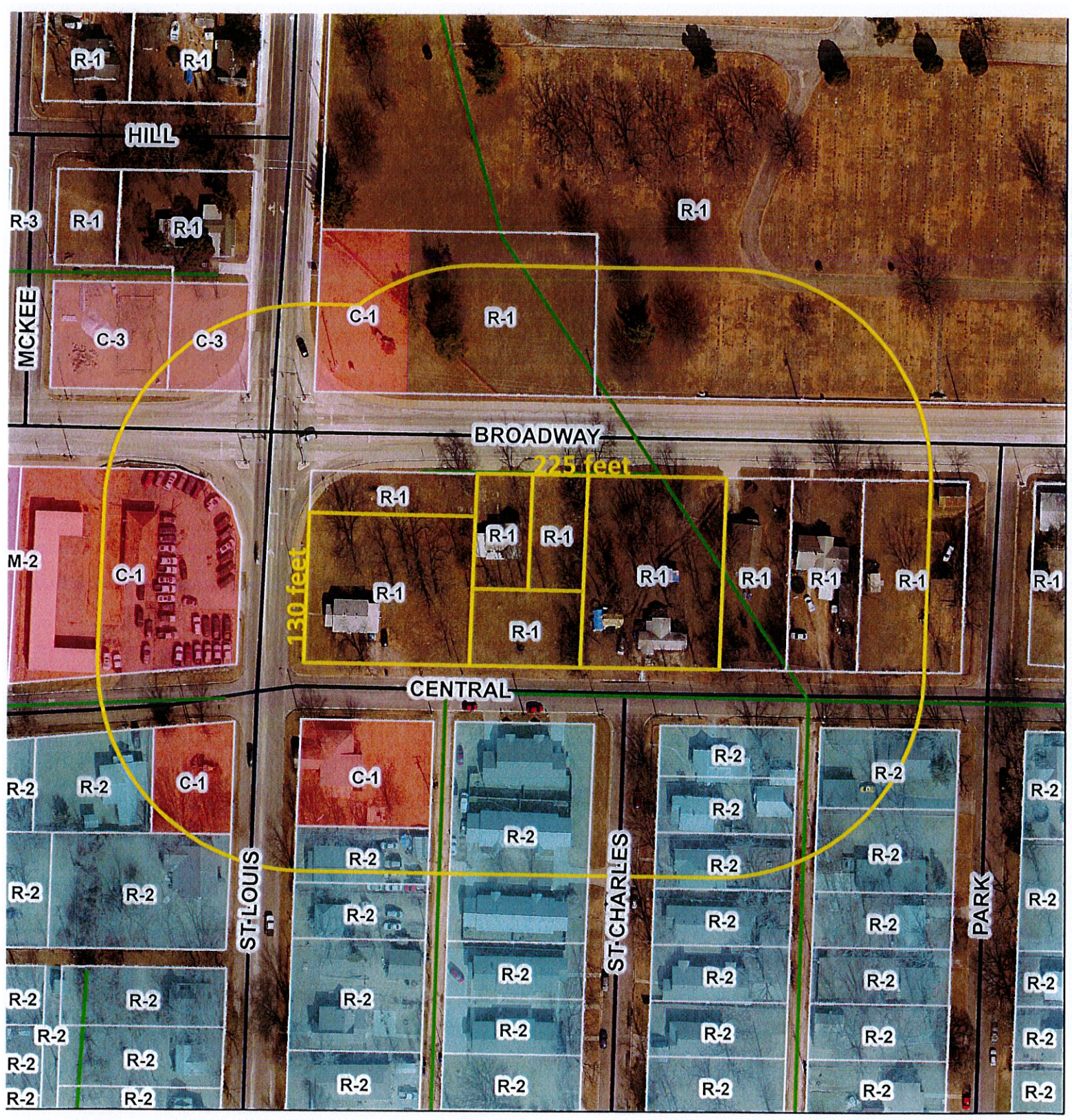
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The properties on East Broadway between 5th Lewis and Gateway Street (9 blocks) are predominately zoned Commercial and Manufacturing.

SIGNATURE: David L. Glade DATE: 11/12/2015

BY: _____

TITLE: Broker / Owner


R-1
R-1
HILL
R-3
R-1
R-1
MCKEE
C-3
C-3
C-1
R-1
R-1
BROADWAY
225 feet
130 feet
M-2
C-1
R-1
R-1
R-1
R-1
R-1
R-1
R-1
R-1
R-1
CENTRAL
R-2
R-2
C-1
C-1
R-2
R-2
R-2

P & Z Case 006-19
Daryl Rhodes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-255 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 approximately 1.3 acres located on the southeast corner of St. Louis Avenue and Broadway Street, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

All of lots numbered One (1), Two (2) and Three (3), EXCEPT the North 50 feet thereof, in Block Twenty-nine (29) in COLLEGE HILL ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. All of the north 100 feet of lot numbered four (4) in block twenty-nine (29) in College Hill addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. All of lot numbered five (5) in block twenty-nine (29) except the south 70 feet of College Hill Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. The South 70 feet of Lots 4 and 5, Block 29 in College Hill Addition to the City of Joplin, Jasper County, Missouri, Code, commonly known as 1607 Central Ave., Joplin, Missouri. All of Lots Numbered Six (6) and Seven (7) and the West One-Half of Lot Numbered Eight (8), in Block 29 in COLLEGE HILL ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; more commonly known as approximately 1.3 acres located on the southeast corner of St. Louis Avenue and Broadway Street

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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-256 -Rezone to District C-1-PD (Neighborhood Commercial Planned District).

MEETING DATE:
February 4, 2019

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- Sam Anselm.

SUMMARY REQUEST:
Case 007-19: Approximately 0.51 acres located on the northwest corner of 20th Street and Illinois Avenue – A request to rezone from Non-Retail Planned District (CO-PD) and Two-Family Residential District (R2) to Neighborhood Commercial Planned District (C1-PD) to construct a drive-through establishment – Megan Escalante.

BACKGROUND:
The lots that are part of this request are currently vacant due to the impact of the tornado. If this property is rezoned to Commercial, the applicant plans to construct a drive-through establishment that serves ice cream and other desserts. The business could also serve customers who walk to the establishment from Joplin High School, which is located to the south within walking distance.

PLANNING & ZONING COMMISSION TESTIMONY:
Megan Escalante, 721 Castle Drive, Joplin, MO. She was wanting to build a nice family-oriented atmosphere, also to have a small hair salon on the other side of the building.

Mrs. Steele asked if she was planning on putting a food truck or do a brick and mortar? Mrs. Escalante replied the brick and mortar. The food truck will not be at that location.

Mr. Ramsour asked where the driveway would be located? Mrs. Escalante stated that there is a current driveway along the east side of the second lot.

Mr. Ramsour asked if there would be an entrance off 20th Street. Mrs. Escalante stated there would not be.

Mrs. Koelkebeck asked staff if a buffer was required between C-1-PD and R-2?

Mr. Whitmore stated that there is and there will be a buffer established in the form of a six-foot Fence.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 007-19.

ATTACHMENTS
CB 2019- 256, Staff Planning Report, P&Z Commission Minutes

CB 2019-256

Case 007-19: Approximately 0.51 acres located on the northwest corner of 20th Street and Illinois Avenue – A request to rezone from Non-Retail Planned District (CO-PD) and Two-Family Residential District (R2) to Neighborhood Commercial Planned District (C1-PD) to construct a drive-through establishment – Megan Escalante.

Megan Escalante, 721 Castle Drive, Joplin, MO. She was wanting to build a nice family-oriented atmosphere, also to have a small hair salon on the other side of the building.

Mr. Cortez asked Commissioners if they had any questions?

Mrs. Steele asked if she was planning on putting a food truck or do a brick and mortar?

Mrs. Escalante stated the brick and mortar. The food truck will not be at that location.

Mr. Ramsour asked where the driveway would be located?

Mrs. Escalante stated that there is a current driveway along the east side of the second lot.

Mr. Ramsour asked if there would be an entrance off 20th Street.

Mrs. Escalante stated there would not be.

Mrs. Koelkebeck asked staff if a buffer was required between C-1-PD and R-2?

Mr. Whitmore stated that there is and there will be a buffer established in the form of a six-foot fence.

Mr. Cortez asked if there were any other questions for Mrs. Escalante? There was not. There was not anyone else to speak in favor or in opposition of this case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 007-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 007-19 A request to rezone from Non-Retail Planned District (CO-PD) and Two-Family Residential District (R2) to Neighborhood Commercial Planned District (C1-PD) to construct a drive-through establishment

LOCATION The northwest corner of 20th Street and Illinois Avenue

APPLICANT Megan Escalante

EXISTING CONDITIONS

Zoning	Land Use	Property Size
CO-PD/R-2	Vacant	0.51 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	C-1/R-2	C-O	C1-PD
Land Use	Vacant	Vacant/Residential	Vacant	Office

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies these parcels as Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th Street	Arterial	110'
Illinois Avenue	Secondary	60'

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

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This property is located within the 20th Street Planned Corridor. The future land use map shows this property as 'Retail Commercial'. This location is appropriate for commercial use. If this property was not rezoned to allow for commercial uses, it would not be in compliance with the city's Comprehensive Plan.

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

The lots in this request are currently zoned both Non-Retail Planned Overlay District and Two-Family Residential (R2). A zoning change to C-3 is required for most commercial developments.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Many of the surrounding lots are currently zoned Two-Family Residential (R2) and there are single family homes to the north.

DISCUSSION

The lots that are part of this request are currently vacant due to the impact of the tornado. If this property is rezoned to Commercial, the applicant plans to construct a drive-through establishment that serves ice cream and other desserts. The business could also serve customers who walk to the establishment from Joplin High School, which is located to the south within walking distance. Consequently, the applicant feels the corner of 20th Street and Illinois Avenue is a prime location for a drive-through establishment.

Staff recommends approval of Case 007-19.

ATTACHMENTS

- Application

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.: 007-19
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date: 1-14-19
City Council Date:

APPLICANT: Megan D Escalante PHONE: 417-434-0169

ADDRESS: 721 Castle Dr Joplin MO 64804 EMAIL: pineapplebliss.co@gmail.com

OWNER: Norman Rouse Trustee for Charles Burt Trust PHONE: 417-782-2222

ADDRESS: 5957 E 20th St Joplin MO 64801 EMAIL: roberta@cwrcave.com

LOCATION OF PROPERTY: 1021 E 20th St, 1910 Illinois, 1912 Illinois

LEGAL DESCRIPTION: All of lots numbered one-hundred eighty (180) through one-hundred eighty-three (183) inclusive in campbell's 6th addition to the city of Joplin, Jasper County, Missouri. Being subject to all easements, right-of-way, and reservations of record.

Present Zoning CO-PD and residential (R2) Requested Zoning: C3 Acreage: .51 acres

Present Use of Property: vacant lot Proposed Use of Property: drive-through and walk-up soft serve dessert (Pineapple Bliss) in the front of the building (south) and a small salon in the rear (north) side of the building

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	vacant lot	
South	unfinished Charles Burt realtor building	
East	vacant lot	
West	dental office and art gallery	

CHARACTER OF THE NEIGHBORHOOD: mixed use

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: drive-through requires C3 zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.

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 effect 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

4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing: ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Illinois

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 TO PROVIDE FOR:

1. Appropriately Sized Lots?

2. Properly Sized Street Right-of-Way?

3. Drainage Easements?

4. Utility Easements: alley access

   Electricity, Gas, Sewers, Water

5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE:  DATE: 11-17-14

BY: Megan Escalante

TITLE: Agent



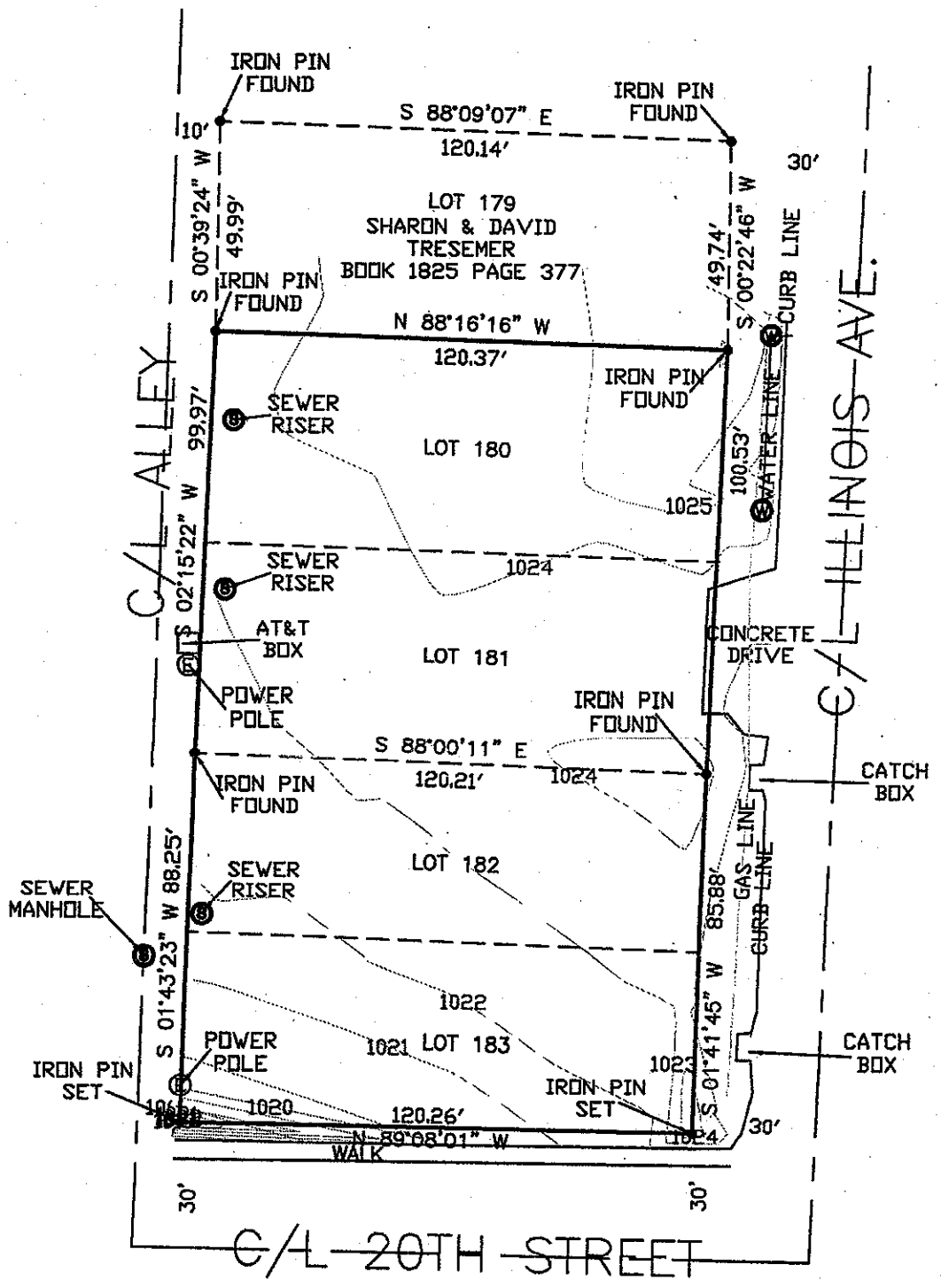
Case 007-19: Approximately 0.51 acres located on the nothwest corner of 20th Street and Illinois Avenue -- A request to rezone from Non-Retail Planned District (CO-PD) and Two-Family Residential District (R2) to Neighborhood Commercial Planned District (C1-PD) to construct a drive-through establishment -- Megan Escalante

0 40 80 120

SCALE: One inch equals 40 feet.

BASIS OF BEARING: THE WEST LINE OF ILLINOIS AVE. ASSUMED S 01°41'45" W MISSOURI WEST NAD83 as per MoDoT GPS NETWORK

CLASS OF PROPERTY: (C) URBAN



PROPERTY DESCRIPTION:
ALL OF LOTS NUMBERED ONE-HUNDRED EIGHTY (180) THROUGH ONE-HUNDRED EIGHTY-THREE (183) INCLUSIVE IN CAMPBELL'S 6TH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESERVATIONS OF RECORD.

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

Rodney C. Neece, MoLS. #002691 Date: 10/25/2018

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

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64804
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: MEGAN ESCALANTE		
DRAWN: EUBANKS	DATE: 10/22/2018	ADDRESS: 1021 E. 20TH STREET JOPLIN, MISSOURI
APPROVED: NEECE	S/T/R: 11/27/33	
SCALE: 1"=40'	File Name: L180-3C6TH	CERT OF AUTHORITY: LSC-2004000198

Case 007-19

P & Z Case 007-19
Megan Escalante
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-256 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-PD and R-2 and including in District C-1-PD property as described below and located on the northwest corner of 20th Street and Illinois Avenue, City of Joplin, Jasper County, Missouri.

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

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

ALL OF LOTS NUMBERED ONE-HUNDRED EIGHTY (180) THROUGH ONE-HUNDRED EIGHTY-THREE (183) INCLUSIVE IN CAMPBELL'S 6TH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, 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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
January 22, 2019
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the January 22, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

Set date for Strategic Planning Meeting
City Manager Sam Anselm announced the date for the Strategic Planning meeting will be held Friday, March 1, 2019 at the Public Safety Training Center in Joplin. He stated he would be getting with the Clerk's office to discuss breakfast and lunch options for that day. The meeting is expected to last about 6-7 hours and should be finished in one day. Phil Stinnett mentioned meeting again with the consultant before March; Sam Anselm stated that is doable or also possibly something that could be done by phone.

Boards and Commissions:
Reappointments

Board of Adjustment: Matthew Smith

Board of Health: Enrico Esguerra

Joplin Sports Authority: Christopher Byer

Parks & Recreation- Edwin Mwangi

Ryan Stanley made the motion to approve the reappointments. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West. 9-0

New Appointments:
Phil Stinnett nominated Randy Moore to the Airport Board, Ryan Stanley nominated Rob O'Brian. Randy Moore was appointed. Jim West nominated Chiquita Lemus to the Building Board of Appeals Committee, Phil Stinnett nominated Garrett Wagner. Garrett Wagner was appointed. Ryan Stanley nominated Emily Frankoski to Historic Preservation Commission; be moved from an alternate position to a permanent position and Robert Brueckner be appointed to an alternate position. Nominations were approved.

Other Business:
Phil Stinnett addressed the issue that was mentioned by City Clerk Barbara Gollhofer in an email regarding how often Boards and Commissions are addressed. Some discussion on this continued as to how often they should be reviewed; if they should be reviewed after their term has expired, may be a better option. Mayor asked for the Clerk's office to discuss this and see what other options they may have.

The meeting adjourned at 5:45 p.m.

Submitted,

Roschelle Forsythe, Assistant City Clerk

JOPLIN CITY COUNCIL
JANUARY 22, 2019 MEETING MINUTES

CALL TO ORDER
The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION read by Assistant City Clerk Roschelle Forsythe.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Stinnett.

ROLL CALL
Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mrs. Colbert-Kean to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Minutes of the January 7, 2019 Council Meeting

COUNCIL BILL NO. 2019-250 - an ordinance establishing grades and accepting the Plat of Standeford-Russow located at the northwest corner of Schifferdecker Avenue and 24th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-010.**

COUNCIL BILL NO. 2019-600 - an ordinance amending Chapter 2, Administration, Article IV, Boards and Commissions, of the Joplin City Code, by enacting a new Division 3, City Youth Council. **Ordinance No. 2019-011.**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2019-104 – an ordinance authorizing the City of Joplin to enter into an agreement with Burns and McDonnell Engineering Company, Inc., to conduct a wastewater rate study, in an amount not to exceed Fifty One Thousand Nine Hundred and 00/100 Dollars ($51,900.00) for the City of Joplin Sewer system inside and outside the city limits, for the years of 2020 through 2024; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. West that Council Bill No. 2019-104 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill Was declared adopted and entitled **Ordinance 2019- 012.**

Mr. Stinnett introduced Council Bill No. 2019-105 – an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Capital Paving & Construction, LLC., for the Reconstruction of Taxiway D at the Joplin Regional Airport; and containing an emergency clause**.** Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2019-105 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance 2019-013.**

Mr. Stanley introduced Council Bill No. 2019-106 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the Reconstruction of Taxiway D at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2019-106 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance 2019-014.**

Mrs. Reid Adams introduced Council Bill No. 2019-107- an ordinance authorizing the City of Joplin to enter into an Equipment Transfer Agreement between the Joplin Regional Airport and the Kirksville Regional Airport for the Rousenbaurer Airwolf ARFF truck; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mrs. Reid Adams, second by Mr. Brown that Council Bill No. 2019-107 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance 2019-015.**

ORDINANCES – FIRST READING

Mr. Stinnett introduced Council Bill No. 2019-603 – an ordinance approving the reclassifications of various positions for the Parks and Recreation Department. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2019-603 be approved on First Reading and advanced to Second and third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-603.**

Mr. West introduced Council Bill No. 2019-604- an ordinance approving the reclassification of a position for the Police Department; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 208-145 on October 15, 2018. Motion by Mr. West, second by Mr. Lawson that Council Bill No. 2019-604 be approved on First Reading and advanced to Second and third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Abstention: Monteleone, 1. The Council Bill was read as **Council Bill No. 2019-604**.

ORDINANCES – SECOND READING AND THIRD READING

Unfinished Business

New Business
Boards/Commissions – Appointments & Reappointments:
Motion by Mr. Stanley, second by Mr. Monteleone to approve the following reappointments. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Reappointments:
Board of Adjustment: Matthew Smith
Board of Health: Enrico Esguerra
Joplin Sports Authority: Christopher Byer
Parks & Recreation- Edwin Mwangi

New Appointments:
Airport Board: Randy Moore
Building Board of Appeals: Garrett Wagner
Historic Preservation: Emily Frankoski
Historic Preservation: (alternate position) Robert Brueckner

News from Public Information Officer Lynn Onstot:
The City of Joplin has announced that the annual leaf pick-up program has ended with all residential areas being canvassed. However, if residents still have leaves, the City crews will provide "special request pick-ups." Residents wanting to place their address on the pick-up list should call the Parks Department at 625-4750 between 9 a.m. and 4 p.m. by January 28.

Tickets are now on sale for the annual Daddy Daughter Date Night hosted by the Joplin Parks and Recreation Department. This year's date nights are Friday, February 15th and Saturday, February 16th. The event is held from 6:30-9 pm at Memorial Hall and includes music, dancing, games buffet dinner, prizes and a complimentary picture.

The program is designed for dads, uncles, grandfathers, or other father figures, whose daughters are 3-12 years old. Due to limited seating, pre-registration is required. Tickets are $35 per couple, and $15 for each additional daughter. To register go to joplinparks.org or call 417-625-4750.

A reminder to residents – If the City has an announcement regarding a service or a closure due to bad weather, it will be posted to our FACEBOOK page, as well as listed on the local television stations. We encourage our residents to watch for these during foul weather such as the type we've heard our neighbors to the north receiving.

Comments from City Council:
Mr. Brown stated he has a friend that is a runner; he ran to his house from Schifferdecker to Mr. Browns house which is on St. Louis and Zora, and he mentioned he was able to run on sidewalk the entire way; Mr. Brown gave a thank you to those that made that happen.

Mr. Monteleone mentioned he received an email from a resident about a dangerous intersection in his neighborhood; McKinley to between 9th and 11th; he forwarded that information to the City Manager to look into that to see if it is indeed dangerous. Mr. Monteleone also mentioned a moment of gratitude; a lot of people in the city he is grateful for keeping the roads safe over the past weekend with the bad weather: Dean Smith, Scott Buffer, Joey Burton, Jimmy Cawyer, Larry Beaver, Travis Shafer, Freddy Butler, Wes Showalter, Ethan Ketterman, Cody Marti and Monty Johnson. They all did tremendous work being out on the trucks and keeping everyone safe.

City Manager Sam Anselm stated regarding the resident's email on South McKinley; the crime analyst was able to look back over the last three years in that neighborhood and was unable to find any reports of accidents. The City Manager will let the resident know that if there is an accident to make sure and call the police to report it. Also, the traffic engineer will be adding this location to the list. He also mentioned the City has developed a Traffic Calming Policy; they have a draft copy at this time and expect to make some finalizations at the next meeting in March.

Mayor Shaw mentioned he along with several other Council members attended the Martin Luther King Jr. breakfast at Missouri Southern on Monday. He thanked Missouri Southern for putting that event together.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; as set forth in Section 610.021(1) (3) RSMo, as amended, 2018. 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. Stanley, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

There being no further business, the meeting was adjourned at 6:48 p.m.

Respectfully,

Roschelle Forsythe, Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-603 -approving the job description changes and reclassification of positions for Parks and Recreation Department; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018.

MEETING DATE
January 22, 2019

ORIGINATING DEPT
Human Resources Department

ATTACHMENTS
Council Bill No. 2019-603 Ordinance; Budget Amendment; Schedule A; Personnel Board meeting minutes; supporting documents.

REVIEWED BY
Human Resources: David Allgood; Department Head of Parks and Recreation: Paul Bloomberg; Finance Department: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a change to reorganize the Parks and Recreation Department; and reclassify the Seasonal Laborer to Outside Service Attendant. Change the Job Description and Title of Business Development Manager to Recreation Manager.

BACKGROUND
The Parks and Recreation Department has been utilizing a Seasonal Labor from the Golf Maintenance Division to perform the duties of an Outside Service Attendant. The Outside Service Attendant will provide customer service, directions to patrons around the golf course grounds, tournament assistance, rental club and golf cart rental. In addition, this position will also ensure the availability and cleanliness of rental carts, daily maintenance of the golf cart fleet, handle general janitorial duties around the clubhouse; which includes trash removal, mopping and cleaning restrooms and any other duties needed by the golf professionals.
This position would have the same level of responsibilities as a part-time Cashier. The Parks and Recreation Department will fund this position by moving one Seasonal Labor position (pay range 520) to an Outside Service Attendant position (pay range 500). This would result in a savings in the Departmental budget.

In 2016 the Parks and Recreation Department reorganized job responsibilities within the Recreation Division because of layoffs the City of Joplin had experienced. To operate effectively and efficiently the department moved several responsibilities, that the Assistant Director position oversaw, to the Business Development Manager. By doing this, their title and responsibilities no longer reflected the position of Business Development Manager. The department has reviewed other parks and recreation departments and found that the job responsibilities this position has been performing match the job title of a Recreation Manager position, therefore the department request that the title of the Business Development Manager position be changed to the Recreation Manager. This position will stay in the same pay range of 300 and will not change the

Departments budget.

FUNDING SOURCE

There is no change in the parks department for the reclassification, which is included in the adopted fiscal year 2019 budget. The seasonal reclassification in the golf course will result in some actual savings, but no budget amendment is required as the funds are included in the adopted fiscal year 2019 budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

CITY OF JOPLIN
PARKS RECLASSIFICATION IMPACT
AS OF JANUARY 11, 2019
SCHEDULE "1"

Recreation Manager (Range 300-no change):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	47,526	47,526	-
DEFERRED COMP-ICMA	1,504	1,504	
FAMILY DENTAL INSURANCE	595	595	-
DISABILITY INSURANCE	154	154	-
MEDICARE	563	563	-
SOCIAL SECURITY	2,405	2,405	-
FAMILY HEALTH INSURANCE	12,296	12,296	-
LIFE INSURANCE	102	102	-
LAGERS RETIREMENT	6,036	6,036	-
WORKER'S COMPENSATION	1,483	1,483	-
TOTAL ANNUAL IMPACT	72,664	72,664	-

Outside Service Attendant (Seasonal Range 500 from 520):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	8,451	7,368	(1,083)
MEDICARE	123	107	(16)
SOCIAL SECURITY	524	457	(67)
WORKER'S COMPENSATION	113	99	(14)
TOTAL ANNUAL IMPACT	9,211	8,031	(1,180)

Note: No budget amendment required due to actual expenditures.

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE FEBRUARY 25, 2019
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$9.719 $20,216	$9.913 $20,620	$10.112 $21,032	$10.314 $21,453	$10.520 $21,882	$10.731 $22,320	$10.945 $22,766	$11.164 $23,221	$11.387 $23,686	$11.615 $24,159	$11.847 $24,643	$12.084 $25,135	$12.326 $25,638	$12.573 $26,151	$12.824 $26,674	$13.080 $27,207	$13.342 $27,752	$13.609 $28,307	$13.881 $28,873	$14.159 $29,450		
110	Custodian Laborer I Utility Worker WIC Certifier	$10.714 $22,285	$10.928 $22,731	$11.147 $23,185	$11.370 $23,649	$11.597 $24,122	$11.829 $24,605	$12.066 $25,097	$12.307 $25,599	$12.553 $26,111	$12.804 $26,633	$13.060 $27,165	$13.322 $27,709	$13.588 $28,263	$13.860 $28,828	$14.137 $29,405	$14.420 $29,993	$14.708 $30,593	$15.002 $31,205	$15.302 $31,829	$15.608 $32,465		
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$11.250 $23,400	$11.475 $23,868	$11.705 $24,345	$11.939 $24,832	$12.177 $25,329	$12.421 $25,835	$12.669 $26,352	$12.923 $26,879	$13.181 $27,417	$13.445 $27,965	$13.714 $28,524	$13.988 $29,095	$14.268 $29,677	$14.553 $30,270	$14.844 $30,876	$15.141 $31,493	$15.444 $32,123	$15.753 $32,766	$16.068 $33,421	$16.389 $34,089		
130	Automotive Service Worker Laborer II Recreation Leader Senior Clerk Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$11.812 $24,569	$12.048 $25,060	$12.289 $25,562	$12.535 $26,073	$12.786 $26,594	$13.041 $27,126	$13.302 $27,669	$13.568 $28,222	$13.840 $28,786	$14.116 $29,362	$14.399 $29,949	$14.687 $30,548	$14.980 $31,159	$15.280 $31,783	$15.586 $32,418	$15.897 $33,067	$16.215 $33,728	$16.540 $34,402	$16.870 $35,091	$17.208 $35,792		
140	Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Police Services Assistant Utility Locator	$12.402 $25,796	$12.650 $26,312	$12.903 $26,838	$13.161 $27,375	$13.424 $27,923	$13.693 $28,481	$13.967 $29,051	$14.246 $29,632	$14.531 $30,224	$14.822 $30,829	$15.118 $31,445	$15.420 $32,074	$15.729 $32,716	$16.043 $33,370	$16.364 $34,037	$16.691 $34,718	$17.025 $35,413	$17.366 $36,121	$17.713 $36,843	$18.067 $37,580		
150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$13.023 $27,088	$13.283 $27,630	$13.549 $28,182	$13.820 $28,746	$14.097 $29,321	$14.378 $29,907	$14.666 $30,505	$14.959 $31,115	$15.259 $31,738	$15.564 $32,372	$15.875 $33,020	$16.192 $33,680	$16.516 $34,354	$16.847 $35,041	$17.184 $35,742	$17.527 $36,457	$17.878 $37,186	$18.235 $37,930	$18.600 $38,688	$18.972 $39,462		
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Heavy Equipment Operator Human Resources Specialist Legal Specialist Public Safety Communications Operator Wastewater Plant Operator	$14.358 $29,865	$14.645 $30,462	$14.938 $31,071	$15.237 $31,693	$15.542 $32,326	$15.852 $32,973	$16.169 $33,632	$16.493 $34,305	$16.823 $34,991	$17.159 $35,691	$17.502 $36,405	$17.852 $37,133	$18.209 $37,876	$18.574 $38,633	$18.945 $39,406	$19.324 $40,194	$19.710 $40,998	$20.105 $41,818	$20.507 $42,654	$20.917 $43,507		
170	Assistant City Clerk Crime Analyst/Accreditation Coordinator (E) Engineering Technician Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Traffic Signal Technician Wastewater Laboratory Technician	$15.077 $31,360	$15.379 $31,987	$15.686 $32,627	$16.000 $33,280	$16.320 $33,945	$16.646 $34,624	$16.979 $35,317	$17.319 $36,023	$17.665 $36,743	$18.018 $37,478	$18.379 $38,228	$18.746 $38,992	$19.121 $39,772	$19.504 $40,568	$19.894 $41,379	$20.292 $42,207	$20.697 $43,051	$21.111 $43,912	$21.534 $44,790	$21.964 $45,686		

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Automotive Mechanic II	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Building Maintenance Technician	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Nutritionist I (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I (E)																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Golf Course Maintenance Supervisor (E)	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Building Maintenance Supervisor (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Chief Wastewater Plant Technician	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Communications Technician																						
	Asst CVB Dir/Director of Sales/CVB (E)																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
	Solid Waste & Stormwater Education Manager (E)																						
	Wastewater Plant Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Fleet Maintenance Supervisor (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Chief Building Official (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	* Assistant City Attorney (E)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E) Civil Engineer II (E) * CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E) * Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379

162	Firefighter Trainee	$10.2301	$10.4839	$10.7380	$10.9921	$11.2459	$11.5000	$11.7541	$12.0079	$12.2620	$12.5161	$12.7699	$13.0240	$13.2782	$13.5319	$13.7861	$14.0398	$14.2940	$14.5481	$14.8019	$15.0560		
		$29,790	$30,529	$31,269	$32,009	$32,748	$33,488	$34,228	$34,967	$35,707	$36,447	$37,186	$37,926	$38,666	$39,405	$40,145	$40,884	$41,624	$42,364	$43,103	$43,843		
172	Firefighter/EMT	$10.7679	$11.0361	$11.3029	$11.5701	$11.8379	$12.1051	$12.3719	$12.6401	$12.9069	$13.1741	$13.4420	$13.7091	$13.9770	$14.2442	$14.5110	$14.7788	$15.0460	$15.3128	$15.5810	$15.8479		
		$31,356	$32,137	$32,914	$33,692	$34,472	$35,250	$36,027	$36,808	$37,585	$38,363	$39,143	$39,921	$40,701	$41,479	$42,256	$43,036	$43,814	$44,591	$45,372	$46,149		
192	Fire Driver/Engineer	$11.9880	$12.2751	$12.5622	$12.8489	$13.1360	$13.4231	$13.7102	$13.9969	$14.2840	$14.5711	$14.8578	$15.1449	$15.4320	$15.7191	$16.0058	$16.2919	$16.5790	$16.8661	$17.1532	$17.4399		
		$34,909	$35,745	$36,581	$37,416	$38,252	$39,088	$39,924	$40,759	$41,595	$42,431	$43,266	$44,102	$44,938	$45,774	$46,609	$47,442	$48,278	$49,114	$49,950	$50,785		
312	Fire Captain	$14.4900	$14.8359	$15.1820	$15.5282	$15.8740	$16.2191	$16.5649	$16.9111	$17.2569	$17.6020	$17.9481	$18.2940	$18.6401	$18.9859	$19.3310	$19.6769	$20.0230	$20.3692	$20.7139	$21.0601	$21.4059	$21.7521
		$42,195	$43,202	$44,210	$45,218	$46,225	$47,230	$48,237	$49,245	$50,252	$51,257	$52,265	$53,272	$54,280	$55,287	$56,292	$57,299	$58,307	$59,315	$60,319	$61,327	$62,334	$63,342
342	Battalion Chief (E)	$24.447	$24.962	$25.476	$25.991	$26.505	$27.020	$27.534	$28.049	$28.563	$29.078	$29.592	$30.107	$30.621	$31.136	$31.650	$32.165	$32.679	$33.194	$33.708	$34.223	$34.737	$35.252
	Fire Marshal (E)	$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
	Fire Training Chief (E)																						
		$17.4619	$17.8300	$18.1971	$18.5649	$18.9320	$19.3001	$19.6669	$20.0350	$20.4021	$20.7699	$21.1370	$21.5052	$21.8719	$22.2400	$22.6071	$22.9749	$23.3420	$23.7102	$24.0769	$24.4451	$24.8122	$25.1799
		$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
362	Deputy Fire Chief (E)	$27.917	$28.465	$29.013	$29.561	$30.109	$30.657	$31.205	$31.753	$32.301	$32.849	$33.397	$33.945	$34.492	$35.040	$35.588	$36.136	$36.684	$37.232	$37.780	$38.328	$38.876	$39.424
		$58,067	$59,207	$60,347	$61,487	$62,627	$63,767	$64,906	$66,046	$67,186	$68,326	$69,466	$70,606	$71,743	$72,883	$74,023	$75,163	$76,303	$77,443	$78,582	$79,722	$80,862	$82,002
402	Fire Chief (E)	$35.011	$35.824	$36.637	$37.450	$38.263	$39.076	$39.889	$40.702	$41.515	$42.328	$43.141	$43.954	$44.767	$45.580	$46.392	$47.205	$48.018	$48.831	$49.644	$50.457	$51.270	$52.083
		$72,823	$74,514	$76,205	$77,896	$79,587	$81,278	$82,969	$84,660	$86,351	$88,042	$89,733	$91,424	$93,115	$94,806	$96,495	$98,186	$99,877	$101,568	$103,260	$104,951	$106,642	$108,333

166	Police Officer Trainee	$14.167	$14.536	$14.904	$15.272	$15.640	$16.008	$16.376	$16.744	$17.113	$17.481	$17.849	$18.217	$18.585	$18.953	$19.321	$19.690	$20.058	$20.426	$20.794	$21.162		
		$29,467	$30,235	$31,000	$31,766	$32,531	$33,297	$34,062	$34,828	$35,595	$36,360	$37,126	$37,891	$38,657	$39,422	$40,188	$40,955	$41,721	$42,486	$43,252	$44,017		
196	Police Officer	$16.668	$17.101	$17.534	$17.967	$18.400	$18.833	$19.266	$19.699	$20.132	$20.566	$20.999	$21.432	$21.865	$22.298	$22.731	$23.164	$23.597	$24.030	$24.464	$24.897		
		$34,669	$35,570	$36,471	$37,371	$38,272	$39,173	$40,073	$40,974	$41,875	$42,777	$43,678	$44,579	$45,479	$46,380	$47,280	$48,181	$49,082	$49,982	$50,885	$51,786		
206	Police Corporal	$17.959	$18.409	$18.858	$19.307	$19.757	$20.206	$20.655	$21.105	$21.554	$22.003	$22.453	$22.902	$23.351	$23.801	$24.250	$24.699	$25.149	$25.598	$26.047	$26.496		
		$37,355	$38,291	$39,225	$40,159	$41,095	$42,028	$42,962	$43,898	$44,832	$45,766	$46,702	$47,636	$48,570	$49,506	$50,440	$51,374	$52,310	$53,244	$54,178	$55,112		
316	Police Sergeant	$20.203	$20.691	$21.179	$21.667	$22.155	$22.643	$23.131	$23.619	$24.107	$24.596	$25.084	$25.572	$26.060	$26.548	$27.036	$27.524	$28.012	$28.500	$28.988	$29.476	$29.964	$30.452
		$42,022	$43,037	$44,052	$45,067	$46,082	$47,097	$48,112	$49,128	$50,143	$51,160	$52,175	$53,190	$54,205	$55,220	$56,235	$57,250	$58,265	$59,280	$60,295	$61,310	$62,325	$63,340
346	Police Captain (E)	$26.170	$26.779	$27.388	$27.997	$28.606	$29.214	$29.823	$30.432	$31.041	$31.649	$32.258	$32.867	$33.476	$34.085	$34.693	$35.302	$35.911	$36.520	$37.128	$37.737	$38.346	$38.955
		$54,434	$55,700	$56,967	$58,234	$59,500	$60,765	$62,032	$63,299	$64,565	$65,830	$67,097	$68,363	$69,630	$70,897	$72,161	$73,428	$74,695	$75,962	$77,226	$78,493	$79,760	$81,026
366	Assistant Police Chief (E)	$26.866	$27.526	$28.185	$28.844	$29.504	$30.163	$30.822	$31.482	$32.141	$32.800	$33.460	$34.119	$34.778	$35.438	$36.097	$36.756	$37.416	$38.075	$38.734	$39.394	$40.053	$40.712
		$55,881	$57,254	$58,625	$59,996	$61,368	$62,739	$64,110	$65,483	$66,853	$68,224	$69,597	$70,968	$72,338	$73,711	$75,082	$76,452	$77,825	$79,196	$80,567	$81,940	$83,310	$84,681
406	Police Chief (E)	$34.555	$35.389	$36.224	$37.059	$37.894	$38.728	$39.563	$40.398	$41.232	$42.067	$42.902	$43.736	$44.571	$45.406	$46.240	$47.075	$47.910	$48.744	$49.579	$50.414	$51.248	$52.083
		$71,874	$73,609	$75,346	$77,083	$78,820	$80,554	$82,291	$84,028	$85,763	$87,499	$89,236	$90,971	$92,708	$94,444	$96,179	$97,916	$99,653	$101,388	$103,124	$104,861	$106,596	$108,333

CITY OF JOPLIN

EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR

PART-TIME SEASONALS

EFFECTIVE FEBRUARY 28, 2019

	REGULAR Part-Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
530	Peer Counselor	$ 10.107	$ 10.511	$ 10.931
555	Interpreter/Translator	$ 10.675	$ 11.102	$ 11.546
570	Lead Peer Counselor	$ 12.124	$ 12.609	$ 13.114

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time Outside Service Attendant-Seasonal	$ 8.668	$ 9.014	$ 9.375
502	Clerk-Part-Time	$ 9.102	$ 9.466	$ 9.844
505	Recreation Instructor-Part-Time	$ 9.534	$ 9.915	$ 10.313
520	Laborer-Part-Time	$ 9.915	$ 10.313	$ 10.725
540	School Crossing Guard-Part-Time	$ 10.313	$ 10.725	$ 11.155
555	Police Reserve Officer-Part-Time	$ 10.675	$ 11.102	$ 11.546
560	School Crossing Guard Coordinator-Part-Time	$ 11.155	$ 11.600	$ 12.066
570	Engineering Aid-Part-Time	$ 12.124	$ 12.609	$ 13.114
580	Court Bailiff-Part-Time	$ 15.759	$ 16.389	$ 17.045
600	Cashier - Seasonal Lifeguard-Seasonal	$ 8.668	$ 9.014	$ 9.375
610	Pool Operator-Seasonal	$ 9.915	$ 10.313	$ 10.725
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 10.725	$ 11.155	$ 11.601

Exhibit C

JOB DESCRIPTION
CITY OF JOPLIN
RECREATION MANAGER

TITLE: RECREATION MANAGER

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the general supervision of the Director of Parks and Recreation or designee: manage the Parks and Recreation Department's business affairs, coordinate, administer, and develop marketing efforts, and manage guest service operations. This position will supervise the Guest Services Staff that includes all Front Desk personnel.

Also manages, supervises, and directs the activities of the Recreation Division of Parks and Recreation including such functions as recreation program operations, seasonal aquatic operations, youth and adult athletics, in-house contractual recreation, education and leisure programs, conservation efforts, and special events.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

Business

- Manage the Department's business affairs
- Manage customer service operations
- Prepare, organize and manage recreation division budget
- Maintains automated registration, rental, and point-of-sale programs
- Maintains communication with the management team regarding marketing strategy
- Administer rentals for Memorial Hall including drafting contracts, scheduling, and logistics
- Solicit and coordinate sponsorships, advertising, and promotional initiatives that drive revenue for aquatic centers, sports programs, special events, and more
- Assists with reconciling all revenue deposits for the department

Marketing/Development

- Assist in the development, strategy, and administration of marketing deliverables including increasing brand awareness, bringing in new customers, and coordinating public relations efforts.
- Strategize, write, edit and manage Department's marketing communications, including presentations, membership, and Department activities and program offerings, website content, blogs, monthly newsletters, tradeshow and conference pieces, etc., by coordinating and facilitating all department communications via print, email and social media.
- Coordination of overall marketing/communication efforts across the department to ensure clean, consistent, clear concise department wide message is communicated to the public.
- Work with the Director and other division managers to ensure citizens and guests are adequately informed of the activities and programs of the Department while encouraging their participation.

Marketing/Development

- Implement and maintain a comprehensive guest services and facility rental program for all Department facilities, including Memorial Hall; as well as outdoor aquatic centers, other athletic complexes and facilities, shelters/pavilions/gazebos and other City parks and facilities.
- Actively engage the general public and facility users/members. Respond to inquiries and resolve difficult customer service issues. Conduct surveys and gather feedback to ensure facilities meet community needs and enhance effectiveness.
- Oversee all guest services programming and assist with special event programming and coordination, including Membership Drives, Member Appreciation Events, Concessions/Vending, Corporate Memberships, Member Retention and special promotions of Department facilities.

Recreation Division

- Plan, implement, direct and supervise comprehensive in-house and contract recreational, educational, leisure and athletic programs and events.
- Evaluate program content and the methods used in providing community recreation offerings; make recommendations for areas of improvement; implement appropriate recommendations.
- Select, train, supervise, and evaluate full-time Recreation Division staff.
- Recommend changes in program staffing, objectives, policies and procedures to assure maximum effectiveness and efficiency.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- Provides information to the public, vendors, auditors, and City staff requiring explanation of department policies, rules, and/or procedures.
- Answers telephone and handles customer inquires.
- Opens and closes facilities as assigned.
- Prepares requisitions and maintains inventory of office equipment, parts and supplies.
- May act as Director in absence of Parks and Recreation Director as designated.

GENERAL PHYSICAL REQUIREMENTS:

Language Ability and Interpersonal Communication

- Requires the ability to perform complex data analysis including the ability to classify, categorize, prioritize, rank, investigate and diagnose figures, computations, statistics, technical reports, statutes, guidelines and/or written information. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers, departments and the public, on how to apply policies, procedures and standards to specific situations.
- Requires the ability to utilize a wide variety of reference and technical data and information such as financial reports, spreadsheets, regulations, payroll reports, payment records, collection reports, journal entries, balance sheets, invoices, billing statements, insurance forms, purchase orders, accounts payable reports, computer software operating manuals, accounting principles and correspondence.
- Requires an exceptional ability to communicate orally and in written correspondence.
- Requires demonstrable ability to provide first line supervision. Ability to persuade, convince, orientate and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

- Requires the ability to perform complex addition, subtraction, multiplication, division and algebra. Must be able to calculate percentages, discounts, and interest and have the ability to perform high level mathematical operations using large numbers, fractions and computer formulas.

JOB DESCRIPTION

CITY OF JOPLIN

RECREATION MANAGER

Judgement and Situational Reasoning Ability

- Requires the ability to carry out instructions furnished in written, oral or diagram form. Involves semi-routine standardized work, with some latitude for independent judgment regarding choices of action.
- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in a written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise sound judgement, decisiveness and creativity required in situations involving the evaluation of information against measurable or verifiable criteria.

Physical Requirements

- Requires the ability to operate a variety of office equipment such as a computer terminal, word processor, telephone, fax machine, calculator/ adding machine, camera, cash register, computer printer and photocopier.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some combination of lifting, sitting, and carrying of objects weighing twenty-five pounds. Tasks may involve extended periods of time at a keyboard or workstation.
- Requires the ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

- Tasks are generally performed in safe and comfortable office surroundings. May experience exposure to adverse environmental conditions that include exposure to environmental factors such as temperature variations and extremes, violence, humidity, disease and/or dust.

GENERAL QUALIFICATIONS:

- Bachelors Degree in Recreation Administration or related field and five years of progressively responsible management/supervisory experience in a public recreation agency or any equivalent combination of acceptable training, education, and experience in the field of Parks and Recreation.
- Exceptional computer skills and experience with CivicRec Recreation Software is highly desired.
- Experience executing great marketing communications in the digital marketing/technology space with extensive knowledge and familiarity of internet technologies, online media, and social media tools (e.g. LinkedIn, Facebook, Twitter, and Google Plus).
- Knowledge of the methods of publicity and public relations.
- Knowledge of planning, preparing and working with an effective budget.
- Knowledge of social media and other forms of communication.
- Strong communication/writing skills.
- Skill in establishing and maintaining effective working relationships with other staff and members of the public.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT
ORDINANCE #:

APPROVED:
PAY RANGE: 300

Exhibit C

JOB DESCRIPTION

CITY OF JOPLIN

OUTSIDE SERVICE ATTENDANT

TITLE: OUTSIDE SERVICE ATTENDANT

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the general supervision of the Golf Professional or designee. The Outside Service Attendant will provide outstanding customer service, directions to patrons around the golf course grounds, tournament assistance, rental club and golf cart rental procedures as well as the availability and cleanliness of rental carts, daily maintenance of the entire golf cart fleet, general janitorial duties around the clubhouse; which includes trash removal, mopping and cleaning restrooms and any other duties needed by the golf professionals. Some light manual labor may be expected at times.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Attend to the golf cart fleet
- Staging carts; cleaning, fueling and checking carts after each use and returning carts to staging area at the end of the day
- Ensure that carts are available for player use at all times, windshields are clean and seats dry
- Works closely with Pro Shop and Tournament staff to prepare for and conduct golf tournaments
- Ensure the cart barn and clubhouse area are kept orderly and clean, including trash receptacles, shoe brushes, doorways clear of leaves and grass. Wash station is to be clean – no grass or debris
- Assist with delivered items
- Report all cart damage immediately to supervisor or Pro Shop staff
- Use excellent customer service skills, establish and maintain effective working relationships with other employees, officials, and all members of the general public
- Relieves other personnel at the golf course when necessary
- Other duties as assigned, including tasks which support the essential functions and may be changed or redesigned

JOB DESCRIPTION

CITY OF JOPLIN

OUTSIDE SERVICE ATTENDANT

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with school employees, City employees and the general public.
- Good oral and written communication skills.

MATHEMATICAL ABILITY

- Ability to maintain records and files.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of appropriate regulations and safety procedures.
- Working knowledge of the rules of play.
- Ability to learn and enforce course policies, rules and regulations.

PHYSICAL REQUIRMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.
- Able to lift 50 lbs.

ENVIRONMENTAL ADAPTABILITY

- Demonstrate all appropriate techniques and procedures for the activity.

GENERAL QUALIFICATIONS:

- Applicant must be 16 years of age or older.
- Commitment to a positive, fun and team-oriented working environment.
- Ability to work effectively with children and adults.
- Strong interpersonal and communication skills.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT
ORDINANCE #:

APPROVED:
PAY RANGE: 500

COUNCIL BILL NO. 2019-603 ORDINANCE NO.

AN ORDINANCE approving the reclassifications of various positions for the Parks and Recreation Department.

WHEREAS, the City of Joplin desires to reclassify the Business Development Manager to a Recreation Manager, as well as a Seasonal Laborer in the Golf Course to an Outside Service Attendant within the Parks Department, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board and having received the favorable recommendation thereof.

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

Section 1. That various Parks and Recreation Department positions be reclassified as shown on Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That various Parks and Recreation Department positions be reclassified as shown on Exhibit "B" attached hereto within the Salary Administration Plan for Part-Time Seasonals of the City of Joplin.

Section 3. That various job descriptions within the Parks and Recreation Department be revised and updated as shown on Exhibit "C" revised job descriptions of the City of Joplin attached hereto.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____day of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVE AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-108 – Approval of MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control (ATC) Services by the City of Joplin.; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2019-108 Ordinance; MoDOT Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
Our current MoDOT/FAA agreement calculates the city local share monthly cost at $2,660.00. Missouri State legislation makes Joplin eligible for a 50/50 local match funding for ATC services through the State Aviation Program. With this additional grant funding our local cost will be $ 1,330.00/ month. The agreement before you is a continuation of our existing MoDOT Grant to cover the State's 50% share of the City's local match share of ATC cost at the airport. This agreement is retroactive back to October 1, 2018 thru December 31, 2018 and the city will be reimbursed for those costs. As of December of 2018 Joplin ATC Tower is fully funded by the FAA and we no long have a local financial obligation.

BACKGROUND
In February 2005 the Joplin Regional Airport started a Cost Share Agreement with the MoDOT/FAA for Air Traffic Control (ATC) services at the Joplin Regional Airport through the FAA's Contract Tower Cost Share Program. This program contracts with the FAA and a private contractor to provide the ATC services at Level I VFR towers. If not for this program smaller facilities would have to pay for the services themselves or not provide the service at all. ATC services are vital in insuring the safety of our commercial, corporate, and general aviation traffic.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2019-108 **ORDINANCE NO.**

AN ORDINANCE requesting approval of a MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control (ATC) Services by the City of Joplin.; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

.

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

Section 1. That the agreement by and between the City of Joplin and MoDOT Aviation for an Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control (ATC) Services by the City of Joplin.; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, 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 the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CCO Form: MO13
Approved: 1/99 (RMH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 196-090A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIR TRAFFIC CONTROL TOWER OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Sponsor for the operation of the Air Traffic Control Tower (hereinafter, "Tower") at the Joplin Regional Airport (hereinafter, "Airport") pursuant to section 305.230 RSMo, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor agrees to operate the Tower in accordance with all rules and regulations of the Federal Aviation Administration and with all applicable Federal and State requirements.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to Two Thousand Six Hundred Sixty Dollars ($2,660); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of October 1, 2018 to December 31, 2018. The release of all funding under this Agreement is subject to the Commission’s review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(3) PERFORMANCE OF AGREEMENT: The Sponsor shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the activities in accordance with the provisions of the Agreement.

(4) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the operation of the Tower as the Commission may require at any time.

(B) The Sponsor must 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 designees and representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in the Scope of Work Statement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(6) PAYMENTS:

(A) Timing of Payments: The Commission's payments to the Sponsor will be made on a quarterly basis. The Commission will provide a reimbursement form to be completed by the Sponsor when requesting funds.

(B) Limitations on Commission Contribution: Funds made available to the Commission and the Sponsor are subject to appropriations made by the General Assembly.

(7) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in violation of any of the terms of this Agreement.

(8) 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 the Agreement.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor 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 Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor 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.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor 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. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(12) 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.

(13) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, contingency 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.

(14) AMENDMENTS: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(15) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(16) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(17) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

[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 Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-109 – approving of an Ordinance to change the existing speed limit on Fourth Street from Pennsylvania Avenue to Murphy Boulevard from 35 to 25 mph.

MEETING DATE
February 4, 2019

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works David Hertzberg; Director of Finance Leslie Haase; City Attorney Peter C. Edwards; City Manager Samuel L. Anselm

SUMMARY
This Council Bill approves an Ordinance to change the existing speed limit on Fourth Street from Pennsylvania Avenue to Murphy Boulevard from 35 to 25 mph.

BACKGROUND
The City of Joplin negotiated an agreement with Kansas City Southern to improve the crossing at 4th & Murphy Avenue. The cost was minimized by using concrete panels salvaged from the old 20th Street crossing removed with the overpass project. The cost share agreement was approved by Council on January 30, 2017 with the City responsible for half of the actual cost performed by the railroad. This work was estimated at $150,000 with City share being $75,000. Actual costs for work was $68,000 with the City share being $34,000. The City was responsible for the entire cost of work on the roadway adjacent to the tracks, which was performed by City and contractor totaled $25,000. Total cost for the City was estimated at $104,000 with actual cost of $59,000.

It was determined an additional goal of the project was to improve the longevity and sustainability of the new infrastructure. A solution identified by Engineering staff, working with the Railroad recommended reducing the impact on the rails and crossing. This impact force will be greatly reduced by reducing the speed limit to 25 mph. The road is heavily used by trucks coming down a hill with a slope of -6% bottoming out at the tracks. There is currently a 25 mph advisory speed plaque posted and this ordinance change codifies that as the permanent speed limit. The Traffic Commission on January 10, 2019 approved a recommendation of the Traffic Engineering staff and Joplin Police Department to the Joplin City Council for the reduced speed zone.

RECOMMENDATION
The Traffic Commission approved a motion to forward the reduced speed limit recommendation to City Council for an Ordinance to change the existing speed limit on Fourth Street from Pennsylvania Avenue to Murphy Boulevard from 35 to 25 mph. Approval of ordinance is requested on an emergency basis within the meaning of Section 2.12(1) in that said ordinance is providing for public safety as provided by the Home Rule Charter for the City of Joplin.

ATTACHMENTS
CB2019-109 Ordinance; Current Sections of Code being amended; Location Map

Current Speed Limits

Sec. 114-822. – Specific speed limits.

Street	Extent	Speed
Fourth Street	Pennsylvania to Range Line	35
	Schifferdecker to Gray	35

Code 1977, § 39-472; Ord. No. 96-027 , § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02 ; Ord. No. 2006-229, § 1, 12-18-06 ; Ord. No. 2013-186, § 1, 8-19-13 ; Ord. No. 2016-085 , § 1, 6-6-16; Ord. No. 2016-086 , § 1, 6-6-16; Ord. No. 2016-113 , § 1, 8-1-2016)

Proposed Speed Limits

Sec. 114-822. – Specific speed limits.

Street	Extent	Speed
Fourth Street	Murphy Boulevard to Range Line	35
	Schifferdecker to Gray	35

Code 1977, § 39-472; Ord. No. 96-027 , § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02 ; Ord. No. 2006-229, § 1, 12-18-06 ; Ord. No. 2013-186, § 1, 8-19-13 ; Ord. No. 2016-085 , § 1, 6-6-16; Ord. No. 2016-086 , § 1, 6-6-16; Ord. No. 2016-113 , § 1, 8-1-2016)



Date: 1/25/2019

1 " = 376 '

0 0.035 0.07 0.14 mi

N

Joplin City Limits

Jasper Parcels

Newton Parcels

Joplin Streets

Airport

Red: Band_1

Green: Band_2

Blue: Band_3

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.

COUNCIL BILL NO. 2019-109 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinance of the City of Joplin, Missouri to amend the speed limit on Fourth Street from Pennsylvania Avenue to Murphy Boulevard from 35 to 25 mph; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the portion of Section 114-822, Specific Speed Limits, which reads "Fourth Street Pennsylvania to Range Line" be amended to read as follows:

Street	Extent	Speed
Fourth Street	Murphy Boulevard to Range Line	35

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

Section 3. That the City hereby declares that this Ordinance dealing with immediate preservation of the public peace, property, health, safety or morals, is considered an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinances amends existing speed limits pursuant to traffic studies.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019 - 110 authorizing and approving a design agreement and work authorization between the City of Joplin and Anderson Engineering for professional engineering consulting services for the East 15th street extension.

MEETING DATE
February 4, 2019

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Agreement; Work Authorization; Location Map; CB2019- 110 Ordinance

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a design agreement and work authorization with Anderson Engineering, in the not to exceed amount of Two Hundred Fifteen Thousand Five Hundred and 00/100 dollars (215,500.00), for professional engineering consultant services for the East 15th street extension project.

BACKGROUND
On January 10, 2005 the City Council adopted the 1717 Market Place Tax Increment Financial Plan (the "Redevelopment Plan") by Ordinance No. 2005-006. The development in this TIF is mostly complete with the exception of one notable development that remains incomplete. The 15th street improvements to City street specifications have not been built and dedicated to the City as contemplated by the Redevelopment plan. On February 5, 2018 council determined that the City should assume the project management role in the completion of this work and therefore City staff prepared an amendment to the Redevelopment Plan to increase the budget for the project in an amount sufficient to cover its projected costs. This amendment was brought before council and passed by council on May 21, 2018.

On September 30, 2018 following City procurement policy, the City of Joplin issued a Request for Qualifications for consultants to provide professional services for the City of Joplin East 15th street extension. City staff received qualifications from four engineering firms on October 10, 2018 which include professional survey, design, geotechnical and project management work related to the project. In accordance with Missouri law RSMo 8.285-8.291 City staff performed a Qualifications Based Selection (QBS) process, and of the four submitted qualifications, Anderson Engineering was selected following the state mandated QBS procurement process.

FUNDING SOURCE

This council bill amends the infrastructure budget in the amount of $215,500.00 to pay for this contract. The infrastructure fund will be reimbursed from the 1717 Marketplace TIF proceeds following the final payment to the developer.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-110 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.


15th Street Extension
E 15TH ST
S RANGE LINE RD

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **ANDERSON ENGINEERING, INC.** Address: **811 E. 3RD STREET, JOPLIN, MO 64801**	
Attention: **DAVID HERTZBERG, P.E.**		Attention: **JASON ECKHART, P.E.**	
Department: **PUBLIC WORKS DIRECTOR**		Phone: **(417) 782-7399**	Fax: **(417) 782-7398**
Phone: **(417) 624-0820**	Fax: **(417) 625-4738**		

WORK AUTHORIZATION NUMBER AND - 15th ST Ext – 001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _____ exceed the sum of **Two Hundred Fifteen Thousand Five Hundred and no/100** Dollars (**$215,500.00**).

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, 2019, 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 Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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: ANDERSON ENGINEERING, INC.

By: Jason Eckhart

Printed Name: JASON ECKHART

Title: PRESIDENT

Date: 1/25/19

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

EXHIBIT "A"

SOUTH RANGE LINE ROAD AND 15TH STREET
FEES FOR WORK AUTHORIZATION

	TOTAL AMOUNT
Part 1 – Basic Services	
A1.01 thru A1.06	$122,500
A1.07	$4,500
A1.08	$65,000
SUBTOTAL – PART 1	**$192,500**
Part 2 – Additional Services	
Construction Staking	$12,000
Materials Testing	$11,000
SUBTOTAL – PART 2	**$23,000**
TOTAL AMOUNT – PART 1 AND 2	**$215,500**

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: ANDERSON ENGINEERING, INC. Address: 811 E. 3RD STREET, JOPLIN, MISSOURI 64801	
Attention: DAVID HERTZBERG, P.E.		Attention: JASON ECKHART, P.E.	
Department: PUBLIC WORKS DIRECTOR		Phone: (417) 782-7399	Fax: (417) 782-7398
Phone: (417) 624-0820	Fax: (417) 625-4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20 19 , by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

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

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

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

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

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

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

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

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

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

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

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

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

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

ANDERSON ENGINEEERING, INC.

By: _____

Printed Name: JASON ECKHART

Title: PRESIDENT

Date: JANUARY 25, 2019

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

Project Name/Description: South Range Line Rd. & 15th Street
Consultant: Anderson Engineering, Inc., Joplin, MO

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. Inspections and Tests:

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. Change Proposals and Claims:

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

B2.01 *Construction Staking*

B. Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

1. Centerline Grade: Check existing pavement elevations against the plan finished grade elevations on 50-foot stations for the length of the project prior to the Contractor starting construction.

2. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100-foot intervals.

3. Stake Curb and Gutter: Set offset stakes for construction of concrete curb and

gutter. Stakes shall be set at 25-foot horizontal intervals and at bends, radius points and other curve elements, as required. Stakes shall indicate cut/fill to top/back of curb.

4. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk along each side of 15th Street, as per plans. Stakes shall be set at 25-foot horizontal intervals and at bends, radius point and other curve elements, as required. Stakes shall indicate cut/fill to finish grade.

5. Provide as-built locations for record drawings.

6. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in Exhibit A.

C2.01 *Materials Testing*

C. Anderson Engineering shall perform the following materials testing services as required by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Site Work

1. Subgrade Evaluation – 4 Trips
2. Compaction testing of Subgrade (Roadway) – 3 Trips
3. Compaction testing of Fill and Backfill (Roadway) – 9 Trips
4. Compaction testing of Base Rock (Roadway) – 3 Trips
5. Sample Pick-up – 3 Trips

Concrete

6. Concrete Pavement – 4 Trips
7. Miscellaneous Concrete (Sidewalks, Curbs, Etc.) – 6 Trips
8. Cylinder Pick-up – 10 Trips

Asphalt

9. Field Density Testing – 2 Trips
10. Asphalt Sampling – 2 Trips

Items of Work – (Materials Testing and Reporting)

- Concrete Compression Test – 50 cylinders
- Moisture-Density Relationship (Proctor) – 4 each
- Field Density (Compaction Test) – 80 each
- Atterberg Limits (soil) – 3 each
- Asphalt Extraction and Gradation – 4 each
- Grain Size and Classification – 3 each
- Clerical – 10 each
- Support Vehicle Mileage – 46 trips
- Engineer (Reporting & Supervision) – 5 hours
- Lab Manager – 5 hours @ $97/hr.

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

EXHIBIT "A"

SOUTH RANGE LINE ROAD AND 15TH STREET
FEES FOR WORK AUTHORIZATION

PROJECT		Total Amount
Part 1 – Basic Services A1.01 thru A1.06 A1.07 A1.08		 $122,500 $4,500 $65,000
TOTAL – PART 1		**$192,500**
Part 2 – Additional Services Construction Staking Materials Testing		 $12,000 $11,000
TOTAL – PART 2		**$23,000**

FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 01/01/2019 thru 12/31/2019
NEIL S. BRADY, P.E., CEO

PERSONNEL (HOURLY RATES):

PRINCIPAL	$200.00	ONE MAN SURVEY CREW	$114.00
PROGRAM MANAGER	$180.00	TWO MAN SURVEY CREW	$145.00
PROJECT MANAGER	$162.50	THREE MAN SURVEY CREW	$192.50
PROJECT ENGINEER	$145.00	FOUR MAN SURVEY CREW	$240.00
ASSOCIATE ENGINEER	$122.00	LANDSCAPE ARCHITECT	$112.00
DESIGN ENGINEER	$97.50	GIS DIRECTOR	$150.00
PROJECT DESIGNER	$128.50	GIS MANAGER	$112.00
SENIOR DESIGNER	$115.00	GIS ANALYST	$98.50
DESIGNER III	$104.00	GIS SPECIALIST	$85.00
DESIGNER II	$93.50	GIS TECHNICIAN	$78.50
DESIGNER	$84.00	IBC FIRESTOP INSPECTOR	$94.50
PROJECT COORDINATOR	$92.50	DRILLING COORDINATOR	$128.50
SURVEY MANAGER	$154.00	PROJECT REPRESENTATIVE III	$97.00
PROJECT SURVEYOR	$113.00	PROJECT REPRESENTATIVE II	$82.00
ASSOCIATE SURVEYOR	$101.50	PROJECT REPRESENTATIVE I	$70.00
TECHNICIAN IV – SURVEY/LAB SPECIALIST	$97.00	STRUCTURAL STEEL INSPECTOR	$74.00
TECHNICIAN III – SURVEY/SENIOR LAB	$79.00	AWS CERTIFIED WELD INSPECTOR	$74.00
TECHNICIAN IIs – SURVEY	$66.00	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN II – LAB	$57.00	PARTICLE & DYE TESTING - LEVEL II	$91.50
TECHNICIAN I – SURVEY/LAB AIDE	$47.50	ADMINISTRATIVE ASSISTANT	$48.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.64/MILE	GPS	$278/DAY
VEHICLE (SUBURBAN & 1 TON+)	$0.70/MILE	ROBOTIC TOTAL STATION	$257.50/DAY
WATER TRUCK	$77/DAY + $0.70/MILE	DRONE	$410/DAY
LASER SCANNING	$410/DAY	COPIES	$0.10/EACH
MOBILE LIDAR	$1000/MILE ($5,000 MIN)	PRINTING PLANS	$0.51/SF + TECH TIME

REIMBURSABLES:
(COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES:
APPLY TO MEETING AND TRAVEL TIME.

DEPOSITION OR COURT TESTIMONY:
1.5 TIMES THE HOURLY RATE.

MINIMUM CHARGE:
2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICKUP.

HAZARDOUS OPERATION CHARGE:
FOR LEVEL C: 1 1/2 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + $ 8.75/EA.
CONE PENETROMETER	BASIC CHARGES + $ 16.50/EA.
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + $273.00/EA.
DYNAMIC CONE PENETROMETER	BASIC CHARGES + $27.25/EA.
CORING EQUIPMENT CHARGES	BASIC CHARGES + $109.00/DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 138.50
L.A. ABRASION, LARGE AGG. (C535)	$ 169.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$ 233.00
10-CYCLE	$ 324.50
20-CYCLE	$ 457.75
SIEVE ANALYSIS, DRY AGG (C136)	$ 57.50
SIEVE ANALYSIS (C117)	$ 70.00
SIEVE ANALYSIS (C117, C136)	$ 86.00
SPECIFIC GRAVITY, FINE AGG (C128)	$ 63.25
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 63.25
LIGHTWEIGHT PIECES IN AGG (C123)	$ 98.00
ORGANIC IMPURITIES (C40)	$ 57.50
FLAT & ELONGATED PIECES (D4791)	$ 86.00
DELETERIOUS MATLS (MODOT TM71)	$ 75.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 92.50
DRY RODDED UNIT WEIGHT (C29)	$ 41.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 28.75
COMPRESSIVE STRENGTH, 6" BLOCK	$ 35.00
COMPRESSIVE STRENGTH, 8" BLOCK	$ 48.25
COMPRESSIVE STRENGTH, 12" BLOCK	$ 80.50
COMPRESSIVE STRENGTH, MORT/GR CUBE	$ 13.90
GROUT PRISM	$ 13.90
MORTAR CYLINDER (2" X 4")	$ 13.90
ABSORPTION, MASONRY BLOCK	$ 46.25
LINEAR SHRINKAGE (SET OF 3)	$ 347.25

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 63.25
SWELL TEST, 1/16 TSF (D4546)	$ 169.00
SWELL PRESSURE (D4546)	$ 319.00
SHRINKAGE LIMIT (D4943)	$ 63.25
MOISTURE CONTENT (C2216)	$ 6.75
SIEVE + HYDROMETER	$ 156.00
HYDROMETER ONLY (D422)	$ 86.00
USCS CLASSIFICATION	$ 29.75
PERCENT PASSING #200	$ 46.25
SPECIFIC GRAVITY (D854)	$ 80.75
UNCONFINED COMPRESSION	$ 55.50
UNCONFINED/TRIAXIAL, REMOLDED	$ 86.00
TRIAXIAL TEST, PP, CU w/PP	$ 337.50
ORGANIC MATTER (D2974-C)	$ 57.50
PENETROMETER	$ 5.15
SAMPLE PREP, PER HOUR	$ 55.50
SHELBY TUBE DENSITY	$ 35.00
RESISTIVITY	$ 173.50
PERMEABILITY, FALLING HEAD	$ 416.00
PERMEABILITY, FLEXIBLE WALL	$ 393.25
PERMEABILITY, CONSOLIDATION TEST	$ 173.50
CONSOLIDATION TEST, TO 8 TSF	$ 440.25
CONSOLIDATION TEST, > 8 TSF	$ 57.50
CALIFORNIA BEARING RATIO, LAB, /PNT	$ 115.50
pH	$ 57.50

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 104.25
ASPHALT CONTENT & AGG. GRADATION	$ 173.50
SEIVE ANALYSIS EXTRACTION	$ 86.00
MARSHALL TEST, FIELD – 3 PUCKS	$ 86.00
MARSHALL TEST, LAB – 3 PUCKS	$ 127.75
RETAINED STABILITY	$ 196.50
ASPHALT CORE DENSITY, EACH	$ 28.75
THEORETICAL MAX. DENSITY	$ 138.50

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$ 47.75
THICKNESS (AASHTO T148 /ASTM C174)	$ 27.25

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 167.00
STD. PROCTOR (D698), MTH C	$ 196.50
STD. PROCTOR (D698), 1 POINT	$ 59.00
MOD. PROCTOR (D1557), MTH A & B	$ 203.00
MOD. PROCTOR (D1557), MTH C	$ 274.25
MOD. PROCTOR (D1557), 1 POINT	$ 65.25
RELATIVE DENSITY	$ 417.25

CONCRETE TESTING	
4" X 8" OR 6" X 12" TEST MOLD	$ 2.25
6" X 12" CYLINDER, TESTED & MOLD	$ 16.50
6" X 12" CYLINDER, EXTRA & MOLD	$ 11.75
4" X 8" CYLINDER, TESTED & MOLD	$ 11.75
4" X 8" CYLINDER, EXTRA & MOLD	$ 7.75
SAW CONCRETE CYLINDER	$ 28.25
BEAM FLEXURAL STRENGTH	$ 40.00
CONCRETE BEAM, NOT TESTED	$ 22.50

COUNCIL BILL NO. 2019-110 ORDINANCE NO.

AN ORDINANCE approving a design agreement and Work Authorization with Anderson Engineering in the not to exceed amount of Two Hundred Fifteen Thousand Five Hundred and 00/100 Dollars ($215,500.00) for professional engineering services associated with the 15th street extension project; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause.

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

Section 1. That the Work Authorization AND - 15th ST Ext - 001 in the not to exceed amount of Two Hundred Fifteen Thousand Five Hundred and 00/100 Dollars ($215,500.00) for professional engineering services associated with the 15th street expansion project, in the City of Joplin, Jasper County, 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 or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 3. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of Two Hundred Fifteen Thousand Five Hundred Dollars and No Cents ($215,500.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon the final approval and acceptance of the consultant'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 consultant shall be paid out of the Infrastructure Improvement Fund.

Section 6. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

Council Bill 2019-110

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-500 – Approving a request to grant a 2% wage increase to various council employees on their anniversary date.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-500 Ordinance; Exhibit "A" Council Employee Raise

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a wage adjustment for the City Attorney, City Clerk, Municipal Judge and Public Defender as Council employees on their anniversary dates to correspond with the step increase granted for city employees.

BACKGROUND
In July, council adopted a new step pay plan for city employees effective in August. The new pay plan includes 2% between steps. For fiscal year 2019, eligible city employees are receiving the 2% step increase on their anniversary date.

Council employees are not included in the Salary Administration Plan. Wage increases for council employees are granted through a separate ordinance. As such, this ordinance approves a corresponding 2% wage increase for certain council employees on their anniversary dates as shown in Exhibit "A".

FUNDING SOURCE
The council employee raises are included in the FY 2019 general fund budget.

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

COUNCIL BILL NO. 2019-500 **ORDINANCE NO**.

AN ORDINANCE adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, desires to grant a wage increase of 2% for the City Attorney, City Clerk, Municipal Judge and the Public Defender on their anniversary dates to correspond with the step increase granted to city employees for fiscal year 2019; and,

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

Section 1. That the Annual Salary for the City Attorney, City Clerk, Municipal Judge and the Public Defender be increased as shown in Exhibit "A".

Section 2. That additional compensation to members of the Unclassified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 3. That this Ordinance, being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
14-Jan-19

POSITION	NAME	PERCENTAGE INCREASE	EFFECTIVE DATE
CITY ATTORNEY	EDWARDS, PETER	2.0%	18-Aug-19
CITY CLERK	GOLLHOFER, BARBARA	2.0%	3-Jan-19
MUNICIPAL JUDGE	PODLESKI, JOHN	2.0%	2-Oct-19
PUBLIC DEFENDER	BHEND, JON	2.0%	1-Jan-19

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-501 – Approving a budget amendment for FY 2018.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-501 Ordinance; Schedule "A" Budget Amendment Schedule

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amend Building Regulations, Municipal Court, City Facility Maintenance, and the Public Safety Training Center for various operational expenses in the amount of $92,400.
- Amend the general fund TIF Transfer in the amount of $75,000 and the flexible spending subsidy in the amount of $5,000.
- Amend the TST budget to increase the airport subsidy by $250,000 to cover grant match and operational costs.
- Amend the enterprise funds for the new accounting standard that requires the recognition of retirement and insurance implicit costs, which is reflected in the LAGERS retirement and OPEB expense adjustments.
- Amend operational expenses in the Golf Course in the amount of $24,000, as well as depreciation expense in the amount of $31,000.
- Amend operational expenses in the Sewer fund in the amount of $68,000, as well as depreciation expense in the amount of $806,000.
- Amend the cost of fuel in the central garage in the amount of $120,000 and depreciation expense by $3,000.
- Amend the general liability insurance fund in the amount of $510,000 to recognize the accrued estimated future claims.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $2,197,400.

RECOMMENDATION

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

COUNCIL BILL NO. 2019-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Two Million One Hundred Ninety-Seven Thousand Four Hundred Dollars and No Cents ($2,197,400.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
4-Feb-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Building Regulations	001-1506-570-1010	Regular Wages	$		4,100
	Building Regulations	001-1506-570-3115	Fuel, Oil & Diesel			700
	Building Regulations	001-1506-570-4210	Central Garage Repairs			2,200
	Municipal Court Admin	001-3001-500-1010	Regular Wages			14,800
	Municipal Court Admin	001-3001-500-1605	Health Insurance			8,000
	Municipal Court Admin	001-3001-500-1615	FICA Expense			3,200
	Municipal Court Admin	001-3001-500-1645	Dental Insurance			1,000
	Municipal Court Admin	001-3001-500-3205	Postage			500
	Municipal Court Admin	001-3001-500-6005	Travel Expenses			1,000
	Municipal Court Admin	001-3001-500-7005	Printing Services			500
	City Facility Maintenance	001-4502-520-1605	Health Insurance			4,000
	City Facility Maintenance	001-4502-520-1615	FICA Expense			1,000
	City Facility Maintenance	001-4502-520-2825	Safety Equipment			300
	City Facility Maintenance	001-4502-520-3005	Electric Charges			30,000
	City Facility Maintenance	001-4502-520-4210	Central Garage Repairs			2,100
	City Facility Maintenance	001-4502-520-8220	Operating Equipment			9,000
	Public Safety Training Ctr	001-6275-510-8005	Building Acquisitions			10,000
	Flexible Spending Transfer	001-9003-500-9065	Flexible Spending Subsidy			5,000
	TIF Transfer	001-9003-500-9805	TIF Transfer			75,000
	Total General Fund			$	-	172,400
140	TST Fund					
				$		-
	Airport Subsidy	140-9003-530-9040	Airport Subsidy			250,000
	Total TST Fund			$	-	250,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-1110	Part-Time/Seasonal Wages	$		17,000
	Golf Administration	410-6520-560-1625	LAGERS Retirement			22,000
	Golf Administration	410-6520-560-7125	Depreciation Expense			31,000
	Grounds Maintenance	410-6521-560-1210	Seasonal Wages			7,000
	Grounds Maintenance	410-6521-560-1625	LAGERS Retirement			36,000
	Total Golf Course Fund			$	-	113,000
415	Sanitary Sewer Fund					
				$		-
	Sewer Maintenance	415-4542-540-1210	Seasonal Wages			13,000
	Sewer Maintenance	415-4542-540-1625	LAGERS Retirement			68,000
	Sewer Maintenance	415-4542-540-1805	OPEB Expense			2,000
	Sewer Maintenance	415-4542-540-2050	Operational Expenses			12,000
	Sewer Maintenance	415-4542-540-4210	Central Garage Repairs			43,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			806,000
	Total Sewer Fund			$	-	944,000
505	Central Garage Fund					
	Central Garage	505-7870-500-1625	LAGERS Retirement	$		40,000

	Central Garage	505-7870-500-1805	OPEB Expense			1,000
	Central Garage	505-7870-500-4210	Central Garage Repairs			8,000
	Central Garage	505-7870-500-7125	Depreciation Expense			3,000
	Central Garage	505-4570-520-7220	Cost of Fuel Sales			120,000
	Total Central Garage Fund			$	-	172,000
515	General Liability Insurance Fund					
	Risk Mgmt Administration	515-7501-500-1605	Health Insurance Expense	$		5,000
	Risk Mgmt Administration	515-7501-500-1625	LAGERS Retirement			4,000
	Risk Mgmt Administration	515-7501-500-5305	Judgments & Claims			510,000
	Total General Liability Insurance Fund			$	-	519,000
520	Emergency Communications Fund					
	Radio Services	520-8503-510-1625	LAGERS Retirement	$		27,000
	Total Emergency Communications Fund			$	-	27,000
	Grand Total			$	-	2,197,400

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-502 – Approving a budget amendment for FY 2019.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-502 Ordinance; Schedule "A" Budget Amendment Schedule

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amend the police department budget in the amount of $5,000 to repair a damaged speed trailer. Revenue is being amended in the amount of $5,000 as this is a liability self-insurance covered claim.
- Amend the parks department budget in the amount of $6,000 to repair the damaged batting cage. Revenue is being amended in the amount of $6,000 as this is a liability self-insurance covered claim.
- Amend the street department budget in the amount of $6,500 to repair Fire Station #3 driveway. Revenue is being amended in the amount of $6,500 as this is a liability self-insurance covered claim.
- Amend the airport budget in the amount of $53,500. Of this amount $8,500 is to add the canopy for Boarding Bridge #2 for the new Chicago flight. The remaining $45,000 was from the 2018 budget year. It is for the first phase of the LED light conversion. At the end of the fiscal year, it was believed that the lights would be delivered prior to the end of the fiscal year. However, that deadline was not met and a purchase order wasn't rolled. Therefore, this amount needs to be amended.
- Amend the liability insurance fund in the amount of $17,500 to cover the above three self-insurance claims.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $17,500 and increases expenditures by $88,500.

RECOMMENDATION

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

COUNCIL BILL NO. 2019-502 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing revenues by the total amount of Seventeen Thousand Five Hundred Dollars and No Cents ($17,500.00) and by increasing appropriations by the total amount of Eighty-Eight Thousand Five Hundred Dollars and No Cents ($88,500.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
4-Feb-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-450-0604	Insurance Claim Settlement	$	5,000	
	Police Patrol	001-5502-510-8220	Operating Equipment			5,000
	Total General Fund			$	5,000	5,000
115	Parks Fund					
	Parks Fund	115-0000-450-0604	Insurance Claim Settlement	$	6,000	
	Stadium Maintenance	115-6530-560-8220	Operating Equipment			6,000
	Total Parks Fund			$	6,000	6,000
140	TST Fund					
	TST Fund	140-0000-450-0604	Insurance Claim Settlement	$	6,500	
	Street Maintenance	140-4520-530-4115	Other Property Repairs			6,500
	Total TST Fund			$	6,500	6,500
405	Airport Fund					
				$	-	
	Airport Operations	405-5004-520-8015	Facility Improvements			8,500
	Airport Operations	405-5004-520-8015	Facility Improvements			45,000
	Total Airport Fund			$	-	53,500
510	Liability Insurance Fund					
	Liability Insurance	510-7504-500-5305	Judgments & Claims			17,500
	Total Liability Insurance Fund			$	-	17,500
	Grand Total			$	17,500	88,500

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-503 – Approving a TIF Funding Agreement with Arapaho, LLC.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-503 Ordinance; Exhibit "A" Tax Increment Financing Funding Agreement

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

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

BACKGROUND
On January 10th, Arapaho, LLC. submitted a proposed Tax Increment Financing (TIF) Plan Application for a proposed development generally located southeast of 32nd and Rangeline. With the submission of this TIF application, the City will incur various expenses, such as postage, legal notices, legal costs, and consultant fees. This funding agreement merely requires the developer to make a deposit of $25,000.00 to cover any costs the City incurs in this process. It also makes provisions to allow the City to be able to bill the developer if the costs incurred are more than the amount of the deposit. The agreement also requires an additional payment of $5,000.00 to cover costs associated with city staff time.

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

FUNDING SOURCE
Not applicable.

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

COUNCIL BILL NO. 2019-503 **ORDINANCE NO**.

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

WHEREAS, Arapaho has filed a proposed Tax Increment Financing (TIF) Plan; and,

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

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by ARAPAHO LLC (the "Company") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

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

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

C. The Company is a Missouri limited liability company with offices at 12 Allen Road, Eldon, Missouri 65026.

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

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

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

AGREEMENT

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

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

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

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

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

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

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

4. Disbursement of Funds.

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

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

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

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

6. Termination.

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

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

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

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

To the City:

Community Development Department Director
City of Joplin
602 South Main Street
Joplin, MO 64801

With a copy to:

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

To the Company:

Arapaho LLC
Attn: Andy Prewitt
12 Allen Road
Eldon, MO 65026

With a copy to:

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

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

8. Miscellaneous.

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

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

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

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____
Its: City Manager

Attest:

By: _____
Its: City Clerk

ARAPAHO LLC

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 2019, before me, _____, a Notary Public in and for said State, personally appeared Sam Anselm, City Manager of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, _____ a notary public in and for the County and State aforesaid, appeared _____, a _____ of Arapaho LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of Arapaho LLC, and such person duly acknowledged the execution of the same to be the act and deed of Arapaho LLC.

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

_____
Notary Public

My Commission Expires:

_____

COUNCIL BILL NO. 2019-001 ORDINANCE NO.

AN ORDINANCE amending Chapter 82, Offenses and Miscellaneous Provisions, Article I, In General, by repealing Section 82-17, Misuse of the emergency telephone system; and enacting a new Section 82-17, Misuse of the emergency communications system.

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

WHEREAS, the Joplin Police Department has implemented a text to 911 system within its Emergency Communications Center; and

WHEREAS, Section 82-17, Misuse of the emergency telephone system, is limited to misuse of the emergency telephone system; and

WHEREAS, this amendment will make Section 82-17 applicable to misuse of the emergency communications system, including the emergency telephone and text systems.

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

Section 1. That Chapter 82, Offenses and Miscellaneous Provisions, Article I, In General, by repealing Section 82-17, Misuse of the emergency telephone system, and a new Section 82-17, Misuse of the emergency communications system, is enacted in lieu thereof, as follows:

“Sec. 82-17. - Misuse of the emergency communications system.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Emergency means any incident involving danger to life or property that calls for an emergency response dispatch of police, fire, EMS or other public safety organization.

Misuse of the emergency communications system means any act which improperly uses the emergency communications service, including but not limited to repeatedly calling or texting "911" for nonemergency situations, causing operators or equipment to be in use when emergency situations may need such operators or equipment.

Repeatedly means calling or texting the emergency communications service three or more times within a 30-day period.

(b) Misuse unlawful. It shall be unlawful for any person to misuse the emergency telephone service.

(c) Penalty for violation. Any person violating this section shall be punished upon conviction thereof as provided by section 1-5.

(Ord. No. 97-130, § 1, 8-18-97)

Cross reference— Emergency services, ch. 50."

Section 2. That the City hereby declares that this Ordinance, being an Ordinance dealing with the immediate preservation of the public peace, property, health, safety or morals within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance deals with abuse of the emergency communications system.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, 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 2019-001 – amending Chapter 82, Offenses and Miscellaneous Provisions, Article I, In General, by repealing Section 82-17, Misuse of the emergency telephone system; and enacting a new Section 82-17, Misuse of the emergency communications system.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2019-001 Ordinance

REVIEWED BY
Dept. Head: Chief Stewart; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
The Joplin Police Department has implemented a text to 911 system within its Emergency Communications Center. However, Section 82-17, Misuse of the emergency telephone system, is limited to misuse of the emergency telephone system. This amendment will make Section 82-17 applicable to misuse of the emergency communications system, including the emergency telephone and text systems.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with the immediate preservation of the public peace, property, health, safety or morals within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance deals with abuse of the emergency communications system.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-504 – Approving an increase in swimming pool admission fees.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-504 Ordinance

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

SUMMARY
This Council Bill approves an increase in swimming pool admission fees as was presented in the financial sustainability report.

BACKGROUND
The City has not raised pool fees in six seasons, since Schifferdecker Aquatic Center was opened in 2013. In 2017, the pools operated at a loss of approximately $245,000. As a result, staff recommended increasing the pool admission fees as an option in the financial sustainability report and received informal approval from council to proceed. Staff also reviewed the pool admission fees at Pittsburg, Miami, Lamar, and St. Joseph. The comparison indicates the City can adjust the admission fees to help recover more of the operational costs of the pools, while remaining accessible to the community and competitive with surrounding pools.

This council bill increases the swimming pool admission fees as follows:

- Ewert-Children from $2.50 to $3.00 and Adults from $3.50 to $4.00
- Cunningham-Children from $3.00 to $4.00 and Adults from $4.00 to $5.00
- Schifferdecker-Children from $4.00 to $5.00 and Adults from $5.00 to $6.00

The effective date of this fee change will be April 1st in order to prepare for the upcoming swimming season.

FUNDING SOURCE
The increase in revenue is included in the swimming pool revenue line in the adopted fiscal year 2019 budget.

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

COUNCIL BILL NO. 2019-504 ORDINANCE NO.

AN ORDINANCE amending Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-152, Admission Fee, to implement fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City increased the Swimming Pool Fees on January 1, 2013 as set forth in Ordinance 2013-074; and,

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

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

Section 1. That Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, be amended in Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 86-152. Admission Fee.

(a) The pool admission fee for Schifferdecker Family Aquatic Center shall be $6.00 for adults over 15 years of age, and $5.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(b) The admission fee for Ewert Family Aquatic Center shall be $4.00 for adults over 15 years of age, and $3.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(c) The admission fee for Cunningham Family Aquatic Center shall be $5.00 for adults over 15 years of age, and $4.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

…"

Section 2. That this ordinance shall become effective on April 1, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2019.

_____
Gary L. Shaw, 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 2019-505 – Approving a classification change for Mechanical specialty contractor.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-505 Ordinance

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a change in classifications to add the category for a Mechanical contractor specialty.

BACKGROUND
During recent review training for Business Licenses, staff discovered that the Building Code, Chapter 26, requires a specialty contractor's license for Electrical, Mechanical, and Plumbing specialties. However, the Business License chapter only references Electrical and Plumbing. The mechanical licenses were being issued under the plumbing classification.

In order to ensure the building code and the business license code match, this ordinance change simply creates the license classification for Master, Journeyman, and Apprentice Mechanical in the same format as Electrical and Plumber. The fee for the first master license per year is $150.00, while the renewal fee is $100.00. The fee for the first journeyman license per year is $25.00, while the renewal fee is $15.00. The apprentice fee is $5.00 per year.

FUNDING SOURCE
Not applicable.

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

COUNCIL BILL NO. 2019-505 ORDINANCE NO.

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

WHEREAS, the City desires to specify a classification code for Mechanical Master, Journeyman, and Apprentice the same as the classification required for Electricians and Plumbers.

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

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

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

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

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

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

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated ……100.00

Ambulance Services or Companies, ……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00
C) Dancehall ……100.00
Per Month……..10.00

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

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

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

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

Artist, per year ……30.00

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

Auctioneer ……150.00

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

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

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

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

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

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00
$20,001-$50,000……..200.00
$50,001-$100,000……300.00

$100,001-$200,000……..400.00
$200,001 and Up……..500.00

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

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

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

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

Brokers and Brokerage Companies …….100.00

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

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

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

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

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

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

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

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

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

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

Cold Storage Warehouse & Locker Plants ……100.00

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

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

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

Employment Agency ……...100.00

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

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

Fortunetelling ……50.00

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

Health Permit
- Low Priority ……..…..110.00
- Medium Priority ……..220.00
- High Priority ……330.00
- Change of Ownership Inspection ……..40.00
- New Construction/Remodel Inspection ……...125.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…125.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……300.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

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

House Mover ……..50.00

Ice Cream Stand ……50.00

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

Insurance Adjusters & Claim Agents or Agencies ……175.00

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

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

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

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

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

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

Laundry, Self-Service ……..50.00

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

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

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

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

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

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

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

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

Messenger Service ……100.00

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

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

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

Nursing, Convalescent or Old-Age Homes ……30.00

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

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

Parcel Delivery or Express Company

A) For 1 Vehicle ……..30.00
B) Each Additional Vehicle ……10.00

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

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

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

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

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

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

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

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

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad

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

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

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

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

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

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

Septic Tank Cleaning ……..75.00

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

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

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

Sign Makers and Sign Painters ……75.00

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

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

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

Stockyard ……500.00

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

Street Stand, Temporary in nature, Special Events Only

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

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

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

Tattoo Parlor's, per year ……125.00

A) Plus, per operator ……25.00

Taxicab Business

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

Taxicab Drivers

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

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

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

Towel Supply Company ……..50.00

Transfer & Moving Van Companies

A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00

Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

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

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

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

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

Section 2. That this ordinance shall become effective on April 1, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-601 ORDINANCE NO.

AN ORDINANCE approving various job description changes for the CVB Department.

WHEREAS, the City of Joplin desires to reorganize the CVB Department by changing various job descriptions, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board and having received the favorable recommendation thereof.

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

Section 1. That various job titles be changed as shown on Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That various job descriptions within the CVB Department be revised and updated as shown on Exhibit "C" revised job descriptions of the City of Joplin attached hereto.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____day of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVE AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
CVB RECLASSIFICATION IMPACT
AS OF JANUARY 11, 2019
SCHEDULE "1"

CVB Director (Range 350-no change):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	59,649	59,649	-
AUTO ALLOWANCE	2,407	2,407	-
CELL PHONE ALLOWANCE	626	626	-
LONGEVITY	596	596	-
DEFERRED COMP-ICMA	1,504	1,504	-
DISABILITY INSURANCE	194	194	-
MEDICARE	832	832	-
SOCIAL SECURITY	3,556	3,556	-
FAMILY HEALTH INSURANCE	12,296	12,296	-
LIFE INSURANCE	127	127	-
LAGERS RETIREMENT	8,036	8,036	-
WORKER'S COMPENSATION	108	108	-
TOTAL ANNUAL IMPACT	89,931	89,931	-

CVB Senior Clerk/Tourism (Range 130-no change):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	27,619	27,619	-
LONGEVITY	301	301	-
DISABILITY INSURANCE	91	91	-
MEDICARE	385	385	-
SOCIAL SECURITY	1,646	1,646	-
SINGLE HEALTH INSURANCE	5,912	5,912	-
LIFE INSURANCE	59	59	-
LAGERS RETIREMENT	3,546	3,546	-
WORKER'S COMPENSATION	48	48	-
TOTAL ANNUAL IMPACT	39,607	39,607	-

Asst CVB Director(Range 210-no change):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	42,846	42,846	-
CELL PHONE ALLOWANCE	626	626	-
LONGEVITY	323	323	-
DEFERRED COMP-ICMA	1,504	1,504	-
FAMILY DENTAL INSURANCE	595	595	-
DISABILITY INSURANCE	140	140	-
MEDICARE	539	539	-
SOCIAL SECURITY	2,304	2,304	-
FAMILY HEALTH INSURANCE	12,296	12,296	-
LIFE INSURANCE	92	92	-
LAGERS RETIREMENT	5,562	5,562	-
WORKER'S COMPENSATION	74	74	-
TOTAL ANNUAL IMPACT	66,901	66,901	-

Note: No budget amendment required.

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR CVB

Exhibit C

TITLE: DIRECTOR

DEPARTMENT: CONVENTION & VISITORS BUREAU

DESCRIPTION: Under general direction, responsible for all management and operating functions of the Joplin Convention & Visitors Bureau (JCVB) for the promotion/marketing the City of Joplin as a tourism destination.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Keen knowledge, interest and ability to sell Joplin as a tourism destination.
- Ability to travel.
- Effective oral and written communication skills.
- Good negotiation skills.
- Attendance and dependability.
- Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Overseeing the day-to-day operations and administration of JCVB, and its programs and policies.
- Organizing, coordinating, and implementing the day-to-day activities involved in the promotion of Joplin and its tourism industry.
- Overseeing and implementing sales and marketing plans.
- Developing and implementing programs to promote the Joplin region as a tourism destination.
- Representing JCVB in support of local festivals, events, attractions, facilities, and community organizations.
- Representing JCVB with regional tourism stakeholders, chamber leaders and elected officials.
- Developing, implementing and monitoring the annual JCVB budget.
- Developing, coordinating and implementing financial strategies and programs that maintain the fiscal integrity of JCVB.
- Reviewing expenditures and keeping the Advisory Board and City advised of financial matters.
- Supervising the JCVB staff and their assigned duties, and professional growth.
- Developing individual, team and accountability goals for staff.
- Serves on appropriate community committees and boards promoting the mission of JCVB.
- Managing external communication to obtain maximum publicity of programs and accomplishments.
- Establishing and maintaining positive relationships with Joplin City Council.
- Performing other duties and responsibilities as assigned by the City of Joplin.
- Team leader of VisitJoplinMO experience.

- Manages a work environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with hospitality industry owners/managers, City of Joplin management staff, and the public.
- Ability to interact positively with the pubic, clients and tourism stakeholders.

MATHEMATICAL ABILITY

- Knowledge of basic match and bookkeeping procedures.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of tourism/event facilities, including hotels, motels and restaurants, available in the City of Joplin.
- Knowledge of tourism/event marketing strategies and techniques, including material development and distribution.
- Knowledge of office management principles and practices, including employee training and supervision.
- Knowledge of project management techniques and procedures.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job-related equipment such as computers, typewriters, FAX machines, copiers, telephones, web-based search engines, and social media platforms.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Skill in planning, organizing, and implementing an effective marketing/promotional strategy to increase tourism activity in the City of Joplin.
- Skill in planning, coordinating, assigning, and reviewing/evaluating the work of subordinate staff.
- Skill in developing effective marketing/advertising materials for use in promoting tourism and visitor activity.
- Skill in making informational/marketing presentations targeting a variety of visitor/tourist populations.

GENERAL QUALIFICATIONS:

- A Bachelor's degree in Business Administration, Marketing, Hotel/Restaurant Management, or closely related area and experience equivalent to two years full time supervisory/managerial work in the hospitality industry.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
ASST. DIRECTOR CVB / DIRECTOR OF SALES/CVB

Exhibit C

TITLE: ASSISTANT DIR. / DIRECTOR OF SALES

DEPARTMENT: CONVENTION & VISITORS BUREAU

DESCRIPTION: Under general direction, manages a program to promote, market and sell the conference and meeting space, and tourism opportunities within the region supported by the Joplin Convention & Visitors Bureau (JCVB) of the City of Joplin.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Keen knowledge, interest and ability to sell Joplin as a tourism destination.
- Ability to travel.
- Effective oral and written communication skills.
- Good negotiation skills.
- Attendance and dependability.
- Must maintain confidentiality.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Responsible for promoting and selling the Joplin region as a tourism destination to meeting professionals within the tourism industry.
- Maintains close working relationships with area hotels, meeting space, banquet centers and area attractions. Serves as liaison between clients and these facilities.
- Conducts quarterly meetings with area hotel sales professionals and attractions for updates on bureau sales activities.
- Assist director in establishing measurable annual sales goals for JCVB.
- Researches new group business by prospecting group web sites, convention/group databases, directories and other sources producing sales.
- Secures new tourism business for the region through research, direct mail, telephone and email solicitation, social media and direct sales calls.
- Prepares fiscal year convention and trade show schedule, with budget expectations.
- Coordinates/conducts meeting planner site inspections and bid presentations considering the Joplin region as a tourism destination.
- Attends industry tradeshows and marketplaces to generate tourism leads.
- Prepares customized bid packets and itineraries and makes bid presentations to clients.
- Develops and participates in JCVB "FAM" Familiarization Tours.
- Plans and participates in client site tours of regional meeting venues.
- Plans and participates in sales missions along with Joplin region hospitality partners.

- Provides sales activity and needs at weekly staff meetings.
- Maintains statistical data pertaining to conventions held and booked, and their regional economic impact.
- Maintains client activity in a database.
- Provides input to JCVB Director regarding advertising placement in convention industry publications.
- Oversees membership within convention industry organizations.
- Participates in industry events and represents the bureau at statewide events.
- Work a flexible schedule as necessary to include nights, weekends and holidays.
- Travel as required; some overnight.
- Maintains a working knowledge of the City of Joplin and the JCVB organizations.
- Performs other duties as directed by the CVB Director.
- May act as director in their absence.
- Team member of the VisitJoplin experience.
- Facilitates a work environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to read and interpret documents such as procedure manuals.
- Ability to write reports and correspondence.
- Ability to conduct meetings, make sales presentations and speak effectively while presenting information and responding to questions from, customers, civic leaders and the public.
- Effective oral and written communication skills required.
- Good negotiation skills.

MATHEMATICAL ABILITY

- Knowledge of basic match and bookkeeping procedures.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Good reasoning ability. Ability to apply common sense understanding to carry out furnished instructions in written and oral form.
- Aptitude to work with others, maintain heavy workloads and handle frequent interruptions.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job-related equipment such as computers, typewriters, FAX machines, copiers, telephones, web-based search engines, and social media platforms.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

GENERAL QUALIFICATIONS:

- Bachelor's Degree in a tourism or hospitality related discipline, business administration, or marketing, and two to five years related direct sales management experience and/or training; or equivalent combination of education and experience.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
SENIOR CLERK / TOURISM ADMINISTRATION

Exhibit C

TITLE: SENIOR CLERK / TOURISM ADMINISTRATION

DEPARTMENT: CONVENTION & VISITORS BUREAU

DESCRIPTION: Under general direction, is responsible for management of the general office-wide administrative and operational needs of the Joplin Convention & Visitors Bureau (JCVB) of the City of Joplin.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Keen knowledge, interest and ability to promote Joplin as a destination.
- Efficient oral and written communication skills.
- Attendance and dependability.
- Must maintain confidentiality.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Answers the telephone and properly directs calls as necessary.
- Distributes incoming mail.
- Greets guests into the bureau; answering their questions, encouraging them to visit Joplin attractions and events, and providing good customer service.
- Manages budget procurement items, check request and Purchase Orders.
- Maintains a neat and tidy visitor reception area.
- Assists Director with correspondence and other projects as needed.
- Conducts local tours when needed.
- Monitors the inventory of JCVB publications and other regional tourism brochures.
- Schedules and supervises all intern employees.
- Manages and procures for JCVB give-away and promotional item inventory.
- Enter Visitor Guide and other JCVB collateral orders in Inventory Module.
- Submit events to Missouri Life and Missouri Division of Tourism websites.
- Enters inquiry requests from voicemail, email leads list into JCVB database.
- Manages incoming Leads database; maintain, upload, and merge scans for duplicates – tracking for duplicates per source.
- Processes and mails first-class visitor packets daily, assists with regular mail and handles bound printed matter and bulk mailing.
- Team member of the VisitJoplinMO experience.
- Facilitates a work environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to read and interpret documents such as procedure manuals.
- Skill in establishing and maintaining effective working relationships with other City employees at all levels and the public; serve as an ambassador.

MATHEMATICAL ABILITY

- Knowledge of basic math and bookkeeping procedures.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of the staff and operating policies/procedures of the JCVB.
- Good reasoning ability. Ability to apply common sense understanding to carry out furnished instructions in written and oral form.
- Aptitude to work with others, maintain heavy workloads and handle frequent interruptions.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job-related equipment such as computers, typewriters, FAX machines, copiers, telephones, web-based search engines, and social media platforms.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of general office procedures, including filing systems, formats for various reports and correspondence, and the operation of standard office equipment/machines.
- Skill in operating standard office equipment/machines, including computers, FAX machines, copiers, calculators, and telephones.
- Skill in operating a keyboard to type correspondence and/or to enter information into various computerized data bases.
- Skill in preparing a variety of records, reports, and correspondence using MS Office applications.
- Skill in maintaining filing/records systems.
- Must be able to read and interpret policies and documents.

GENERAL QUALIFICATIONS:

- Graduation from high school or G.E.D. equivalent.
- Experience equivalent to two years full-time clerical support work, office management, or bookkeeping. Two or more years' experience in tourism or hospitality a plus.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE FEBRUARY 25, 2019
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$9.719 $20,216	$9.913 $20,620	$10.112 $21,032	$10.314 $21,453	$10.520 $21,882	$10.731 $22,320	$10.945 $22,766	$11.164 $23,221	$11.387 $23,686	$11.615 $24,159	$11.847 $24,643	$12.084 $25,135	$12.326 $25,638	$12.573 $26,151	$12.824 $26,674	$13.080 $27,207	$13.342 $27,752	$13.609 $28,307	$13.881 $28,873	$14.159 $29,450		
110	Custodian Laborer I Utility Worker WIC Certifier	$10.714 $22,285	$10.928 $22,731	$11.147 $23,185	$11.370 $23,649	$11.597 $24,122	$11.829 $24,605	$12.066 $25,097	$12.307 $25,599	$12.553 $26,111	$12.804 $26,633	$13.060 $27,165	$13.322 $27,709	$13.588 $28,263	$13.860 $28,828	$14.137 $29,405	$14.420 $29,993	$14.708 $30,593	$15.002 $31,205	$15.302 $31,829	$15.608 $32,465		
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$11.250 $23,400	$11.475 $23,868	$11.705 $24,345	$11.939 $24,832	$12.177 $25,329	$12.421 $25,835	$12.669 $26,352	$12.923 $26,879	$13.181 $27,417	$13.445 $27,965	$13.714 $28,524	$13.988 $29,095	$14.268 $29,677	$14.553 $30,270	$14.844 $30,876	$15.141 $31,493	$15.444 $32,123	$15.753 $32,766	$16.068 $33,421	$16.389 $34,089		
130	Automotive Service Worker Laborer II Recreation Leader Senior Clerk Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$11.812 $24,569	$12.048 $25,060	$12.289 $25,562	$12.535 $26,073	$12.786 $26,594	$13.041 $27,126	$13.302 $27,669	$13.568 $28,222	$13.840 $28,786	$14.116 $29,362	$14.399 $29,949	$14.687 $30,548	$14.980 $31,159	$15.280 $31,783	$15.586 $32,418	$15.897 $33,067	$16.215 $33,728	$16.540 $34,402	$16.870 $35,091	$17.208 $35,792		
140	Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Police Services Assistant Utility Locator	$12.402 $25,796	$12.650 $26,312	$12.903 $26,838	$13.161 $27,375	$13.424 $27,923	$13.693 $28,481	$13.967 $29,051	$14.246 $29,632	$14.531 $30,224	$14.822 $30,829	$15.118 $31,445	$15.420 $32,074	$15.729 $32,716	$16.043 $33,370	$16.364 $34,037	$16.691 $34,718	$17.025 $35,413	$17.366 $36,121	$17.713 $36,843	$18.067 $37,580		
150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$13.023 $27,088	$13.283 $27,630	$13.549 $28,182	$13.820 $28,746	$14.097 $29,321	$14.378 $29,907	$14.666 $30,505	$14.959 $31,115	$15.259 $31,738	$15.564 $32,372	$15.875 $33,020	$16.192 $33,680	$16.516 $34,354	$16.847 $35,041	$17.184 $35,742	$17.527 $36,457	$17.878 $37,186	$18.235 $37,930	$18.600 $38,688	$18.972 $39,462		
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Heavy Equipment Operator Human Resources Specialist Legal Specialist Public Safety Communications Operator Wastewater Plant Operator	$14.358 $29,865	$14.645 $30,462	$14.938 $31,071	$15.237 $31,693	$15.542 $32,326	$15.852 $32,973	$16.169 $33,632	$16.493 $34,305	$16.823 $34,991	$17.159 $35,691	$17.502 $36,405	$17.852 $37,133	$18.209 $37,876	$18.574 $38,633	$18.945 $39,406	$19.324 $40,194	$19.710 $40,998	$20.105 $41,818	$20.507 $42,654	$20.917 $43,507		
170	Assistant City Clerk Crime Analyst/Accreditation Coordinator (E) Engineering Technician Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Traffic Signal Technician Wastewater Laboratory Technician	$15.077 $31,360	$15.379 $31,987	$15.686 $32,627	$16.000 $33,280	$16.320 $33,945	$16.646 $34,624	$16.979 $35,317	$17.319 $36,023	$17.665 $36,743	$18.018 $37,478	$18.379 $38,228	$18.746 $38,992	$19.121 $39,772	$19.504 $40,568	$19.894 $41,379	$20.292 $42,207	$20.697 $43,051	$21.111 $43,912	$21.534 $44,790	$21.964 $45,686		

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Automotive Mechanic II	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Building Maintenance Technician	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Nutritionist I (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I (E)																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Golf Course Maintenance Supervisor (E)	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Building Maintenance Supervisor (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Chief Wastewater Plant Technician	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Communications Technician																						
	Asst CVB Dir/Director of Sales/CVB (E)																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
	Solid Waste & Stormwater Education Manager (E)																						
	Wastewater Plant Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Fleet Maintenance Supervisor (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Chief Building Official (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	* Assistant City Attorney (E)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E) Civil Engineer II (E) * CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E) * Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379

162	Firefighter Trainee	$10.2301	$10.4839	$10.7380	$10.9921	$11.2459	$11.5000	$11.7541	$12.0079	$12.2620	$12.5161	$12.7699	$13.0240	$13.2782	$13.5319	$13.7861	$14.0398	$14.2940	$14.5481	$14.8019	$15.0560		
		$29,790	$30,529	$31,269	$32,009	$32,748	$33,488	$34,228	$34,967	$35,707	$36,447	$37,186	$37,926	$38,666	$39,405	$40,145	$40,884	$41,624	$42,364	$43,103	$43,843		
172	Firefighter/EMT	$10.7679	$11.0361	$11.3029	$11.5701	$11.8379	$12.1051	$12.3719	$12.6401	$12.9069	$13.1741	$13.4420	$13.7091	$13.9770	$14.2442	$14.5110	$14.7788	$15.0460	$15.3128	$15.5810	$15.8479		
		$31,356	$32,137	$32,914	$33,692	$34,472	$35,250	$36,027	$36,808	$37,585	$38,363	$39,143	$39,921	$40,701	$41,479	$42,256	$43,036	$43,814	$44,591	$45,372	$46,149		
192	Fire Driver/Engineer	$11.9880	$12.2751	$12.5622	$12.8489	$13.1360	$13.4231	$13.7102	$13.9969	$14.2840	$14.5711	$14.8578	$15.1449	$15.4320	$15.7191	$16.0058	$16.2919	$16.5790	$16.8661	$17.1532	$17.4399		
		$34,909	$35,745	$36,581	$37,416	$38,252	$39,088	$39,924	$40,759	$41,595	$42,431	$43,266	$44,102	$44,938	$45,774	$46,609	$47,442	$48,278	$49,114	$49,950	$50,785		
312	Fire Captain	$14.4900	$14.8359	$15.1820	$15.5282	$15.8740	$16.2191	$16.5649	$16.9111	$17.2569	$17.6020	$17.9481	$18.2940	$18.6401	$18.9859	$19.3310	$19.6769	$20.0230	$20.3692	$20.7139	$21.0601	$21.4059	$21.7521
		$42,195	$43,202	$44,210	$45,218	$46,225	$47,230	$48,237	$49,245	$50,252	$51,257	$52,265	$53,272	$54,280	$55,287	$56,292	$57,299	$58,307	$59,315	$60,319	$61,327	$62,334	$63,342
342	Battalion Chief (E)	$24.447	$24.962	$25.476	$25.991	$26.505	$27.020	$27.534	$28.049	$28.563	$29.078	$29.592	$30.107	$30.621	$31.136	$31.650	$32.165	$32.679	$33.194	$33.708	$34.223	$34.737	$35.252
	Fire Marshal (E)	$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
	Fire Training Chief (E)																						
		$17.4619	$17.8300	$18.1971	$18.5649	$18.9320	$19.3001	$19.6669	$20.0350	$20.4021	$20.7699	$21.1370	$21.5052	$21.8719	$22.2400	$22.6071	$22.9749	$23.3420	$23.7102	$24.0769	$24.4451	$24.8122	$25.1799
		$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
362	Deputy Fire Chief (E)	$27.917	$28.465	$29.013	$29.561	$30.109	$30.657	$31.205	$31.753	$32.301	$32.849	$33.397	$33.945	$34.492	$35.040	$35.588	$36.136	$36.684	$37.232	$37.780	$38.328	$38.876	$39.424
		$58,067	$59,207	$60,347	$61,487	$62,627	$63,767	$64,906	$66,046	$67,186	$68,326	$69,466	$70,606	$71,743	$72,883	$74,023	$75,163	$76,303	$77,443	$78,582	$79,722	$80,862	$82,002
402	Fire Chief (E)	$35.011	$35.824	$36.637	$37.450	$38.263	$39.076	$39.889	$40.702	$41.515	$42.328	$43.141	$43.954	$44.767	$45.580	$46.392	$47.205	$48.018	$48.831	$49.644	$50.457	$51.270	$52.083
		$72,823	$74,514	$76,205	$77,896	$79,587	$81,278	$82,969	$84,660	$86,351	$88,042	$89,733	$91,424	$93,115	$94,806	$96,495	$98,186	$99,877	$101,568	$103,260	$104,951	$106,642	$108,333

166	Police Officer Trainee	$14.167	$14.536	$14.904	$15.272	$15.640	$16.008	$16.376	$16.744	$17.113	$17.481	$17.849	$18.217	$18.585	$18.953	$19.321	$19.690	$20.058	$20.426	$20.794	$21.162		
		$29,467	$30,235	$31,000	$31,766	$32,531	$33,297	$34,062	$34,828	$35,595	$36,360	$37,126	$37,891	$38,657	$39,422	$40,188	$40,955	$41,721	$42,486	$43,252	$44,017		
196	Police Officer	$16.668	$17.101	$17.534	$17.967	$18.400	$18.833	$19.266	$19.699	$20.132	$20.566	$20.999	$21.432	$21.865	$22.298	$22.731	$23.164	$23.597	$24.030	$24.464	$24.897		
		$34,669	$35,570	$36,471	$37,371	$38,272	$39,173	$40,073	$40,974	$41,875	$42,777	$43,678	$44,579	$45,479	$46,380	$47,280	$48,181	$49,082	$49,982	$50,885	$51,786		
206	Police Corporal	$17.959	$18.409	$18.858	$19.307	$19.757	$20.206	$20.655	$21.105	$21.554	$22.003	$22.453	$22.902	$23.351	$23.801	$24.250	$24.699	$25.149	$25.598	$26.047	$26.496		
		$37,355	$38,291	$39,225	$40,159	$41,095	$42,028	$42,962	$43,898	$44,832	$45,766	$46,702	$47,636	$48,570	$49,506	$50,440	$51,374	$52,310	$53,244	$54,178	$55,112		
316	Police Sergeant	$20.203	$20.691	$21.179	$21.667	$22.155	$22.643	$23.131	$23.619	$24.107	$24.596	$25.084	$25.572	$26.060	$26.548	$27.036	$27.524	$28.012	$28.500	$28.988	$29.476	$29.964	$30.452
		$42,022	$43,037	$44,052	$45,067	$46,082	$47,097	$48,112	$49,128	$50,143	$51,160	$52,175	$53,190	$54,205	$55,220	$56,235	$57,250	$58,265	$59,280	$60,295	$61,310	$62,325	$63,340
346	Police Captain (E)	$26.170	$26.779	$27.388	$27.997	$28.606	$29.214	$29.823	$30.432	$31.041	$31.649	$32.258	$32.867	$33.476	$34.085	$34.693	$35.302	$35.911	$36.520	$37.128	$37.737	$38.346	$38.955
		$54,434	$55,700	$56,967	$58,234	$59,500	$60,765	$62,032	$63,299	$64,565	$65,830	$67,097	$68,363	$69,630	$70,897	$72,161	$73,428	$74,695	$75,962	$77,226	$78,493	$79,760	$81,026
366	Assistant Police Chief (E)	$26.866	$27.526	$28.185	$28.844	$29.504	$30.163	$30.822	$31.482	$32.141	$32.800	$33.460	$34.119	$34.778	$35.438	$36.097	$36.756	$37.416	$38.075	$38.734	$39.394	$40.053	$40.712
		$55,881	$57,254	$58,625	$59,996	$61,368	$62,739	$64,110	$65,483	$66,853	$68,224	$69,597	$70,968	$72,338	$73,711	$75,082	$76,452	$77,825	$79,196	$80,567	$81,940	$83,310	$84,681
406	Police Chief (E)	$34.555	$35.389	$36.224	$37.059	$37.894	$38.728	$39.563	$40.398	$41.232	$42.067	$42.902	$43.736	$44.571	$45.406	$46.240	$47.075	$47.910	$48.744	$49.579	$50.414	$51.248	$52.083
		$71,874	$73,609	$75,346	$77,083	$78,820	$80,554	$82,291	$84,028	$85,763	$87,499	$89,236	$90,971	$92,708	$94,444	$96,179	$97,916	$99,653	$101,388	$103,124	$104,861	$106,596	$108,333

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-601 -approving the job description changes of CVB Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Human Resources Department

ATTACHMENTS
Council Bill No. 2019-601 Ordinance and Budget Amendment, Schedule A, Personnel Board meeting minutes, and supporting documents.

REVIEWED BY
Human Resources Department: David Allgood; CVB Department Head: Patrick Tuttle; Finance Department: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a change to the job description and title of Senior Clerk to Senior Clerk/ Tour Administration; Director of Sales to Assistant Director of CVB/Director of Sales. Job Description changes to CVB Director.

BACKGROUND
Changes to the CVB Director's job description are made to bring the description up to date and in line with actual job performance. A change was made in the education requirements as well.

Changes to the CVB Senior Clerk's job description were made to bring the description more in line with the actual job duties within the CVB, and not such a broad depiction of senior clerks throughout the COJ.

Changes to the CVB Director of Sales, is removing "conventions" from the duties and replacing it with "tourism" or "meeting":

- Responsible for promoting and selling the Joplin region as a convention (tourism) destination to meeting professionals within the tourism industry.
- Maintains close working relationships with area hotels, convention (meeting) space, banquet centers and area attractions. Serves as liaison between clients and these facilities.

Reason for change is currently in the City of Joplin there is no sizeable convention space to sell. CVB Department is re-focusing on the broader tourism, which is more in line with regional assets.

Assistant CVB Director is being added to this position to bring the position in line with other departments structure within the City. This was already a practice; being that the Director of Sales is a salaried employee in the department, and this position will can now officially fill in for the Director in their absence.

The job description has been updated to include experience in tourism and /Hospitality Management experience.

FUNDING SOURCE

There is no financial change with this council bill and is included in the fiscal year 2019 adopted budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2019-602 ORDINANCE NO.

AN ORDINANCE approving a budget amendment changing the allocations of salaries within the Human Resources and Risk Management Departments; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018.

WHEREAS, the City of Joplin desires to reallocate the salaries of the Human Resources Director and the Human Resources Assistant Director, due to the amount of time that each Director spends on worker's compensation claims; and,

WHEREAS, the Human Resources Director and the Human Resources Assistant Director allocated their time between specific job functions as follows: 40% worker's compensation claims, 40% general liability insurance, and 20% human resources;

WHEREAS, because of the time spent on the various job functions, it is appropriate to allocate their salaries proportionally from different city funds;

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board and having received the favorable recommendation thereof.

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

Section 1. That the salaries of the Human Resources Director and the Human Resources Assistant Director be reallocated so that each of the positions reflects their time spent on specific job functions, and 40% of their salaries should be paid from the worker's compensation fund, 40% from the general liability insurance fund, and 20% from the general fund.

Section 2. That Fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by reflecting these salary allocations to each fund.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____day of _____, 2019.

_____
Gary L. Shaw, 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 2019-602 - Approving a budget amendment changing the allocation of salaries within the Human Resources and Risk Management Departments and amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Human Resources and Risk Management Department

ATTACHMENTS
Council Bill No. 2019-602, Ordinance and Budget Amendment, Schedule A.

REVIEWED BY
Department Head of Human Resources: David Allgood; Finance Department: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
Changing the HR&RM director's and assistant HR director's salary allocations within the department to funds as noted on attached schedule "A" and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019.

This Council Bill approves a change to reallocation of the Human Resources and Risk Management director's salary from 100% from General Fund to: 40% WC Fund; 40% Liability Fund, and 20% General Fund, and to reallocate the salary for the assistant director of Human Resources from 100% General Fund to: 40% WC Fund; 40% Liability Fund and 20% General Fund.

BACKGROUND
The HR/RM department has evolved over the past ten years and the duties and responsibilities of the management team has changed to the point that a correction of proper salary allocation is needed to ensure salaries are being properly charged to the account for which the duties are being performed. Therefore, it is necessary to reallocate the salaries of the HR/RM director and the asst. HR director. This re-allocation was updated by HR/RM management staff and the city manager and the reallocation noted above and on schedule "A" is a correct allocation based upon the current duties and responsibilities of these positions.

FUNDING SOURCE
The fiscal year 2019 budget is being amended to reflect the reallocation of the Assistant HR Director and HR Director positions, as well as the personnel changes that have occurred in the HR Department since the adoption of the budget. The total overall budget impact is an increase of $601. However, the general fund budget is being decreased by $98,034, while the Worker's Comp budget is increasing by $58,975 and the Liability budget is increasing by $41,490 as a result of the position reallocations.

RECOMMENDATION

This recommendation has been reviewed and approved by the Personnel Board and city manager and it is recommended that this council bill be approved.

CITY OF JOPLIN
HUMAN RESOURCES RECLASSIFICATION IMPACT
AS OF JANUARY 11, 2019
SCHEDULE "1"

Senior Clerk (Range 130-change in personnel since budget adoption):

DESCRIPTION	BUDGET AMOUNT	ACTUAL AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	27,431	24,569	(2,862)
FAMILY DENTAL INSURANCE	595	595	-
DISABILITY INSURANCE	91	82	(9)
MEDICARE	314	356	42
SOCIAL SECURITY	1,342	1,523	181
FAMILY HEALTH INSURANCE	12,296	12,296	-
LIFE INSURANCE	59	53	(6)
LAGERS RETIREMENT	3,484	3,121	(363)
WORKER'S COMPENSATION	47	42	(5)
TOTAL ANNUAL IMPACT	45,659	42,637	(3,022)

Human Resources Assistant (Range 140-change in personnel since budget adoption):

DESCRIPTION	BUDGET AMOUNT	ACTUAL AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	27,326	32,074	4,748
SINGLE DENTAL INSURANCE	241	595	354
DISABILITY INSURANCE	90	106	16
MEDICARE	395	465	70
SOCIAL SECURITY	1,687	1,989	302
SINGLE HEALTH INSURANCE	5,912	12,296	6,384
LIFE INSURANCE	59	69	10
LAGERS RETIREMENT	3,470	4,073	603
WORKER'S COMPENSATION	46	54	8
TOTAL ANNUAL IMPACT	39,226	51,721	12,495

Human Resources Specialist (Range 160-change in personnel since budget adoption):

DESCRIPTION	BUDGET AMOUNT	ACTUAL AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	32,050	31,693	(357)
AUTO ALLOWANCE	1,204	-	(1,204)
CELL PHONE ALLOWANCE	626	-	(626)
FAMILY DENTAL INSURANCE	595	241	(354)
DISABILITY INSURANCE	105	104	(1)
MEDICARE	396	460	64
SOCIAL SECURITY	1,695	1,965	270
FAMILY HEALTH INSURANCE	12,296	5,912	(6,384)
LIFE INSURANCE	69	68	(1)
LAGERS RETIREMENT	4,303	4,025	(278)
WORKER'S COMPENSATION	58	57	(1)
TOTAL ANNUAL IMPACT	53,397	44,525	(8,872)

PROPOSED POSITIONS	TOTAL BUDGET AMOUNT	BUDGET FUND ALLOCATION	TOTAL ACTUAL AMOUNT	RECLASSIFICATION FUND ALLOCATION*	GENERAL FUND BUDGET CHANGE	WC FUND BUDGET CHANGE	LIABILITY FUND BUDGET CHANGE	TOTAL CHANGE
SENIOR CLERK	45,659	100%-GENERAL	42,637	100%-GENERAL	(3,022)	-	-	(3,022)
HUMAN RESOURCES ASST	39,226	100%-GENERAL	51,721	100%-GENERAL	12,495	-	-	12,495
HUMAN RESOURCES SPECIALIST	53,397	50%-WC; 50%-LIABILITY	44,525	100%-GENERAL	44,525	(26,699)	(26,698)	(8,872)
ASSISTANT HR DIRECTOR	87,432	100%-GENERAL	87,432	40%-GENERAL; 40%-WC; 20%-LIABILITY	(52,459)	34,973	17,486	-
HUMAN RESOURCES DIRECTOR	126,754	100%-GENERAL	126,754	20%-GENERAL; 40%-WC; 40%-LIABILITY	(101,403)	50,701	50,702	-
TOTAL FUND IMPACT	**352,468**		**353,069**		**(99,864)**	**58,975**	**41,490**	**601**

*Budget Fund Allocation as presented by Human Resources Director.

*The general fund, Worker's Comp Fund and Liability Fund will be amended as reflected here.

COUNCIL BILL NO. 2019-605 ORDINANCE NO.

AN ORDINANCE approving the reclassification of a position and a job description change for the Public Works Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018.

WHEREAS, the City of Joplin desires to reclassify the Capital Improvement Project Manager from Salary Range 340 down to 320, and by changing the job description of the Capital Improvement Project Manager, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That a Public Works Department position be reclassified as shown on Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That the job description for Capital Improvement Project Manager within the Public Works Department be revised and updated as shown on Exhibit "C" revised job descriptions of the City of Joplin attached hereto.

Section 3. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by decreasing appropriations by the total amount of Six Thousand Two Hundred Forty-One Dollars and No Cents ($6,241.00) as shown in Schedule "1", reclassification financial impact.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____day of _____, 2019.

_____

Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVE AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit C

JOB DESCRIPTION
CITY OF JOPLIN
CAPITAL IMPROVEMENT PROJECT MANAGER

TITLE: CAPITAL IMPROVEMENT PROJECT MANAGER

DEPARTMENT: PUBLIC WORKS DEPARTMENT

DESCRIPTION:
The objective of the Capital Improvement Project Manager is to assist in timely completion of the capital improvement projects identified in the Capital Improvement Program.

GENERAL DUTIES AND RESPONSIBILITIES:
THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this position and requires a high level of confidentiality.

SPECIFIC TASKS AND RESPONSIBILITIES:
WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

Management:

- Under the direction of the Director of Public Works or Assistant Director of Public Works, coordinates, develops, manages and administers engineering design and construction oversight contracts and municipal construction contracts.
- Solves problems through research, analysis of City policies, and careful consideration of all alternatives, to obtain a cohesive and effective resolution.
- Provides support necessary to prioritize agenda and develop strategies for implementation.
- Expected to be a liaison between departments, consultants, contractors, project stakeholders and City Administration to ensure projects meet the desired outcome.
- Responsible for completing the appropriate selection process for consultant services to provide professional needs assessment, design and /or construction inspection services for various city projects.

Administration:

- Takes initiation with timely follow through to oversee the completion of engineering design tasks
- Checks bidding procedures and contract pay requests.
- Effectively coordinates among contractors, consultants and in-house staff to ensure all issues and conflicts on Capital Improvement Projects are resolved in a timely manner.
- Continually collects, prepares, and analyzes progress of Capital Improvement projects.
- Responsible for the effective project close-out to include, but not limited to any necessary change-order administration, final payment, ensuring input from end-users and consultants about the quality of work and resolving any noted discrepancies with contractor(s). This will be done by effective note-keeping and communication throughout the project.

Projects:

- Provides all necessary support by way of effective coordination in various activities related to Capital Improvement projects such as engineering design, right-of-way & easement acquisitions, construction and interactions with the property owners and the general public.
- Responsible for pre-bid administration of projects by ensuring consultant estimates either fit within budgets or follow established procedures for ensuring adequate funds to legally award bids, briefing Department Heads, City Administration and the City Council (as needed) on projects as necessary and/or as directed.
- Responsible for bid administration by working with consultants to make sure bids are clean, responsible and references are checked. Proper bid administration will ensure adequate funds are available and either ensure the availability of funds or working with consultants to recommend award on a financially feasible project. Further, this position will be responsible for ensuring not only affordability, but value (i.e., is this a good price for the project being delivered, or is there a better time or way to complete the project?)

Meetings/ Public Relations:

- Communicates goals and objectives while developing working relationships with both the private and public sectors.
- Facilitates liaison meetings with agencies to develop working relations, to tackle issues and to advance the City's interests.
- Present items to the City Council, or other appointed boards and commissions as needed. Responsible for timely and responsive service on behalf of the consultants and contractor(s) who are providing services to the City.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to participate effectively in all types of meetings.
- Effective at communication and mediation and resolution of competing desires.

MATHEMATICAL ABILITY

- Ability to make mathematical computations used for estimating, plan quantity take-offs, and pay application review.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Ability to comprehend, retain, and apply City policies and State and Federal regulations.

PHYSICAL REQUIREMENTS

- The duties of this job may include physical activities such as climbing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing, bending/twisting, and performing repetitive motions.
- Specific vision abilities required by this job include close, distance, and peripheral vision; depth perception, and the ability to adjust focus.
- This job is performed in an office and outside environment.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of effective planning and coordination techniques.
- Knowledge of Microsoft Office software.
- Skill in resolving problems or situations
- Very diligent and effective at staying on top of tasks, scheduling people and tasks and be relentless in support of the City's time, people and financial resources.
- Ability to provide expert advice without formal supervisory responsibility.
- Ability to comprehend the complexity of tasks and develop realistic timelines.
- Ability to effectively prioritize tasks for timely completion
- Ability to instruct and train in methods & procedures.
- Ability to respond to complaints and grievances.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintain self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

GENERAL QUALIFICATIONS:

- Graduation from a college or university with a degree in Civil Engineering or related discipline.
- Six years of experience in infrastructure design or construction, and project management in assigned area.
- A master's degree in Civil Engineering or related discipline may be substituted for one year of work experience.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

CERTIFICATION

- Must possess or obtain a valid Missouri Motor Vehicle Operator's License.

JOB DESCRIPTION
CITY OF JOPLIN
CAPITAL IMPROVEMENT PROJECT MANAGER

Employee Name (Please Print) _____ Date _____

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE FEBRUARY 25, 2019
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$9.719 $20,216	$9.913 $20,620	$10.112 $21,032	$10.314 $21,453	$10.520 $21,882	$10.731 $22,320	$10.945 $22,766	$11.164 $23,221	$11.387 $23,686	$11.615 $24,159	$11.847 $24,643	$12.084 $25,135	$12.326 $25,638	$12.573 $26,151	$12.824 $26,674	$13.080 $27,207	$13.342 $27,752	$13.609 $28,307	$13.881 $28,873	$14.159 $29,450		
110	Custodian Laborer I Utility Worker WIC Certifier	$10.714 $22,285	$10.928 $22,731	$11.147 $23,185	$11.370 $23,649	$11.597 $24,122	$11.829 $24,605	$12.066 $25,097	$12.307 $25,599	$12.553 $26,111	$12.804 $26,633	$13.060 $27,165	$13.322 $27,709	$13.588 $28,263	$13.860 $28,828	$14.137 $29,405	$14.420 $29,993	$14.708 $30,593	$15.002 $31,205	$15.302 $31,829	$15.608 $32,465		
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$11.250 $23,400	$11.475 $23,868	$11.705 $24,345	$11.939 $24,832	$12.177 $25,329	$12.421 $25,835	$12.669 $26,352	$12.923 $26,879	$13.181 $27,417	$13.445 $27,965	$13.714 $28,524	$13.988 $29,095	$14.268 $29,677	$14.553 $30,270	$14.844 $30,876	$15.141 $31,493	$15.444 $32,123	$15.753 $32,766	$16.068 $33,421	$16.389 $34,089		
130	Automotive Service Worker Laborer II Recreation Leader Senior Clerk Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$11.812 $24,569	$12.048 $25,060	$12.289 $25,562	$12.535 $26,073	$12.786 $26,594	$13.041 $27,126	$13.302 $27,669	$13.568 $28,222	$13.840 $28,786	$14.116 $29,362	$14.399 $29,949	$14.687 $30,548	$14.980 $31,159	$15.280 $31,783	$15.586 $32,418	$15.897 $33,067	$16.215 $33,728	$16.540 $34,402	$16.870 $35,091	$17.208 $35,792		
140	Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Police Services Assistant Utility Locator	$12.402 $25,796	$12.650 $26,312	$12.903 $26,838	$13.161 $27,375	$13.424 $27,923	$13.693 $28,481	$13.967 $29,051	$14.246 $29,632	$14.531 $30,224	$14.822 $30,829	$15.118 $31,445	$15.420 $32,074	$15.729 $32,716	$16.043 $33,370	$16.364 $34,037	$16.691 $34,718	$17.025 $35,413	$17.366 $36,121	$17.713 $36,843	$18.067 $37,580		
150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$13.023 $27,088	$13.283 $27,630	$13.549 $28,182	$13.820 $28,746	$14.097 $29,321	$14.378 $29,907	$14.666 $30,505	$14.959 $31,115	$15.259 $31,738	$15.564 $32,372	$15.875 $33,020	$16.192 $33,680	$16.516 $34,354	$16.847 $35,041	$17.184 $35,742	$17.527 $36,457	$17.878 $37,186	$18.235 $37,930	$18.600 $38,688	$18.972 $39,462		
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Heavy Equipment Operator Human Resources Specialist Legal Specialist Public Safety Communications Operator Wastewater Plant Operator	$14.358 $29,865	$14.645 $30,462	$14.938 $31,071	$15.237 $31,693	$15.542 $32,326	$15.852 $32,973	$16.169 $33,632	$16.493 $34,305	$16.823 $34,991	$17.159 $35,691	$17.502 $36,405	$17.852 $37,133	$18.209 $37,876	$18.574 $38,633	$18.945 $39,406	$19.324 $40,194	$19.710 $40,998	$20.105 $41,818	$20.507 $42,654	$20.917 $43,507		
170	Assistant City Clerk Crime Analyst/Accreditation Coordinator (E) Engineering Technician Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Traffic Signal Technician Wastewater Laboratory Technician	$15.077 $31,360	$15.379 $31,987	$15.686 $32,627	$16.000 $33,280	$16.320 $33,945	$16.646 $34,624	$16.979 $35,317	$17.319 $36,023	$17.665 $36,743	$18.018 $37,478	$18.379 $38,228	$18.746 $38,992	$19.121 $39,772	$19.504 $40,568	$19.894 $41,379	$20.292 $42,207	$20.697 $43,051	$21.111 $43,912	$21.534 $44,790	$21.964 $45,686		

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Automotive Mechanic II	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Building Maintenance Technician	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Nutritionist I (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I (E)																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Golf Course Maintenance Supervisor (E)	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Building Maintenance Supervisor (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Chief Wastewater Plant Technician	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Communications Technician																						
	Asst CVB Dir/Director of Sales/CVB (E)																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
	Solid Waste & Stormwater Education Manager (E)																						
	Wastewater Plant Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Fleet Maintenance Supervisor (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Chief Building Official (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	* Assistant City Attorney (E)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E) Civil Engineer II (E) * CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E) * Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379

162	Firefighter Trainee	$10.2301	$10.4839	$10.7380	$10.9921	$11.2459	$11.5000	$11.7541	$12.0079	$12.2620	$12.5161	$12.7699	$13.0240	$13.2782	$13.5319	$13.7861	$14.0398	$14.2940	$14.5481	$14.8019	$15.0560		
		$29,790	$30,529	$31,269	$32,009	$32,748	$33,488	$34,228	$34,967	$35,707	$36,447	$37,186	$37,926	$38,666	$39,405	$40,145	$40,884	$41,624	$42,364	$43,103	$43,843		
172	Firefighter/EMT	$10.7679	$11.0361	$11.3029	$11.5701	$11.8379	$12.1051	$12.3719	$12.6401	$12.9069	$13.1741	$13.4420	$13.7091	$13.9770	$14.2442	$14.5110	$14.7788	$15.0460	$15.3128	$15.5810	$15.8479		
		$31,356	$32,137	$32,914	$33,692	$34,472	$35,250	$36,027	$36,808	$37,585	$38,363	$39,143	$39,921	$40,701	$41,479	$42,256	$43,036	$43,814	$44,591	$45,372	$46,149		
192	Fire Driver/Engineer	$11.9880	$12.2751	$12.5622	$12.8489	$13.1360	$13.4231	$13.7102	$13.9969	$14.2840	$14.5711	$14.8578	$15.1449	$15.4320	$15.7191	$16.0058	$16.2919	$16.5790	$16.8661	$17.1532	$17.4399		
		$34,909	$35,745	$36,581	$37,416	$38,252	$39,088	$39,924	$40,759	$41,595	$42,431	$43,266	$44,102	$44,938	$45,774	$46,609	$47,442	$48,278	$49,114	$49,950	$50,785		
312	Fire Captain	$14.4900	$14.8359	$15.1820	$15.5282	$15.8740	$16.2191	$16.5649	$16.9111	$17.2569	$17.6020	$17.9481	$18.2940	$18.6401	$18.9859	$19.3310	$19.6769	$20.0230	$20.3692	$20.7139	$21.0601	$21.4059	$21.7521
		$42,195	$43,202	$44,210	$45,218	$46,225	$47,230	$48,237	$49,245	$50,252	$51,257	$52,265	$53,272	$54,280	$55,287	$56,292	$57,299	$58,307	$59,315	$60,319	$61,327	$62,334	$63,342
342	Battalion Chief (E)	$24.447	$24.962	$25.476	$25.991	$26.505	$27.020	$27.534	$28.049	$28.563	$29.078	$29.592	$30.107	$30.621	$31.136	$31.650	$32.165	$32.679	$33.194	$33.708	$34.223	$34.737	$35.252
	Fire Marshal (E)	$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
	Fire Training Chief (E)																						
		$17.4619	$17.8300	$18.1971	$18.5649	$18.9320	$19.3001	$19.6669	$20.0350	$20.4021	$20.7699	$21.1370	$21.5052	$21.8719	$22.2400	$22.6071	$22.9749	$23.3420	$23.7102	$24.0769	$24.4451	$24.8122	$25.1799
		$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
362	Deputy Fire Chief (E)	$27.917	$28.465	$29.013	$29.561	$30.109	$30.657	$31.205	$31.753	$32.301	$32.849	$33.397	$33.945	$34.492	$35.040	$35.588	$36.136	$36.684	$37.232	$37.780	$38.328	$38.876	$39.424
		$58,067	$59,207	$60,347	$61,487	$62,627	$63,767	$64,906	$66,046	$67,186	$68,326	$69,466	$70,606	$71,743	$72,883	$74,023	$75,163	$76,303	$77,443	$78,582	$79,722	$80,862	$82,002
402	Fire Chief (E)	$35.011	$35.824	$36.637	$37.450	$38.263	$39.076	$39.889	$40.702	$41.515	$42.328	$43.141	$43.954	$44.767	$45.580	$46.392	$47.205	$48.018	$48.831	$49.644	$50.457	$51.270	$52.083
		$72,823	$74,514	$76,205	$77,896	$79,587	$81,278	$82,969	$84,660	$86,351	$88,042	$89,733	$91,424	$93,115	$94,806	$96,495	$98,186	$99,877	$101,568	$103,260	$104,951	$106,642	$108,333

166	Police Officer Trainee	$14.167	$14.536	$14.904	$15.272	$15.640	$16.008	$16.376	$16.744	$17.113	$17.481	$17.849	$18.217	$18.585	$18.953	$19.321	$19.690	$20.058	$20.426	$20.794	$21.162		
		$29,467	$30,235	$31,000	$31,766	$32,531	$33,297	$34,062	$34,828	$35,595	$36,360	$37,126	$37,891	$38,657	$39,422	$40,188	$40,955	$41,721	$42,486	$43,252	$44,017		
196	Police Officer	$16.668	$17.101	$17.534	$17.967	$18.400	$18.833	$19.266	$19.699	$20.132	$20.566	$20.999	$21.432	$21.865	$22.298	$22.731	$23.164	$23.597	$24.030	$24.464	$24.897		
		$34,669	$35,570	$36,471	$37,371	$38,272	$39,173	$40,073	$40,974	$41,875	$42,777	$43,678	$44,579	$45,479	$46,380	$47,280	$48,181	$49,082	$49,982	$50,885	$51,786		
206	Police Corporal	$17.959	$18.409	$18.858	$19.307	$19.757	$20.206	$20.655	$21.105	$21.554	$22.003	$22.453	$22.902	$23.351	$23.801	$24.250	$24.699	$25.149	$25.598	$26.047	$26.496		
		$37,355	$38,291	$39,225	$40,159	$41,095	$42,028	$42,962	$43,898	$44,832	$45,766	$46,702	$47,636	$48,570	$49,506	$50,440	$51,374	$52,310	$53,244	$54,178	$55,112		
316	Police Sergeant	$20.203	$20.691	$21.179	$21.667	$22.155	$22.643	$23.131	$23.619	$24.107	$24.596	$25.084	$25.572	$26.060	$26.548	$27.036	$27.524	$28.012	$28.500	$28.988	$29.476	$29.964	$30.452
		$42,022	$43,037	$44,052	$45,067	$46,082	$47,097	$48,112	$49,128	$50,143	$51,160	$52,175	$53,190	$54,205	$55,220	$56,235	$57,250	$58,265	$59,280	$60,295	$61,310	$62,325	$63,340
346	Police Captain (E)	$26.170	$26.779	$27.388	$27.997	$28.606	$29.214	$29.823	$30.432	$31.041	$31.649	$32.258	$32.867	$33.476	$34.085	$34.693	$35.302	$35.911	$36.520	$37.128	$37.737	$38.346	$38.955
		$54,434	$55,700	$56,967	$58,234	$59,500	$60,765	$62,032	$63,299	$64,565	$65,830	$67,097	$68,363	$69,630	$70,897	$72,161	$73,428	$74,695	$75,962	$77,226	$78,493	$79,760	$81,026
366	Assistant Police Chief (E)	$26.866	$27.526	$28.185	$28.844	$29.504	$30.163	$30.822	$31.482	$32.141	$32.800	$33.460	$34.119	$34.778	$35.438	$36.097	$36.756	$37.416	$38.075	$38.734	$39.394	$40.053	$40.712
		$55,881	$57,254	$58,625	$59,996	$61,368	$62,739	$64,110	$65,483	$66,853	$68,224	$69,597	$70,968	$72,338	$73,711	$75,082	$76,452	$77,825	$79,196	$80,567	$81,940	$83,310	$84,681
406	Police Chief (E)	$34.555	$35.389	$36.224	$37.059	$37.894	$38.728	$39.563	$40.398	$41.232	$42.067	$42.902	$43.736	$44.571	$45.406	$46.240	$47.075	$47.910	$48.744	$49.579	$50.414	$51.248	$52.083
		$71,874	$73,609	$75,346	$77,083	$78,820	$80,554	$82,291	$84,028	$85,763	$87,499	$89,236	$90,971	$92,708	$94,444	$96,179	$97,916	$99,653	$101,388	$103,124	$104,861	$106,596	$108,333

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-605- Approving a job description change and reclassification of a position for the Public Works Department.

MEETING DATE
February 4, 2019

ORIGINATING DEPT
Human Resources Department

ATTACHMENTS
Council Bill No. 2019-605 Ordinance and Budget Amendment, Exhibit "A" Salary Administration Plan, Personnel Board meeting minutes, and supporting documents, Schedule "1" financial impact, and Exhibit "C" Revised Job Description

REVIEWED BY
Human Resources Department: David Allgood; Public Works Department Head: David Hertzberg; Finance Department: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a change to reclassify and change the Job Description of the Capital Improvement Project Manager.

BACKGROUND
Capital Improvement Project Manager
Proposed changes to position: The position has a required certification as follows "Must possess a Professional Engineer's license; MO registration, as issued by the State Board of Registration for Professional Engineers, required within six months of employment". This requirement is being dropped. The salary range is dropping to compensate for the reduced requirements of the position. The current salary range at 340 will be dropped to salary range 320.
Reason for proposed changes: There is a lack of qualified applicants with both the engineering license and the project management experience. The staff believes that an applicant with a large amount of experience at managing many projects in a program can perform the program management duties. There will be some limitations due to the lack of an engineering license which is the reason the salary is being lowered.

FUNDING SOURCE
The fiscal year 2018-2019 is being amended to reflect the downgrade from 340 to 320 for the reclassification of the Capital Improvement Project Manager. The capital improvement sales tax budget is decreasing by $6,241.00.

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

CITY OF JOPLIN
PUBLIC WORKS RECLASSIFICATION IMPACT
AS OF JANUARY 11, 2019
SCHEDULE "1"

Capital Impr Proj Manager (Range 340 to 320):

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)
REGULAR WAGES	52,802	47,760	(5,042)
CELL PHONE ALLOWANCE	626	626	-
DEFERRED COMP-ICMA	1,504	1,504	-
FAMILY DENTAL INSURANCE	595	595	-
DISABILITY INSURANCE	172	156	(16)
MEDICARE	789	693	(96)
SOCIAL SECURITY	3,375	2,961	(414)
FAMILY HEALTH INSURANCE	12,296	12,296	-
LIFE INSURANCE	112	101	(11)
LAGERS RETIREMENT	6,785	6,137	(648)
WORKER'S COMPENSATION	144	130	(14)
TOTAL ANNUAL IMPACT	79,200	72,959	(6,241)

Note: Budget amendment is a reduction of expenditures in the Capital Improvement Sales Tax Fund.

COUNCIL BILL NO. 2019-604 ORDINANCE NO.

AN ORDINANCE approving the reclassification of a position for the Police Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 208-145 on October 15, 2018.

WHEREAS, the City of Joplin desires to reclassify a Police Officer position to a Police Services Assistant position within the Police Department, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board and having received the favorable recommendation thereof.

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

Section 1. That a Police Officer position be reclassified to a Police Services Assistant position within the Police Department as shown on Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That Fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by decreasing overall appropriations by the total amount of Eight Thousand Nine Hundred Eight Dollars and No Cents ($8,908.00) for the purposes and amounts shown in Schedule "1" attached hereto.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the decrease in appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____day of _____, 2019.

_____

Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVE AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 008-19-Site Plan Review- Pineapple Bliss

MEETING DATE:
February 4, 2019

ORIGINATING DEPARTMENT:
Planning, Development & Neighborhood Services

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

SUMMARY REQUEST:
Case 008-19: Approximately 0.51 acres located on the northwest corner of 20th Street and Illinois Avenue – A request for a Site Plan Review to construct a drive-through establishment – Megan Escalante.

BACKGROUND:
The three parcels that are part of this request are currently vacant due to the impact of the tornado. If this property is rezoned to Commercial, the applicant plans to construct a drive-through establishment called Pineapple Bliss that serves ice cream and other desserts; the business would also serve customers who walk to the establishment.

The proposed building footprint is 42 feet by 27 feet, with a total building area of 1,134 square feet. The primary building material on the exterior will be stucco, with the bottom portion being stone veneer and brick masonry. Materials and design of the building meet the requirements of Planned Development Corridors. The site contains adequate off-street parking with 11 parking stalls that comply with ADA standards. Ingress/egress will be only from Illinois Avenue on the east.

PLANNING & ZONING COMMISSION TESTIMONY:
Megan Escalante, 721 Castle Drive, Joplin, MO.

Mr. Whitmore stated that this is the site plan for the previous case.

Mr. Cortez asked if this was for Pineapple Bliss.

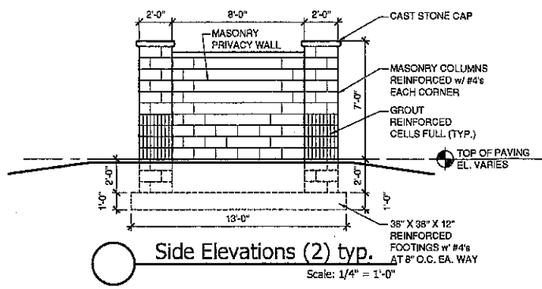
Mrs. Escalante stated it was. This is a fruit base soft serve, healthy, dairy free, lactose free and we have become popular with many people with dietary restrictions.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

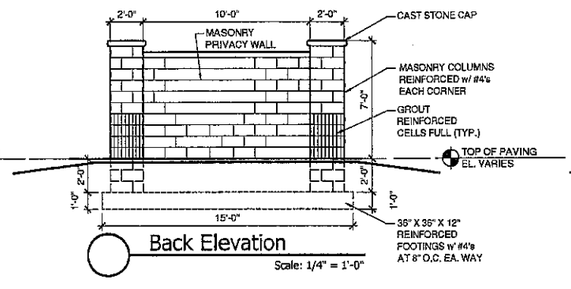
RECOMMENDATION:
Staff recommends approval of Case 008-19.

ATTACHMENTS:
Planning Report, Copy of Site Plan, Commission Minutes



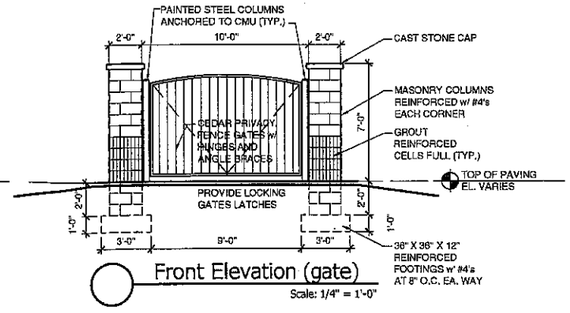
Side Elevations (2) typ.

Scale: 1/4" = 1'-0"



Back Elevation

Scale: 1/4" = 1'-0"



Front Elevation (gate)

Scale: 1/4" = 1'-0"

Project Information

CLIENT: PINEAPPLE BLISS (MEGAN ESCALANTE) JOPLIN, MISSOURI

ZONED: COPD TO BE REZONED C-3

PROPERTY AREA 22,535± S.F.
SITE / FLOOR AREA RATIO: 1,134 S.F. / 22,535 S.F. = 0.050

OCCUPANCY : B - BUSINESS (BEAUTY SALON AND WALK UP/ DRIVE THRU FOOD-DRINK)

PROPOSED BUILDING AREA: 1,134 S.F.
PROPOSED BUILDING MATERIALS: STUCCO, STONE VENEER AND BRICK MASONRY

PARKING SPACES: BUSINESS 1134/300 = 4 AND 5 EMPLOYEES (9 SPACES REQUIRED)

11 PARKING SPACES PROVIDED w/ (1) H.C. ACCESSIBLE AND 7 FUTURE SPACES

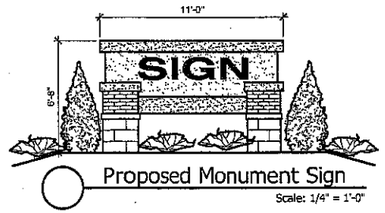
PARKING LOT LIGHTS SHALL BE DESIGNED BY ELECTRICAL ENGINEER

UTILITY SERVICES TO PROPOSED BUILDINGS WILL BE DETERMINED BY MEP ENGINEER AND COORDINATED WITH UTILITY COMPANIES AND CITY OF JOPLIN DURING DESIGN DEVELOPMENT PHASE.

SURVEY BY STEWART & NEECE LAND SURVEYING COMPANY FILE NAME L150-3C6TH

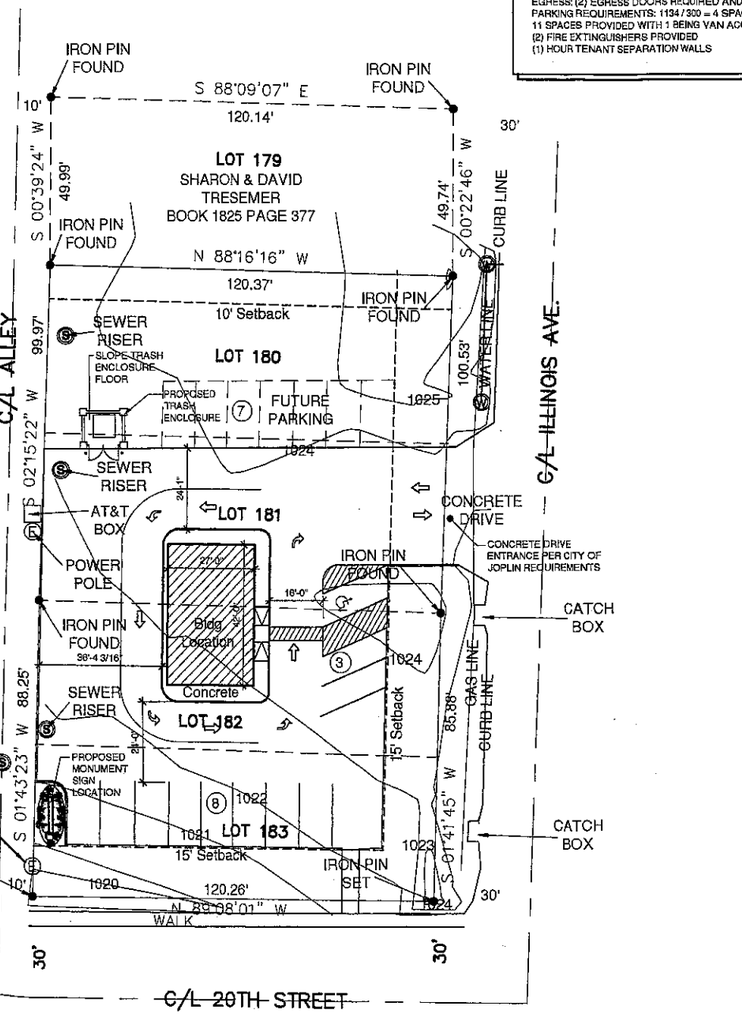
BASIC CODE REVIEW:

USE GROUP AND OCCUPANCY: BUSINESS (HAIR SALON AND WALK /DRIVE UP DRINKS)
CONSTRUCTION TYPE: V-B WOOD CONSTRUCTION
BUILDING AREA: 1134 S.F.
OCCUPANT LOAD: 1134 / 100 = 12 OCCUPANTS
EGRESS: (2) EGRESS DOORS REQUIRED AND PROVIDED
PARKING REQUIREMENTS: 1134 / 300 = 4 SPACES PLUS 5 EMPLOYEES (9 REQUIRED)
11 SPACES PROVIDED WITH 1 BEING VAN ACCESSIBLE
(2) FIRE EXTINGUISHERS PROVIDED
(1) HOUR TENANT SEPARATION WALLS



Proposed Monument Sign

Scale: 1/4" = 1'-0"



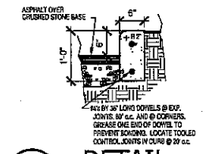
Proposed Site Plan

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION

Scale: 1" = 20'-0"

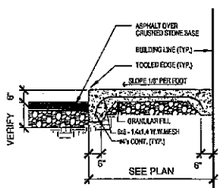
0 20 40 80

SCALE: 1" = 20'-0"



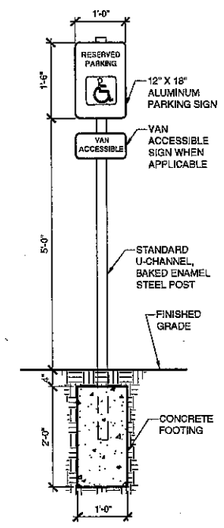
C DETAIL

Scale: 3/4" = 1'-0"



B DETAIL

Scale: 3/4" = 1'-0"



A DETAIL

Scale: 3/4" = 1'-0"

PRELIMINARY
FOR PLANNING AND ZONING
NOT FOR CONSTRUCTION

Case 008-19

REVISED
...

5526 West 32nd Street
Joplin, Missouri 64804
p: 417.622.4837 f: 417.622.4823
architecture@team6.us

TEAM 6 ARCHITECTURE L.L.C.

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STATE OF MISSOURI
STANLEY WEAVER
NUMBER A-2008022700
ARCHITECT
11/28/2018

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029681

A New Project for
Pineapple Bliss
20th Street and Illinois Avenue
1021 East 20th Street
Joplin, Missouri

DRAWN BY	[illegible]
CHECKED BY	slw
DATE	December 2018
SCALE	As Indicated
JOB NUMBER	1830

Proposed Site Plan

1

Proposed Plant Schedule

NO.	CODE	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
			GRASS AREAS	AS SHOWN
12	PA		DWARF FOUNTAIN GRASS Pennisetum alopecuroides 'Hamlin'	1 GAL
9	ND		POCOMOKE CRAPEMYRTLE Lagerstroemia x 'Pocomoke'	5 GAL
8	BS		Korean Boxwood Buxus sinica var. insularis 'Wintergreen'	5 GAL
15	VD		BLUE MUFFIN VIBURNUM Viburnum dentatum 'Blue Muffin'	5 GAL
7	KC		KALLAY PFITZER JUNIPER Juniperus Chinensis 'Kallays Compacta'	5 GAL
3	AG		APPLE SERVICEBERRY Amelanchier x grandiflora 'Autum Brilliance'	B & B 1.5" CAL Multi-trunk 6' ht. @ planting min. 22" root ball diameter per ANSI Z60.1-2004 (ASNS standards)
9	JC		CHINESE JUNIPER Juniperus chinensis 'Keteleeri'	B & B 1.5" CAL 6' ht. @ planting min. 26" root ball diameter per ANSI Z60.1-2004 (ASNS standards)
5			ASH, AUTUMN APPLAUSE	B & B 2" CAL

NOTES:
1. NO TREE SHALL BE PLANTED CLOSER THAN 2 FEET TO ANY CURB OR SIDEWALK.
2. NO TREE SHALL BE PLACED WITHIN 15' OF ANY STREET LIGHT, STORM WATER INLET OR MANHOLE.
3. NO TREE OR OTHER LANDSCAPING MATERIAL SHALL BE PLACED WITHIN THE SITE DISTANCE TRIANGLE EXCEEDING OVER 30" IN HEIGHT.
4. ALL TREES PLANTED WITHIN 20' FROM A ROADWAY RIGHT-OF-WAY SHALL BE TAKEN FROM THE CITIES APPROVED SPECIES LIST.

Scope of Work

1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING OF ANY PAYING FOR ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLAN.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULARTIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK AND PROVIDE ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND UTILITY LINES (TELEPHONE, GAS, WATER, ELECTRICAL, CABLE, TELEVISION, ETC.,..) PRIOR TO THE START OF ANY WORK.

Seeding and Sodding Note:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH BERMUDA AT A RATE OF 3 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED.

ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

Sodding:

1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.

2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.

3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.

4. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

5. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.

Plant Materials

1. PROVIDE PLANTS TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL, NESELY DEVELOPED BRANCHES AND VIGOROUS, FIBROUS ROOT SYSTEMS.

2. PROVIDE ONLY SOUND, HEALTHY, VIGOROUS PLANTS FREE FROM DEFECTS, DISFIGURING KNOTS, SUNSCALD INJURIES, FROST CRACKS, ABRASIONS OF THE BARK, PLANT DISEASE, INSECT EGGS, BORERS AND ALL OTHER FORMS OF INFESTATION.

3. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS SHALL BE REMOVED AT TIME OF PLANTING.

4. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN.

5. CRACKED OR MUSHROOMED ROOTBALLS ARE NOT ACCEPTABLE.

6. CALIPER MEASUREMENT FOR STANDARD (SINGLE TRUNK) TREES SHALL BE TAKEN AS FOLLOWS: SIX INCHES ABOVE THE NATURAL GRADE LINE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER; AND TWELVE INCHES ABOVE THE NATURAL GRADE LINE FOR TREES EXCEEDING FOUR INCHES IN CALIPER - UNLESS SPECIFIED DIFFERENTLY ON THE LANDSCAPE PLAN.

7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT.

Tree Planting:

1. TREE HOLES SHALL BE EXCAVATED TO A WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL (LESS TWO INCHES).

2. SCARIFY THE SIDES AND BOTTOM OF THE TREE HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.

3. INSTALL THE TREE SO THE TOP OF THE ROOTBALL IS ONE TO TWO INCHES ABOVE THE SURROUNDING GRADE.

4. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. CLAY, ROCKS AND OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE, ADD NO ADDITIONAL COST TO THE OWNER.

5. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM'S LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DESCRETION. SHOULD ANY TREES FALL OR LEAN, IT WILL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING WILL CONSISTS OF, AT A MINIMUM: 15-30 GAL TREES (2) STAKES PER TREE 45 - 100 GAL TREES (3) STAKES PER TREE MULTI-TRUNK TREES NO MINIMUM

6. UPON COMPLETION OF THE PLANTING, AN EARTH WATERING BASIN WILL BE CONSTRUCTED AROUND THE TREE. THE INTERIOR OF THE TREE RING WILL THEN BE COVERED WITH THE WEED BARRIER CLOTH, AND TOPDRESSED WITH A THREE INCH LAYER OF MULCH (HARDWOOD MULCH IF PLANTED IN LAWN AREAS).

Landscape Plan Notes:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN, MO AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

9. IN ALL PLANTING BEDS, WEEDS AND UNWANTED PLANT MATERIAL SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH TWELVE INCHES OF TOPSOIL AND SIX INCHES OF ORGANIC COMPOST TILLED INTO THE BEDS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE AT THE CONTRACTORS EXPENSE.

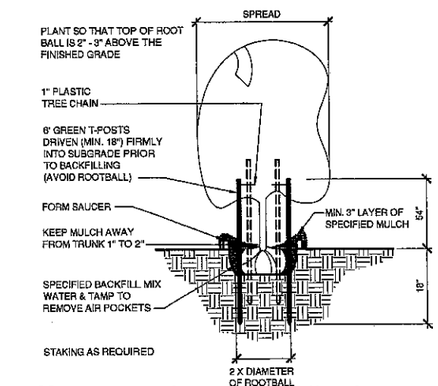
10. IRRIGATION TO BE REPAIRED IN THE FIELD.

11. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

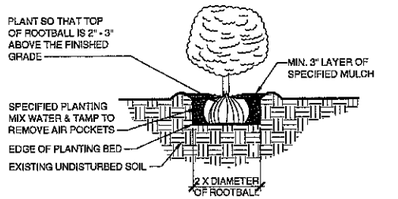
Irrigation Notes:

1. ALL LANDSCAPED AREAS TO BE FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM FURNISHED BY THE LANDSCAPE CONTRACTOR.

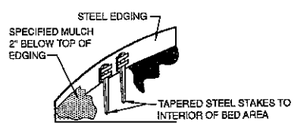
2. OWNER MAY OPTION TO HIRE LANDSCAPE COMPANY FOR (1) YEAR MAINTENANCE CONTRACT FOR ALL LANDSCAPE CARE AND MAINTENANCE AND THEN SELF MAINTAIN AT END OF CONTRACT IN LIEU OF FULL IRRIGATION SYSTEM. DRIP HOSES WOULD BE REQUIRED AROUND BUILDING PERIMETER.



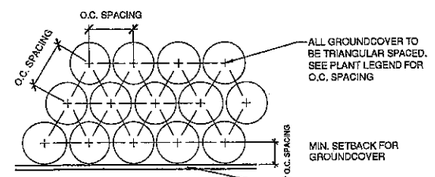
C Tree Planting and Staking
Scale: 3/4" = 1'-0"



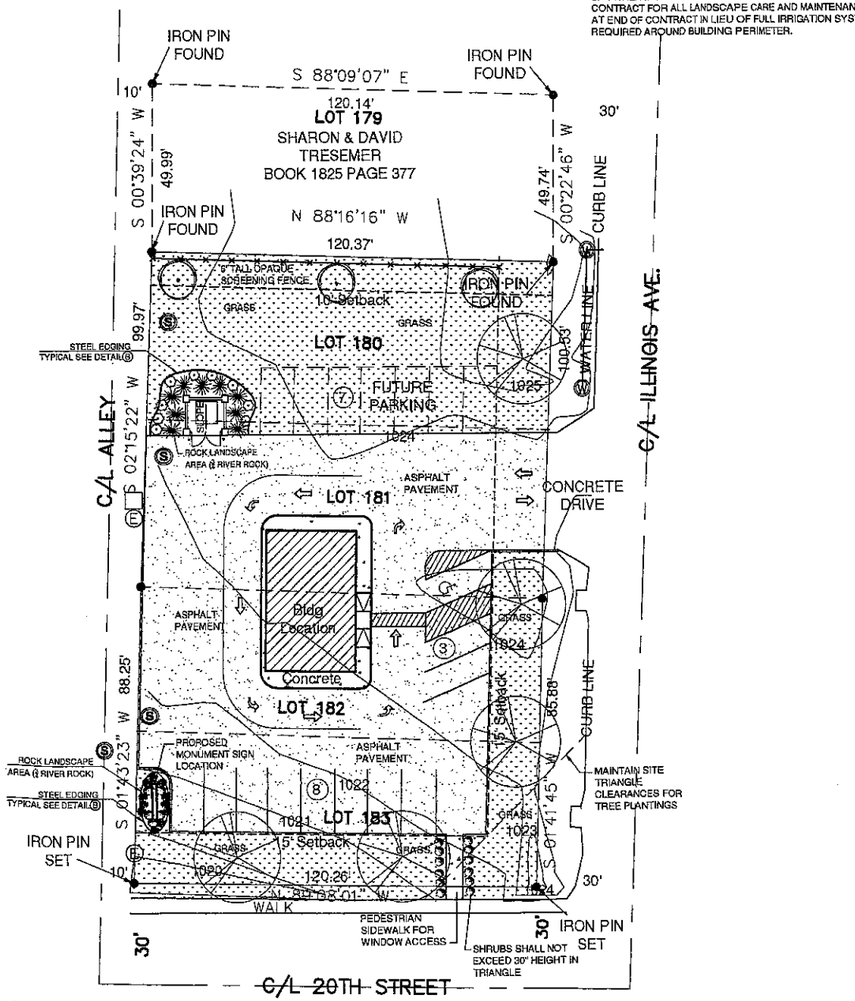
D Shrub/Groundcover Planting
Scale: 3/4" = 1'-0"



B Steel Edging
Scale: 3/4" = 1'-0"



A Groundcover Spacing
Scale: 3/4" = 1'-0"



Proposed Landscape Plan
CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION
Scale: 1" = 20'-0"

NORTH

0 20 40 80
SCALE: 1" = 20'-0"

PRELIMINARY
FOR PLANNING AND ZONING
NOT FOR CONSTRUCTION

Case 008-19

REVISED
...

5526 West 32nd Street
Joplin, Missouri 64804
p: 417.622.4837 f: 417.622.4823
architecture@team6.us

TEAM 6 ARCHITECTURE L.L.C.

STATE OF MISSOURI
STANLEY WEAVER
NUMBER A-2006022701
ARCHITECT
8/28/2018

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029861

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A New Project for
Pineapple Bliss
20th Street and Illinois Avenue
1021 East 20th Street
Joplin, Missouri

DRAWN BY	tms
CHECKED BY	slw
DATE	December 2018
SCALE	As Indicated
JOB NUMBER	1830

Proposed Landscape Plan

2

Project Information

CLIENT: PINEAPPLE BLISS (MEGAN ESCALANTE) JOPLIN, MISSOURI

ZONED: CGPD TO BE REZONED C-3

PROPERTY AREA 22,535± S.F.
SITE / FLOOR AREA RATIO: 1,134 S.F. / 22,535 S.F. = 0.050

OCCUPANCY : B - BUSINESS (BEAUTY SALON AND WALK UP/ DRIVE THRU FOOD-DRINK)

PROPOSED BUILDING AREA: 1,134 S.F.
PROPOSED BUILDING MATERIALS: STUCCO, STONE VENEER AND BRICK MASONRY

PARKING SPACES: BUSINESS 1134/300 = 4 AND 5 EMPLOYEES (9 SPACES REQUIRED)

11 PARKING SPACES PROVIDED w/ (1) H.C. ACCESSIBLE AND 7 FUTURE SPACES

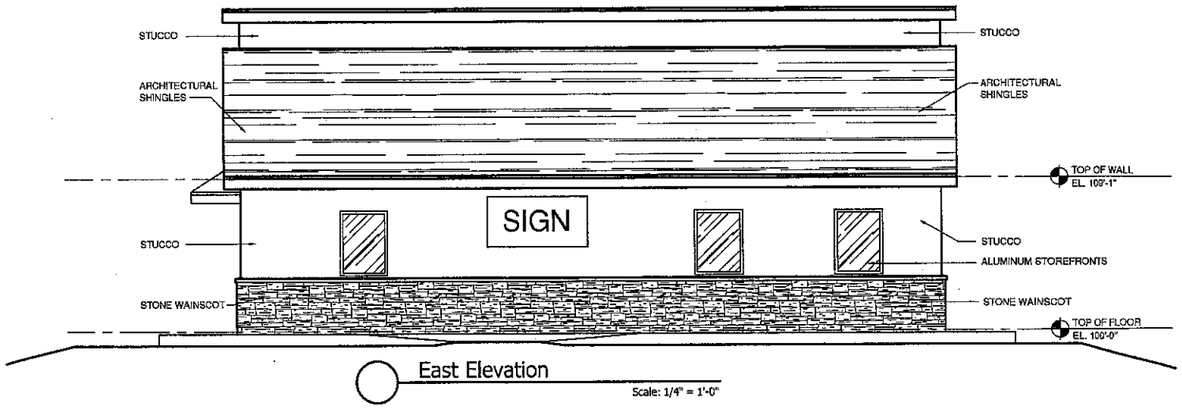
PARKING LOT LIGHTS SHALL BE DESIGNED BY ELECTRICAL ENGINEER

UTILITY SERVICES TO PROPOSED BUILDINGS WILL BE DETERMINED BY MEP ENGINEER AND COORDINATED WITH UTILITY COMPANIES AND CITY OF JOPLIN DURING DESIGN DEVELOPMENT PHASE.

SURVEY BY STEWART & NEECE LAND SURVEYING COMPANY FILE NAME L180-306TH

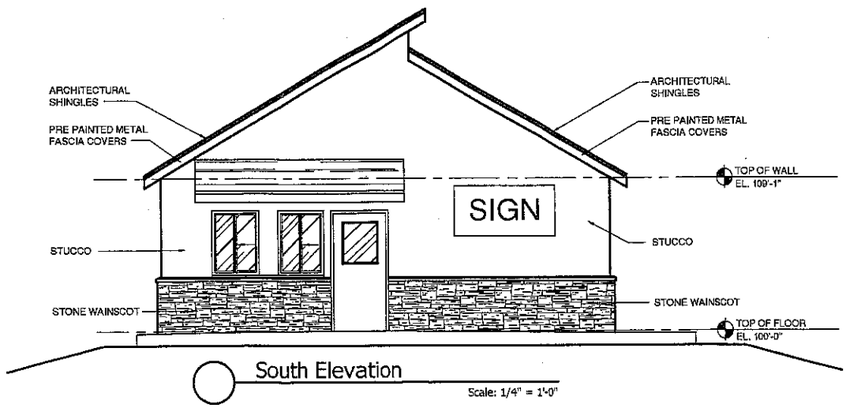
BASIC CODE REVIEW:

USE GROUP AND OCCUPANCY: BUSINESS (HAIR SALON AND WALK /DRIVE UP DRINKS)
CONSTRUCTION TYPE: V-B WOOD CONSTRUCTION
BUILDING AREA: 1134 S.F.
OCCUPANT LOAD: 1134 / 100 = 12 OCCUPANTS
EGRESS: (2) EGRESS DOORS REQUIRED AND PROVIDED
PARKING REQUIREMENTS: 1134 / 300 = 4 SPACES PLUS 5 EMPLOYEES (9 REQUIRED)
11 SPACES PROVIDED WITH 1 BEING VAN ACCESSIBLE
(2) FIRE EXTINGUISHERS PROVIDED
(1) HOUR TENANT SEPARATION WALLS



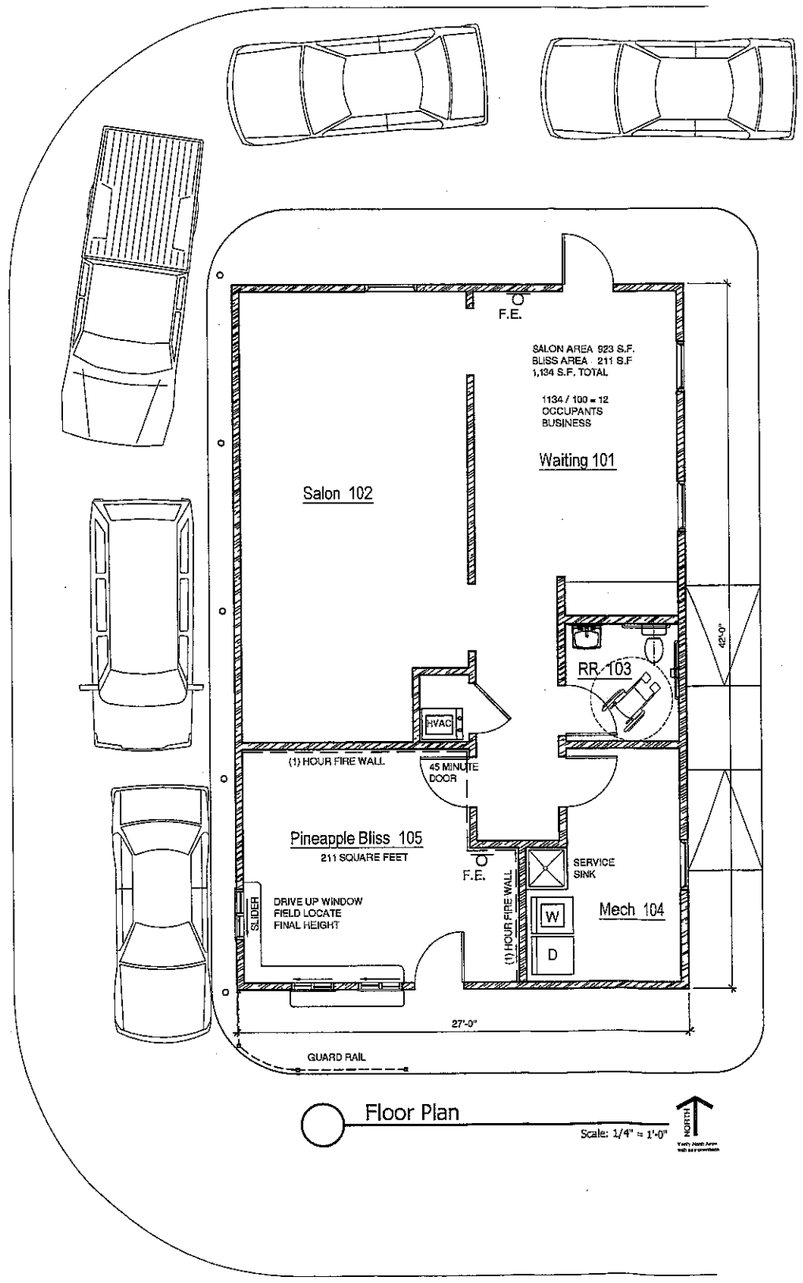
East Elevation

Scale: 1/4" = 1'-0"



South Elevation

Scale: 1/4" = 1'-0"



Floor Plan

Scale: 1/4" = 1'-0"

NORTH

PRELIMINARY
FOR PLANNING AND ZONING
NOT FOR CONSTRUCTION

Case 008-19

REVISED

5526 West 32nd Street
Joplin, Missouri 64804
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architecture@teamfc.us

TEAM 6 ARCHITECTURE L.L.C.

STANLEY WEAVER
ARCHITECT
2008027101
12/28/2018

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029961

A New Project for
Pineapple Bliss
20th Street and Illinois Avenue
1021 East 20th Street
Joplin, Missouri

DRAWN BY
SAB
CHECKED BY
SWV
DATE
December 2018
SCALE
As Indicated
JOB NUMBER
1830

Proposed
Floor Plan and
Elevations

3

Z&P Meeting: January 14, 2019
City Council Meeting: February 4, 2019

STAFF PLANNING REPORT
Site Plan

CASE 008-19 Site Plan Review

NAME OF SITE PLAN Pineapple Bliss

LOCATION: Northwest corner of 20th Street and Illinois Avenue

APPLICANT: Megan Escalante

PRESENT ZONING: Non-Retail Planned Overlay District (CO-PD)/Two-Family Residential (R-2)

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	C-1/R-2	C-O	C1-PD
Land Use	Vacant	Vacant/Residential	Vacant	Office

SUBDIVISION/TRACT:

Number of lots
3

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Arterial	110'
Illinois Avenue	Secondary	60'

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

No. The drive entrances are located the appropriate distance from the intersection of 20th Street and Illinois Avenue.

UTILITIES

Utilities are located on site and have sufficient capacity to serve this proposed development.

FLOOD PLAIN
N/A

DISCUSSION

The three parcels that are part of this request are currently vacant due to the impact of the tornado. If this property is rezoned to Commercial, the applicant plans to construct a drive-through establishment called Pineapple Bliss that serves ice cream and other desserts; the business would also serve customers who walk to the establishment. Joplin High School and several churches are located within walking distance to the south. The applicant feels that the corner of 20th Street and Illinois Avenue is a prime location for a drive-through establishment.

Pineapple Bliss already has a location on Main Street and 22nd Street. The applicant hopes to add a location along 20th Street. Properties along a Planned Development Corridor require a Site Plan Review with City Council approval prior to being issued a building permit. The largest parcel is zoned CO-PD (Non-Retail Planned Overlay District) and the other two parcels are zoned R-2 (Two-Family Residential District). Properties along 20th street fall within that respective Planned Development Corridor. According to the Comprehensive Plan, the 20th Street Planned Development Corridor is designated as "Multi-Use: Residential; Commercial; Office/Institutional". Based on the Future Land Use Map and current zoning, this is an appropriate location for the proposed use.

Adjacent to the north of this proposed development are vacant properties that are zoned R-2. An appropriate buffer zone will be established between the development and the residential lots to the north. The buffer zone will include a 10-foot setback distance from the northern property line to where the parking lot begins, and a solid 6-foot fence will be required. All pole-mounted lighting fixtures will be required to face downward and in toward the center of the property to be directed away from the nearby residential area.

The proposed building footprint is 42 feet by 27 feet, with a total building area of 1,134 square feet. The primary building material on the exterior will be stucco, with the bottom portion being stone veneer and brick masonry. Materials and design of the building meet the requirements of Planned Development Corridors. The site contains adequate off-street parking with 11 parking stalls that comply with ADA standards. Ingress/egress will be only from Illinois Avenue on the east.

The proposed landscape plan meets the requirements of the Comprehensive Plan and will have a street tree for every 40 feet of Right of Way frontage. The northern property line will have an appropriate buffer to screen the development from the residential properties to the north; there will be greater than 10 feet of landscaped buffer with a 6-foot opaque fence made from appropriate materials. Staff has reviewed the proposed site plan and determined that it meets the Planned Corridor District requirements of the Comprehensive Plan.

Staff recommends approval of Case 008-19.

ENCLOSURES:

Site Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 008-19
Filing: $500.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 1-14-19

I. **Name of Project:** _____

II. **Location of Project:** 1021E 20th, 1910 Illinois, 1912 Illinois

III. **Name of Owner:** Charles Burt Trust → Agent Megan Escalante

IV. **Name of Person who Prepared the Site Plan:** Stan Weaver @ Team Le Architecture

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?		Yes	No
A.	Name of the project, address, boundaries, date, north arrow and scale of the plan.	Y	
B.	Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	Y	
C.	Name and address of all owners of record of abutting parcels.	Y	
D.	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	Y	
E.	The location and use of all existing and proposed buildings and structures within the development. Include all dimensions		

of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. Y ____ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. Y ____ ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ____ ____

H. The location, height, size, materials, and design of all proposed signage. Y ____ ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. Y ____ ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; Y ____ ____
2. water lines and fire hydrants; Y ____ ____
3. telephone, cable and electrical systems; and Y ____ ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. Y ____ ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. Y ____ ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans

for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. Y ____ ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. Y ____ ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ____ ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ____ ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ____ ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; Y ____ ____

2. Maximum number of employees; Y ____ ____

3. Maximum seating capacity, where applicable; Y ____ ____

4. Number of parking spaces existing and required for the intended use; and Y ____ ____

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. Y ____ ____

SIGNATURE: _____ DATE: 11-27-18

BY: TITLE: Agent

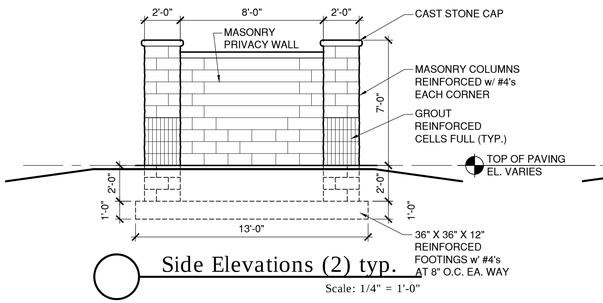


0 75 150 300 450 600

Feet

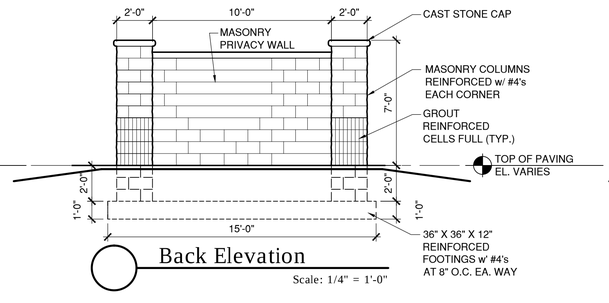
Case 008-19: Approximately 0.51 acres located on the nothwest corner of 20th Street and Illinois Avenue -- A request for a Site Plan Review to construct a drive-through establishment -- Megan Escalante

N



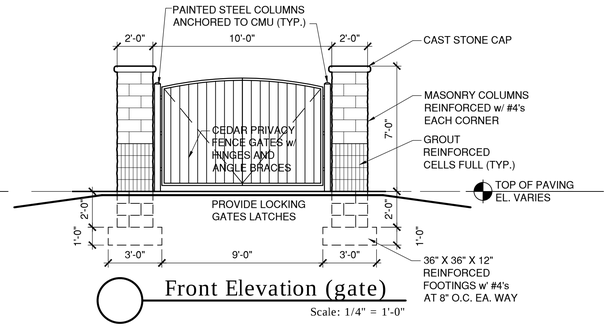
Side Elevations (2) typ.

Scale: 1/4" = 1'-0"



Back Elevation

Scale: 1/4" = 1'-0"



Front Elevation (gate)

Scale: 1/4" = 1'-0"

Project Information

CLIENT: PINEAPPLE BLISS (MEGAN ESCALANTE) JOPLIN, MISSOURI

ZONED: COPD TO BE REZONED C-3

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SITE / FLOOR AREA RATIO: 1,134 S.F. / 22,535 S.F. = 0.050

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SURVEY BY STEWART & NEECE LAND SURVEYING COMPANY FILE NAME L180-3C6TH

BASIC CODE REVIEW:

USE GROUP AND OCCUPANCY: BUSINESS (HAIR SALON AND WALK /DRIVE UP DRINKS)
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BUILDING AREA: 1134 S.F.
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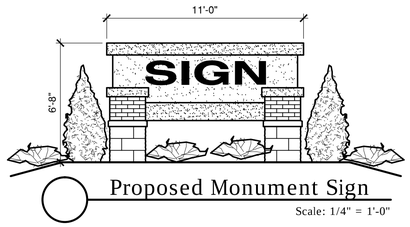
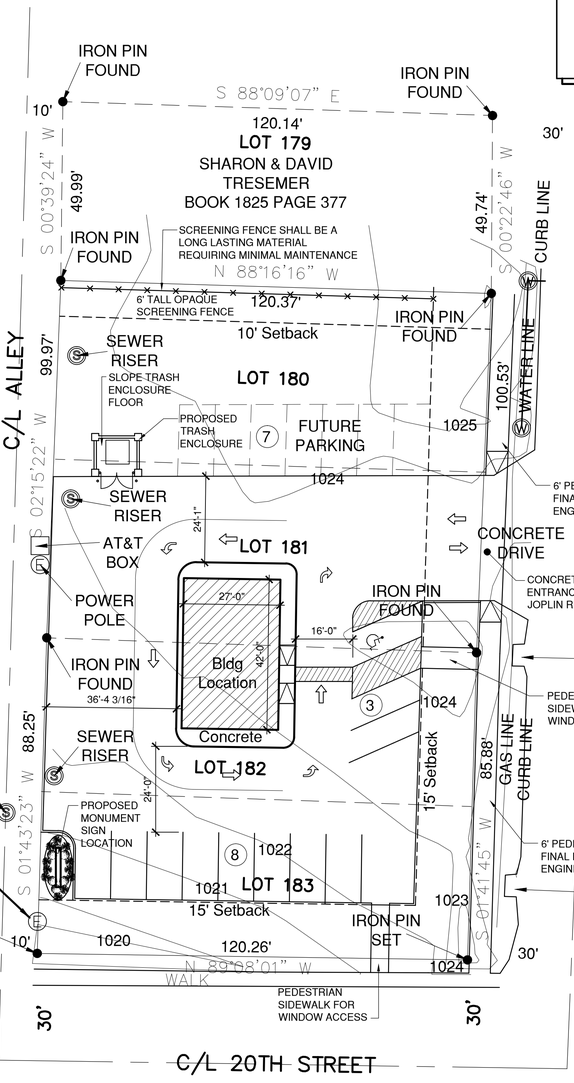
PARKING REQUIREMENTS: 1134 / 300 = 4 SPACES PLUS 5 EMPLOYEES (9 REQUIRED)
11 SPACES PROVIDED WITH 1 BEING VAN ACCESSIBLE
(2) FIRE EXTINGUISHERS PROVIDED
(1) HOUR TENANT SEPARATION WALLS



Proposed Monument Sign

Scale: 1/4" = 1'-0"



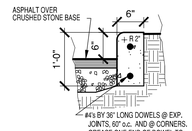
Proposed Site Plan

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION

Scale: 1" = 20'-0"

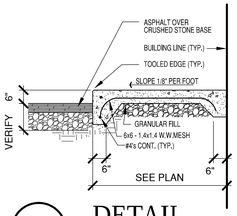
NORTH
Verify North Arrow with site orientation

0 20 40 80
SCALE: 1" = 20'-0"



C DETAIL

Scale: 3/4" = 1'-0"



B DETAIL

Scale: 3/4" = 1'-0"

A DETAIL

Scale: 3/4" = 1'-0"

REVISED
January 11, 2019

5526 West 32nd Street
Joplin, Missouri 64804
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TEAM 6 ARCHITECTURE L.L.C.

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PRELIMINARY
FOR PLANNING AND ZONING
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STATE OF MISSOURI
STANLEY WEAVER
NUMBER A-2011029661
REGISTERED ARCHITECT
01 / 11 / 2019

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029661

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A New Project for
Pineapple Bliss
20th Street and Illinois Avenue
1021 East 20th Street
Joplin, Missouri

DRAWN BY
tcs
CHECKED BY
alw
DATE
December 2018
SCALE
As Indicated
JOB NUMBER
1830

Proposed Site Plan

1

Proposed Plant Schedule

NO.	CODE	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
			GRASS AREAS	AS SHOWN
12	PA		DWARF FOUNTAIN GRASS Pennisturn alopecuroides 'Hamlin'	1 GAL
0	ND		POCOMOKE CRAPEMYRTLE Lagerstroemia x 'Pocomoke'	5 GAL
0	BS		Korean Boxwood Buxus sinica var. insularis 'Wintergreen'	5 GAL
18	VD		BLUE MUFFIN VIBURNUM Viburnum dentatum 'Blue Muffin'	5 GAL
9	KC		KALLAY PFTIZER JUNIPER Juniperus Chinensis 'Kallays Compacta'	5 GAL
3	AG		APPLE SERVICEBERRY Amelanchier x grandiflora 'Autum Brilliance'	B & B 1.5" CAL Multi-trunk 6' ht. @ planting min. 22" root ball diameter per ANSI Z60.1-2004 (ASNS standards)
9	JC		CHINESE JUNIPER Juniperus chinensis 'Keteleeri'	B & B 1.5" CAL 6' ht. @ planting min. 20" root ball diameter per ANSI Z60.1-2004 (ASNS standards)
5			ASH, AUTUMN APPLAUSE	B & B 2" CAL

NOTES:
1. NO TREE SHALL BE PLANTED CLOSER THAN 3 FEET TO ANY CURB OR SIDEWALK.
2. NO TREE SHALL BE PLACED WITHIN 15' OF ANY STREET LIGHT, STORM WATER INLET OR MANHOLE.
3. NO TREE OR OTHER LANDSCAPING MATERIAL SHALL BE PLACED WITHIN THE SITE DISTANCE TRIANGLE EXCEEDING OVER 30" IN HEIGHT.
4. ALL TREES PLANTED WITHIN 20' FROM A ROADWAY RIGHT-OF-WAY SHALL BE TAKEN FROM THE CITIES APPROVED SPECIES LIST.

Scope of Work

1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING OF ANY PAYING FOR ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLAN.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULARTIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK AND PROVIDE ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND UTILITY LINES (TELEPHONE, GAS, WATER, ELECTRICAL, CABLE, TELEVISION, ETC...) PRIOR TO THE START OF ANY WORK.

Seeding and Sodding Note:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH BERMUDA AT A RATE OF 3 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED.

ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

Sodding:

1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.

2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.

3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.

4. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

5. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.

Plant Materials

1. PROVIDE PLANTS TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL, NESELY DEVELOPED BRANCHES AND VIGOROUS, FIBROUS ROOT SYSTEMS.

2. PROVIDE ONLY SOUND, HEALTHY, VIGOROUS PLANTS FREE FROM DEFECTS, DISFIGURING KNOTS, SUNSCALD INJURIES, FROST CRACKS, ABRASIONS OF THE BARK, PLANT DISEASE, INSECT EGGS, BORERS AND ALL OTHER FORMS OF INFESTATION.

3. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS SHALL BE REMOVED AT TIME OF PLANTING.

4. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN.

5. CRACKED OR MUSHROOMED ROOTBALLS ARE NOT ACCEPTABLE.

6. CALIPER MEASUREMENT FOR STANDARD (SINGLE TRUNK) TREES SHALL BE TAKEN AS FOLLOWS: SIX INCHES ABOVE THE NATURAL GRADE LINE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER; AND TWELVE INCHES ABOVE THE NATURAL GRADE LINE FOR TREES EXCEEDING FOUR INCHES IN CALIPER - UNLESS SPECIFIED DIFFERENTLY ON THE LANDSCAPE PLAN.

7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT.

Tree Planting:

1. TREE HOLES SHALL BE EXCAVATED TO A WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL (LESS TWO INCHES).

2. SCARIFY THE SIDES AND BOTTOM OF THE TREE HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.

3. INSTALL THE TREE SO THE TOP OF THE ROOTBALL IS ONE TO TWO INCHES ABOVE THE SURROUNDING GRADE.

4. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. CLAY, ROCKS AND OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE, ADD NO ADDITIONAL COST TO THE OWNER.

5. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM'S LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DESCRETION. SHOULD ANY TREES FALL OR LEAN, IT WILL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING WILL CONSISTS OF, AT A MINIMUM: 15-30 GAL TREES (2) STAKES PER TREE 45 - 100 GAL TREES (3) STAKES PER TREE MULTI-TRUNK TREES NO MINIMUM

6. UPON COMPLETION OF THE PLANTING, AN EARTH WATERING BASIN WILL BE CONSTRUCTED AROUND THE TREE. THE INTERIOR OF THE TREE RING WILL THEN BE COVERED WITH THE WEED BARRIER CLOTH, AND TOPDRESSED WITH A THREE INCH LAYER OF MULCH (HARDWOOD MULCH IF PLANTED IN LAWN AREAS).

Landscape Plan Notes:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN, MO AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

9. IN ALL PLANTING BEDS, WEEDS AND UNWANTED PLANT MATERIAL SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH TWELVE INCHES OF TOPSOIL AND SIX INCHES OF ORGANIC COMPOST TILLED INTO THE BEDS. ANY DAMAGE TO EXISTING UTILITES SHALL BE AT THE CONTRACTORS EXPENSE.

10. IRRIGATION TO BE REPAIRED IN THE FIELD.

11. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

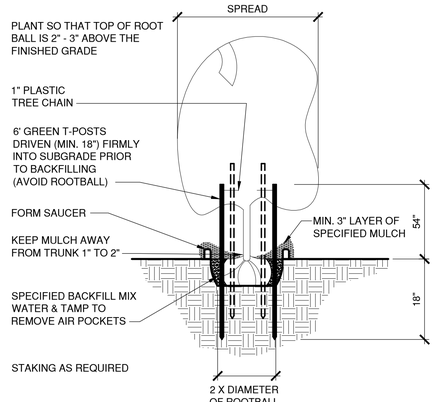
Irrigation Notes:

1. ALL LANDSCAPED AREAS TO BE FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM FURNISHED BY THE LANDSCAPE CONTRACTOR.

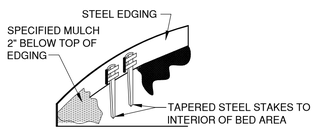
2. OWNER MAY OPTION TO HIRE LANDSCAPE COMPANY FOR (1) YEAR MAINTENANCE CONTRACT FOR ALL LANDSCAPE CARE AND MAINTENANCE AND THEN SELF MAINTAIN AT END OF CONTRACT IN LIEU OF FULL IRRIGATION SYSTEM. DRIP HOSES WOULD BE REQUIRED AROUND BUILDING PERIMETER.



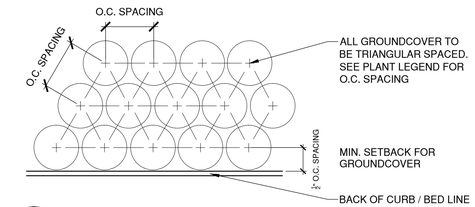
D Shrub/Groundcover Planting
Scale: 3/4" = 1'-0"



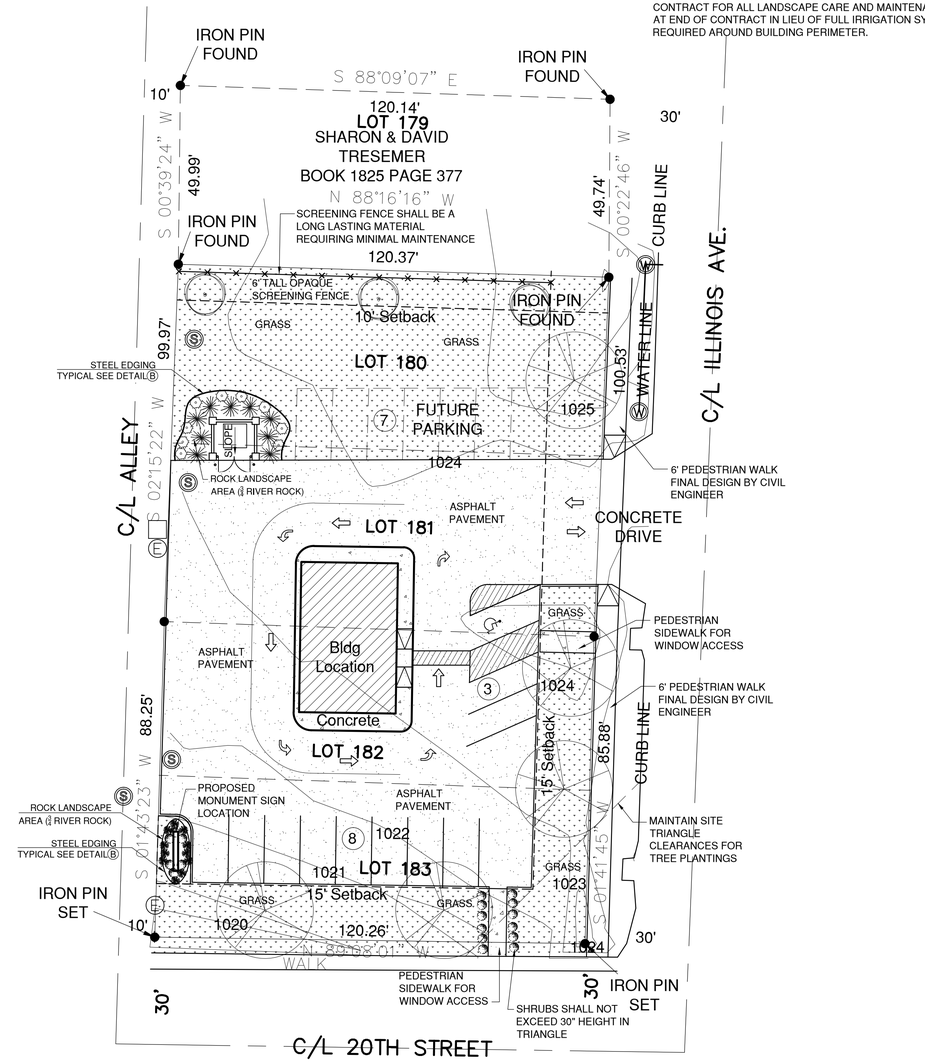
C Tree Planting and Staking
Scale: 3/4" = 1'-0"



B Steel Edging
Scale: 3/4" = 1'-0"



A Groundcover Spacing
Scale: 3/4" = 1'-0"



Proposed Landscape Plan
CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION
Scale: 1" = 20'-0"

NORTH
Verify North Arrow with site orientation

0 20 40 80
SCALE: 1" = 20'-0"

REVISED
January 11, 2019

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DRAWN BY
tsa
CHECKED BY
slw
DATE
December 2018
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Proposed Landscape Plan

2

Project Information

CLIENT: PINEAPPLE BLISS (MEGAN ESCALANTE) JOPLIN, MISSOURI

ZONED: COPD TO BE REZONED C-3

PROPERTY AREA 22,535± S.F.
SITE / FLOOR AREA RATIO: 1,134 S.F. / 22,535 S.F. = 0.050

OCCUPANCY : B - BUSINESS (BEAUTY SALON AND WALK UP/ DRIVE THRU FOOD-DRINK)

PROPOSED BUILDING AREA: 1,134 S.F.
PROPOSED BUILDING MATERIALS: STUCCO, STONE VENEER AND BRICK MASONRY

PARKING SPACES: BUSINESS 1134/300 = 4 AND 5 EMPLOYEES (9 SPACES REQUIRED)

11 PARKING SPACES PROVIDED w/ (1) H.C. ACCESSIBLE AND 7 FUTURE SPACES

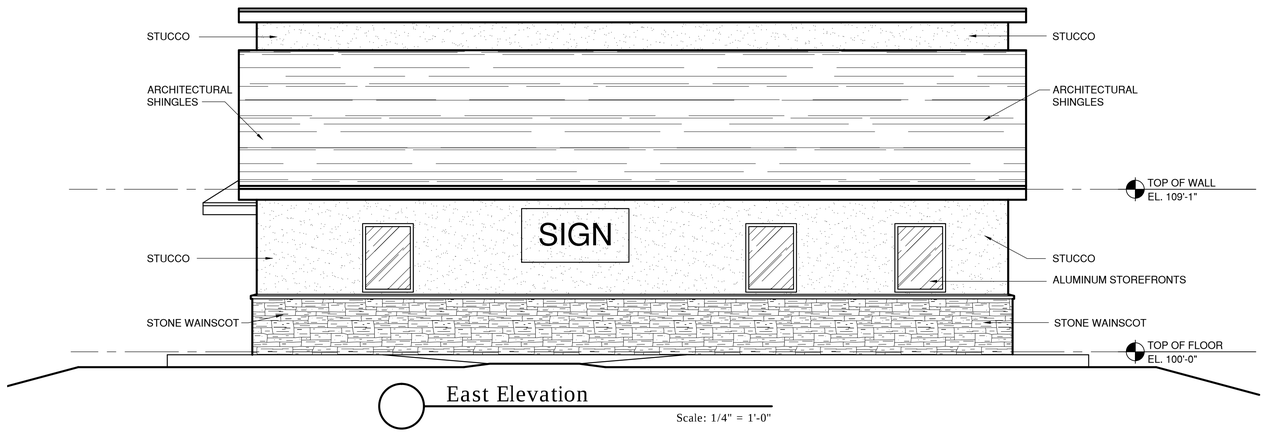
PARKING LOT LIGHTS SHALL BE DESIGNED BY ELECTRICAL ENGINEER

UTILITY SERVICES TO PROPOSED BUILDINGS WILL BE DETERMINED BY MEP ENGINEER AND COORDINATED WITH UTILITY COMPANIES AND CITY OF JOPLIN DURING DESIGN DEVELOPMENT PHASE.

SURVEY BY STEWART & NEECE LAND SURVEYING COMPANY FILE NAME L180-3C6TH

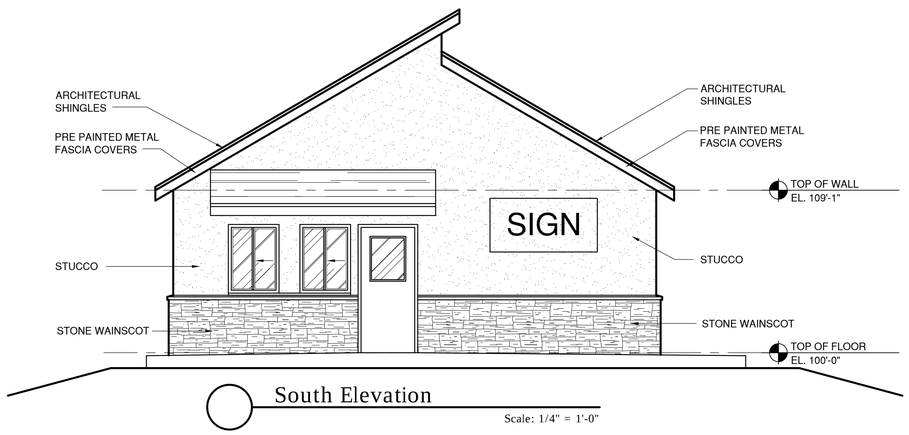
BASIC CODE REVIEW:

USE GROUP AND OCCUPANCY: BUSINESS (HAIR SALON AND WALK /DRIVE UP DRINKS)
CONSTRUCTION TYPE: V-B WOOD CONSTRUCTION
BUILDING AREA: 1134 S.F.
OCCUPANT LOAD: 1134 / 100 = 12 OCCUPANTS
EGRESS: (2) EGRESS DOORS REQUIRED AND PROVIDED
PARKING REQUIREMENTS: 1134 / 300 = 4 SPACES PLUS 5 EMPLOYEES (9 REQUIRED)
11 SPACES PROVIDED WITH 1 BEING VAN ACCESSIBLE
(2) FIRE EXTINGUISHERS PROVIDED
(1) HOUR TENANT SEPARATION WALLS



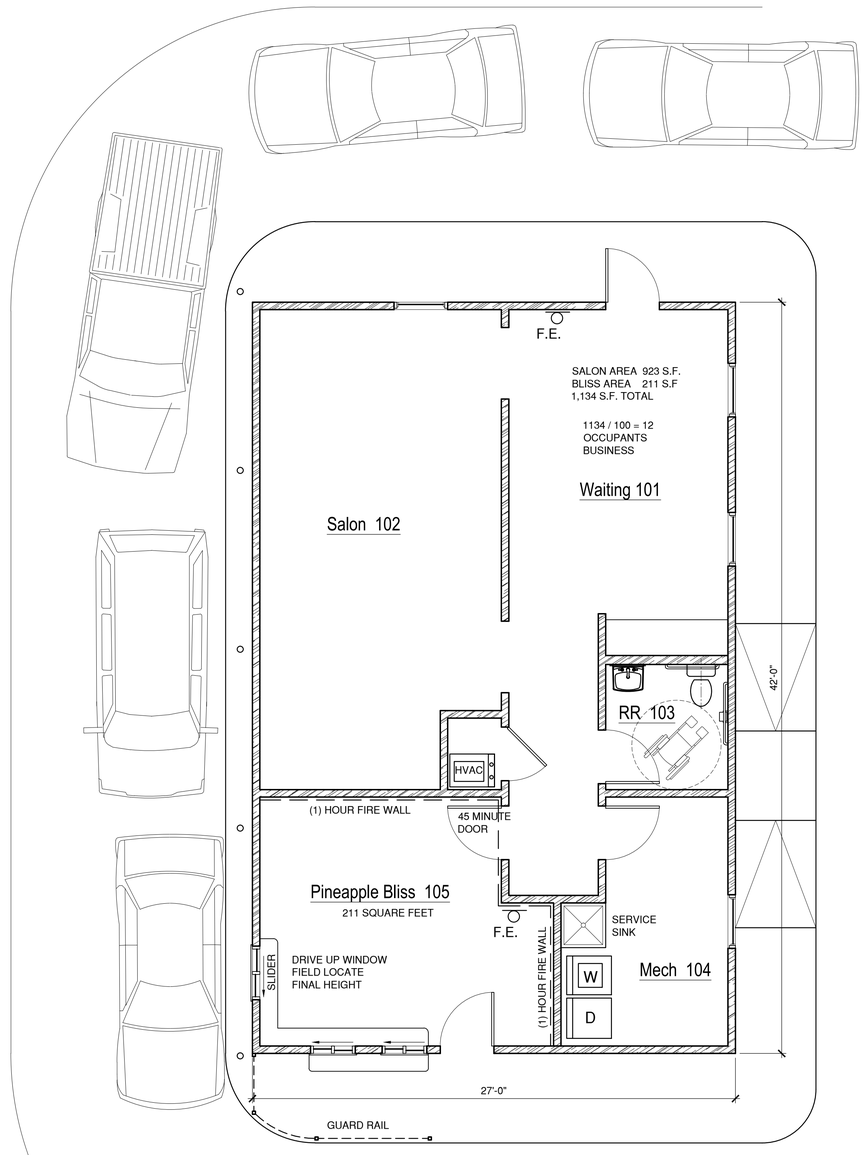
East Elevation

Scale: 1/4" = 1'-0"



South Elevation

Scale: 1/4" = 1'-0"



Floor Plan

Scale: 1/4" = 1'-0"

NORTH

Verify North Arrow with site orientation

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Proposed
Floor Plan and
Elevations

3

Case 008-19: Approximately 0.51 acres located on the northwest corner of 20th Street and Illinois Avenue – A request for a Site Plan Review to construct a drive-through establishment – Megan Escalante.

Megan Escalante, 721 Castle Drive, Joplin, MO.

Mr. Whitmore stated that this is the site plan for the previous case.

Mr. Cortez asked if this was for Pineapple Bliss.

Mrs. Escalante stated it was. This is a fruit base soft serve, healthy, dairy free, lactose free and we have become popular with many people with dietary restrictions.

Mr. Cortez asked if was strictly drive thru and no seating?

Mrs. Escalante stated that was correct.

Mrs. Koelkebeck stated the 1100 sq. ft building with a drive thru will leave a lot of land behind you, correct?

Mrs. Escalante stated that was correct.

Mrs. Koelkebeck asked if there were any plans for that property?

Mrs. Escalante stated there was, and it will be future parking if necessary or just green space.

Mr. Ramsour asked if cars will have access from the alley?

Mr. Bolander stated the plans do not show any access from the alley as submitted. I am not for sure where the trash pick up will be. There may be a drive just to pick up trash.

Mr. Ramsour stated maybe they could come in on 20th street and exited thru the alley.

Mr. Bolander stated that they could but the drive off Illinois is preferred for it minimized the conflict with traffic coming out on 20th Street. It is a safer location to exit on Illinois.

Mr. Cortez asked if there were any other questions for Mrs. Escalante or Staff? There was not. There was not anyone else to speak in favor or opposition of this case.

MR. RAMSOUR MOVED, SECONDED BY MRS. BRUCKNER-SEARS TO APPROVE CASE 008-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).